



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

November 05, 2020

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

Training and Conference Center, Southwest Florida
15924 Air Cargo Lane, Fort Myers, Florida

9:30 AM Invocation: Reverend James C. Givens, Mount Olive AME Church

Pledge of Allegiance

Public Presentations:

- **Retirement Resolution presented to Lee County Commissioner John Manning (Presented by Lee County Commission Chairman Brian Hamman)**

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

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	

PUBLIC PRESENTATION

1. Request Board present a Retirement Resolution to John Manning, Lee County Commissioner.

Presenter:

Commission Chair Brian Hamman

CONSENT AGENDA

ADMINISTRATION – Brian McGonagle

2. Request Board approve the minutes for the Board of Port Commissioners meetings on September 3, 2020 and September 15, 2020.
Term:
N/A
Funding Source:
N/A
3. Approve the Joint and ASMC meeting date schedule for the calendar year 2021.
Term:
N/A
Funding Source:
N/A
4. Request Board authorize staff to dispose of 3,290 shares of stock issued by American Airlines as part of its reorganization under Chapter 11 of the United States Bankruptcy Code
Term:
N/A
Funding Source:
N/A
5. Request Board approve a “Nonparticipating Airline Airport Use Permit” agreement with Alaska Airlines, Inc.
Term:
from November 1, 2020, until terminated.
Funding Source:
n/a
6. Request Board approve a “Lease of Terminal Space at Southwest Florida International Airport” with Alaska Airlines, Inc.
Term:
month-to-month, beginning November 1, 2020
Funding Source:
n/a

CONSENT AGENDA- continued

ADMINISTRATION – Brian McGonagle

7. Request Board approve a “First Amendment To Ground Lease For Construction and Operation of an MRO Facility at Southwest Florida International Airport” with Intrepid Aerospace, Inc.
Term:
Forty years after the “Date of Beneficial Occupancy” (which will be no later than January 1, 2023), plus two (2) options to extend by five years each
Funding Source:
n/a

8. Request Board approve a “Termination of Existing Leases, and New Lease of Hangars at Page Field” with two Paragon Airplane Leasing Co. entities and their broker.
Term:
10 years, plus two potential options to extend for an additional 5 years each.
Funding Source:
n/a

AVIATION – Mark Fisher

9. Request Board award RFB 20-24MLW Interior Plant Installation, Lease, and Maintenance Services for the Lee County Port Authority, to Plant Partners, Inc., d/b/a Greenery Unlimited and authorize the Chair to execute the attached service provider agreement on behalf of the Board.
Term:
Four (4) years with (1) additional two-year renewal
Funding Source:
Account WJ5422941200.503490, Other Contracted Services.

10. Request Board approve a contract between the Lee County Port Authority and MBA Airport Transportation, LLC to provide On-Demand Taxicab Transportation Services at the Southwest Florida International Airport.
Term:
3 yrs. with one (1) two-year renewal option.
Funding Source:
N/A

11. Request Board approve the second amendment to Collective Bargaining Agreement between the Lee County Port Authority and the Teamsters Local Union No. 79, amending Article-32 Wages.
Term:
October 1, 2020 – September 30, 2021
Funding Source:
N/A

CONSENT AGENDA- continued

AVIATION – Mark Fisher

- 12. Request Board approve the purchase of APX series P-25 software upgrade for 800 MHz radios from Motorola in the amount of \$140,383.60.
Term:
N/A
Funding Source:
Account VB5131541200.506410

- 13. Request Board approve the service provider agreement with American Facility Services to provide janitorial services for Base Operations at Page Field
Term:
Five (5) year term with two (2) additional two-year term options
Funding Source:
UH5120041203.503490

- 14. Request Board approve a service provider agreement with Avfuel Corporation providing for the purchase of aviation fuel products for resale by Base Operations at Page Field.
Term:
Five-year term with one (1) five-year extension option.
Funding Source:
UH5120041203.505265

DEVELOPMENT – Mark Fisher

- 15. Request Board rank qualifications submitted for Request for Qualifications LOQ #20-47 General Planning & Environmental Services and authorize staff to begin contract negotiations with the top two (2) ranked firms.
Term:
3 years
Funding Source:
N/A

- 16. Request Board rank qualifications submitted for LOQ #20-36 Construction Engineering Inspection (CEI) Services for the RSW Terminal Expansion project at the Southwest Florida International Airport and authorize staff to begin contract negotiations with the top ranked firm.
Term:
TBD
Funding Source:
N/A

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

17. Request Board approve a federal grant (Other Transaction Agreement - OTA) between the United States of America, as represented by the Transportation Security Administration (TSA), and the Lee County Port Authority for \$3,249,358.02 to partially reimburse the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.
Term:
N/A
Funding Source:
N/A
18. Request Board approve a state grant (Supplemental Joint Participation Agreement, Financial Project No. 441245-1-94-01) from the Florida Department of Transportation in the amount of \$4,775,000 for construction services associated with the Ticket Counter and Gate Podium Modernization at Southwest Florida International Airport.
Term:
N/A
Funding Source:
N/A
19. Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0135-056-2020) from the Federal Aviation Administration in the amount of \$14,537,517 for construction services associated with the Rehabilitation of Airside Pavement at RSW.
Term:
N/A
Funding Source:
N/A
20. Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0135-057-2020) from the Federal Aviation Administration in the amount of \$4,909,124 for construction services associated with the Rehabilitation of Cargo Apron at Southwest Florida International Airport.
Term:
N/A
Funding Source:
N/A

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 for RFB 20-54MMW RSW Cargo Ramp Rehabilitation in the amount of \$3,865,984.25; and approve a Total Project Budget of \$6,386,343.
Term:
240 Calendar Days.
Funding Source:
Federal Aviation Administration Grant 3-12-0135-57-2020, Florida Department of Transportation Grant 431367, RSW Construction Account 20861641234.506540.30.
22. Request Board authorize execution of a contract amendment with Owen-Ames-Kimball Company in the amount of \$732,265 to provide Construction Management and Construction Engineering Inspection Services associated with the Cargo Ramp Rehabilitation Project at RSW.
Term:
Five Years.
Funding Source:
Federal Aviation Administration Grant 3-12-0135-57-2020, Florida Department of Transportation Grant 431367, RSW Construction Account 20861641234.506510.50
23. Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of \$264,737.50 to perform Construction Administration for the Rehabilitation of Cargo Apron at RSW.
Term:
Five Years.
Funding Source:
Federal Aviation Administration Grant 3-12-0135-57-2020, Florida Department of Transportation Grant 431367, RSW Construction Account 20861641234.506510.70.

ATTORNEY – Greg Hagen

24. Request Board accept donation of historical items from Richard Lipscomb, relative of Captain Channing Page, for display in Base Operations at Page Field.
Term:
N/A
Funding Source:
N/A

CONSENT AGENDA- continued

ATTORNEY – Greg Hagen

- 25.** Request Board adopt by resolution revisions to Lee County Port Authority Policy Manual Section 740, Commercial Ground Transportation Policy.
Term:
N/A
Funding Source:
N/A

ADMINISTRATIVE AGENDA

DEVELOPMENT – Mark Fisher

26. Request Board award a contract resulting from RFB 20-53MMW (RSW Passenger Boarding Bridge Replacement Project) to the lowest, responsive and qualified bidder as a result of the ASMC Bid Dispute Committee informal hearings; and approve a Total Project Budget corresponding to the recommended contract award.

Term:

395 Calendar Days

Funding Source:

Passenger Facility Charges, RSW Construction Account No.

20860841234.506540.30

COMMISIONERS' 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

<p>1. REQUESTED MOTION/PURPOSE: Request Board present a Retirement Resolution to John Manning, Lee County Commissioner.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Recognizes the retirement of Commissioner John Manning</p>	<p>5. CATEGORY: 1. Public Presentation</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 11/05/2020</p>
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<p>8. AGENDA:</p> <p><input checked="" type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input 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:

Present Retirement Resolution to John Manning for more than twenty-five years of service.

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 S. 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>
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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 September 3, 2020 and September 15, 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: 2.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 11/5/2020</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:

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.

Attachments:

- Joint Port Board Meeting Minutes from September 3, 2020
- Port Board Budget Meeting Minutes from September 3, 2020
- Port Board Budget Meeting Minutes from September 15, 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 September 3, 2020 and September 15, 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: 11/05/2020</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>Eileen Gabrick EG</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 Meeting Minutes from September 3, 2020
- Port Board Budget Meeting Minutes from September 3, 2020
- Port Board Budget Meeting Minutes from September 15, 2020

11. RECOMMENDED APPROVAL

<p><u>DEPUTY EXEC DIRECTOR</u></p> <p><i>Benjamin R. Siegel</i></p>	GENERAL SERVICES	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
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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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SEPTEMBER 03, 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 at the old Lee County Courthouse Commission Chambers, 2120 Main Street, Fort Myers, Florida, with the following members present:

LEE COUNTY PORT AUTHORITY

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

Lee County Attorney:

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

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

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

Regional Members:

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

ON FILE IN MINUTES OFFICE:

- MONTHLY PROJECT SUMMARY DEVELOPMENT REPORTS – July 2020 thru August 2020
- PROCUREMENT STATUS REPORT – September 3, 2020
- PASSENGER QUARTERLY REPORT – 3rd Qtr. FY19-20
- PROJECTED FLIGHTS AND SEATS – August 2019–August 2020

The Chairman called the meeting to order at 9:30 a.m. Pastor Chuck Smith, Broadway Community 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 was one speaker. The Chairman asked for Board direction on hearing a citizen who did not wish to speak on an agenda item, but rather another matter, and there was affirmative concurrence from the Board. Following brief comments by Mr. Randall Berning, a Naples resident, airport staff met with him to assist with resolution of his issue.

One Consent Agenda item was pulled for discussion by Commissioner Pendergrass: C-15.

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

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

4. Request Board approve a professional service agreement between PMI 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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
7. Request Board approve an amendment to the “Lease of TSA Office Space at Southwest Florida International Airport)
Term: Through September 30, 2021
Funding Source: N/A
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.

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 WJ53000412000.503490
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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

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

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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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 WJ54229411200.503140
Pulled for Discussion: Commissioner Pendergrass introduced the item and discussed the questions and concerns he had about the bidding process for the item requesting janitorial services for RSW. Acting Executive Director Ben Siegel explained the RFP ranking/bidding process and stated that it includes estimates and presentations by the bidders. The documents submitted in the back-up packet for the item were proposals with no competitive bidding occurring that would impact how they were ranked as a part of the RFP process. Mr. Siegel explained further that the RSW janitorial contract has been restructured and is going to be performance-based, contingent on terminal square footage. Staff will bring the negotiated contract to the next regular meeting requesting the Board's approval. Mr. Siegel responded to questions and comments by Commissioners Mann, Sandelli and Hamman.
Public Comment: The Chairman called for public comment but no speakers came forward.
Vote: Commissioner Manning moved approval of the rankings by the ASMC, seconded by Commissioner Sandelli, called and carried.

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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
 RESOLUTION No. 20-09-18
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

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

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

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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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: Facility Charges, RSW Construction Account No. 20860841234.506510.70
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.

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
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.
30. Approve Partial Release of Conservation Easement Grant to SFWMD for Imperial Marsh Mitigation Park.
Term: N/A
Funding Source: N/A
Vote: Commissioner Manning moved approval, seconded by Commissioner Mann, called and carried.

ADMINISTRATIVE AGENDA

ADMINISTRATION – Brian McGonagle

(Item 31 was heard out of order)

31. Request Board approve a rental and concession relief program for tenants of the Lee County Port Authority at Southwest Florida Internationals 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
Board Discussion: Lee County Port Authority Division Director of Administration Brian McGonagle discussed the impact and unprecedented financial losses sustained by the airport’s concessionaires and other tenants and service providers doing business at Southwest Florida International Airport as a result of the impacts of COVID-19, and requested a rental relief package for the month of September 2020, at a cost of approximately \$3 million. He remarked that a ninety-day deferral was given in April, and advised that the airport is in a position to extend further assistance by granting rent relief for fees and charges under their leases for the month of September. Brief Board questions, comments and discussion ensued concerning eligibility guidelines with Mr. McGonagle responding to the Commissioners.
Public Comment: The Chairman called for public comment but no speakers came forward.

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

CONVENE AS BOARD OF COUNTY COMMISSIONERS

PORT ATTORNEY – Greg Hagen

(Items 32 and 33 were heard out of order)

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

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

33. Request Board convene as the Board of County Commissioner 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 Conservation Easement.

Term: N/A

Funding Source: N/A

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

FOR ACTION ON ITEMS 32 AND 33, PLEASE REFER TO THE MINUTES OF THE SPECIAL MEETING OF
SEPTEMBER 03, 2020 (090320S)

RECONVENE AS BOARD OF PORT COMMISSIONERS

COMMITTEE APPOINTMENTS

There were no appointments by the individual Commissioners.

COMMISSIONERS ITEMS

Commissioner Hamman:

Commissioner Hamman suggested instead of sending agenda backup materials for the Commissioners' use in reviewing information for the Port Authority Board meetings, staff could send only the agenda and green sheets, and then the Board could electronically review all supporting documentation. There was concurrence by the Board to try this approach and notify staff if there were issues.

COMMENTS FROM THE ASMC CHAIR

Airports Special Management Committee (ASMC) Chair Robbie Roepstorff conveyed her appreciation to the ASMC and Staff for their hard work and caring efforts over the past several months. She also noted a recent article in *The Florida Weekly* featuring Acting Executive Director Ben Siegel.

EXECUTIVE DIRECTOR ITEMS

Lee County Port Authority Acting Executive Director Ben Siegel reviewed his Executive Director Remarks for the Joint Board Meeting of September 3, 2020. Following Mr. Siegel's remarks, there was brief Board discussion on statistics, airline reductions, and announcements for upcoming new destinations. Lee County Port Authority Chief Communications and Marketing Officer Victoria Moreland responded to Commissioner Mann's query concerning when the airlines might resume additional flights. Ms. Moreland said that by the Veterans Day holiday weekend in mid-November, we will probably see more normality with added flights. Mr. Siegel shared some good news: Alaska Airlines is coming to RSW and beginning in late November 2020 and will offer non-stop flights to Los Angeles and Seattle four (4) times a week.

PORT ATTORNEY ITEMS

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

ADJOURN:

The Chairman adjourned the meeting at 10:08 a.m.

ATTEST:

LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Chairman, Lee County Port Authority

SEPTEMBER 3, 2020

The [1st Budget Hearing](#) for FY 20-21 of the [Board of Port Commissioners](#) of 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 5:09 p.m., and reviewed the order of the proceedings.

Lee County Port Authority Budget Director Brian McGonagle presented the item and read the [script](#) into record. Mr. McGonagle stated the Board of Port Commissioners has acknowledged the revenue estimates necessary to fund the [Port Authority budget for FY20-21](#). Mr. McGonagle advised that there were no adjustments since the last meeting presentation by the Port Authority on June 25, 2020.

Public Comment: The Chairman called for public comment; however, no one came forward.

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

RESOLUTION NO. 19-09-19PA

The Chairman adjourned the meeting at 5:11 p.m.

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Chairman, Lee County Port Authority

SEPTEMBER 15, 2020

The [FY20-21 Final Budget Hearing](#) of the [Board of Port Commissioners](#) of 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 5:09 p.m., and reviewed the order of the proceedings.

Lee County Port Authority Budget Director Brian McGonagle presented the item and read the [script](#) into record. Mr. McGonagle stated the Board of Port Commissioners has acknowledged the revenue estimates necessary to fund the Port Authority [budget for FY20-21](#). Mr. McGonagle advised that there were no adjustments since the last meeting presentation by the Port Authority on September 3, 2020.

Public Comment: The Chairman called for public comment; however, no one came forward.

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

RESOLUTION NO. 19-09-27PA

The Chairman adjourned the meeting at 5:11 p.m.

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Chairman, Lee County Port Authority

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Approve the Joint and ASMC meeting date schedule for the calendar year 2021.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Satisfies requirement that each special district file annual schedule of regular meetings in accordance with the Lee County Port Authority Policy Manual, Section 140.01 and F.S. Section 189.015</p>	<p>5. CATEGORY: 3. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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:

In accordance with the Lee County Port Authority Policy Manual, Section 140.01 and pursuant to Section 189.015, Florida Statutes, the Port Authority must file a schedule of its regular meetings for the year, setting the date, time and place of those meetings.

Attachment:
2021 Joint/ASMC Meeting Calendar Schedule

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 (7-0) 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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PORT BOARD AND ASMC MEETING SCHEDULE 2021

PLEASE NOTE: MEETINGS MAY BE CANCELLED OR RESCHEDULED DUE TO A HOLIDAY OBSERVANCE OR SCHEDULING ADJUSTMENT. ALL MEETINGS WILL BE HELD AT THE LEE COUNTY PORT AUTHORITY TRAINING AND CONFERENCE CENTER, 15924 AIR CARGO LANE, FORT MYERS, FLORIDA UNLESS OTHERWISE NOTED.

THE BOARD OF COUNTY COMMISSIONERS MAY CONVENE AS THE BOARD OF PORT COMMISSIONERS DURING THEIR REGULAR MEETING TO CONSIDER PORT AUTHORITY MATTERS. THE BOARD OF COUNTY COMMISSIONERS MEETINGS ARE HELD AT THE COMMISSIONER CHAMBERS, OLD COURTHOUSE, 2120 MAIN STREET, FORT MYERS, FLORIDA.

JANUARY 2021

- ◆ Thursday, January 7 @ 9:30 AM JOINT Meeting – Port Board & ASMC
- ◆ Tuesday, January 19 @ 1:30 PM ASMC Meeting

FEBRUARY 2021

- ◆ Tuesday, February 16 @ 1:30 PM ASMC Meeting

MARCH 2021

- ◆ Thursday, March 4 @ 9:30 AM JOINT Meeting – Port Board & ASMC
- ◆ Tuesday, March 16 @ 1:30 PM ASMC Meeting

APRIL 2021

- ◆ Tuesday, April 20 @ 1:30 PM ASMC Meeting

MAY 2021

- ◆ Thursday, May 6 @ 9:30 AM JOINT Meeting – Port Board & ASMC
- ◆ Tuesday, May 18 @ 1:30 PM ASMC Meeting

JUNE 2021

- ◆ Tuesday, June 15 @ 1:30 PM ASMC Meeting
- ◆ Thursday, June 24 @ 9:30 AM JOINT Meeting – Port Board & ASMC

2021 PORT BOARD AND ASMC MEETING SCHEDULE - continued

JULY 2021

❖ Tuesday, July 20 @ 1:30 PM ASMC Meeting

AUGUST 2021

❖ Tuesday, August 17 @ 1:30 PM ASMC Meeting

SEPTEMBER 2021

❖ Thursday, September 9 @ 9:30 AM JOINT Meeting – Port Board & ASMC
❖ Tuesday, September 21 @ 1:30 PM ASMC Meeting

OCTOBER 2021

❖ Tuesday, October 19 @ 1:30 PM ASMC Meeting

NOVEMBER 2021

❖ Thursday, November 4 @ 9:30 AM JOINT Meeting – Port Board & ASMC
❖ Tuesday, November 16 @ 1:30 PM ASMC Meeting

DECEMBER 2021

❖ Tuesday, December 21 @ 1:30 PM ASMC Meeting

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
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| <p>1. REQUESTED MOTION/PURPOSE: Request Board authorize staff to dispose of 3,290 shares of stock issued by American Airlines as part of its reorganization under Chapter 11 of the United States Bankruptcy Code</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Allows for the sale of American Airlines stock</p> | <p>5. CATEGORY: 4.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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:

In June 2013, American Airlines filed for bankruptcy in the US Bankruptcy court. As part of the reorganization under Chapter 11, the Lee County Port Authority was issued 3,000 shares of common stock in July 2014 and another 290 shares in August 2017. The stock value of these shares as of 9/30/2020 was \$41,388.

Board authorization is required to permit the sale of stock.

Attachment:
Authorization Resolution

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 (7-0)</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> |
|---|---|

A RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF
THE LEE COUNTY PORT AUTHORITY AUTHORIZING
BRIAN W. MCGONAGLE, LEE COUNTY PORT AUTHORITY DIVISION DIRECTOR
TO ENDORSE AND ARRANGE FOR THE SALE OF SHARES OF STOCK

WHEREAS, Lee County Port Authority has received 3,290 shares of American Airlines Stock as part of their reorganization under Chapter 11 of the United States Bankruptcy Code

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

- 1. Brian W. McGonagle, Lee County Port Authority Division Director, is hereby authorized and empowered to endorse and arrange for the sale of 3,290 shares of American Airlines stock

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Brian Hamman
Frank Mann
John E Manning
Cecil L. Pengergrass
Ray Sandelli

Done and adopted by the Board of Port Commissioners this _____ day of _____ 2020

ATTEST:	BOARD OF PORT COMMISSIONERS
CLERK OF THE CIRCUIT COURT	LEE COUNTY, FLORIDA
BY: _____	BY: _____
Deputy Clerk	Chairman
APPROVED AS TO LEGAL FORM:	
BY: _____	
Office of the Port Attorney	

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Nonparticipating Airline Airport Use Permit" agreement with Alaska Airlines, Inc.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: from November 1, 2020, until terminated.</p> <p>4. WHAT ACTION ACCOMPLISHES: Specifies terms and conditions for the airline's use of facilities and equipment at RSW.</p>	<p>5. CATEGORY: 5. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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:

Alaska Airlines, Inc. will begin service between Southwest Florida International Airport, Los Angeles International Airport (LAX) and Seattle-Tacoma International Airport (SEA) in November, 2020. As requested, Alaska Airlines has signed the latest version of the Authority's standard "Nonparticipating Airline Airport Use Permit" agreement.

The proposed permit agreement allows the carrier to use certain ramp space, equipment, and terminal facilities, in return for landing fees, terminal use fees, equipment use charges, and aircraft parking fees. The proposed agreement may be terminated by either party upon thirty (30) days advanced notice.

Attachments:

1. Contract Summary
2. Proposed 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 (7-0) 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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Contract Summary

Type of Agreement: Nonparticipating Airline Airport Use Permit

Carrier: Alaska Airlines, Inc.
19300 International Blvd.
Seattle, WA 98188

Premises: Allows carrier to use certain ramp space, equipment, and terminal facilities at RSW

Allowed Use(s): Airline passenger and cargo service

Term: Begins November 1, 2020; may be terminated by either party at any time upon 30 days' advance written notice

Fees: Landing fees, terminal use fees, equipment use charges, aircraft parking fees, etc.

Security/Perf. Guaranty: \$50,000.00; adjustable at Authority's discretion after first year

Insurance Requirements: for aircraft in excess of 20,000 lbs. maximum gross landing weight, \$300 million combined single limit per occurrence comprehensive airline hull and liability insurance (\$25 million for personal injury to non-passengers)

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

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

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.*

NONPARTICIPATING AIRLINE AIRPORT USE PERMIT

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

This Nonparticipating Airline Airport Use Permit ("Permit"), is an agreement made this ____ day of _____, 20____, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 ("Authority"), and **ALASKA AIRLINES, INC.**, an Alaska corporation, maintaining offices at 19300 International Blvd., Seattle, WA 98188 ("Carrier").

Background

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

Carrier desires to operate passenger airline service at the Airport and to use certain of the Authority's facilities in conjunction with its operations, such as gate parking positions, jet bridges, gate areas, passenger holdroom areas, and baggage claim areas.

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

ARTICLE 1

GRANT OF PRIVILEGE TO USE AIRPORT TERMINAL AND FACILITIES

The Authority hereby grants Carrier permission to use the aircraft ramp space, equipment, and terminal operating facilities that may be assigned to Carrier by the Authority pursuant to the procedures set forth in Exhibit A hereto, subject to the terms and conditions set

forth herein (including Exhibit A of this Permit, as may be amended from time to time by the Authority), for the operation of aircraft owned or leased by the Carrier, and related passenger services, at the Airport. Any facilities that become assigned to Carrier by the Authority are referred to below as the "Authority Facilities" or "Facilities."

Carrier shall not provide ground services, or any other services, to any other airline, unless Carrier first secures a Ground Service Permit Agreement or other written agreement from the Authority allowing such work.

ARTICLE 2

TERM

This Permit shall be effective beginning on November 1, 2020, or the date Carrier first operates at the Airport, whichever occurs first, and shall continue until terminated, at any time, by either party giving at least thirty (30) days prior written notice to the other.

ARTICLE 3

FEES AND CHARGES

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

- (1) Landing Fees, based on the standard landing weight of each aircraft (as set forth in Exhibit B hereto, or as otherwise established by the Authority), at the rate then in effect, as established by the Authority effective each October 1, or as may be changed by the Authority at any time upon thirty (30) days written notice; plus
- (2) Terminal Use Fees, in accordance with the rates set forth on Exhibit B attached hereto, as may be changed by the Authority at any time upon thirty (30) days written notice;
- (3) Equipment Use Charges, in accordance with the rates set forth on Exhibit C attached hereto, as may be changed by the Authority at any time upon thirty (30) days written notice;
- (4) Aircraft Parking Fees, at the rates set forth in Exhibit C; plus

- (5) Metered Charges, to the extent any utilities utilized by Carrier are separately metered; plus
- (6) Miscellaneous Charges, meaning:
 - (a) such reasonable and nondiscriminatory fees and charges that may be established by Authority for any other services or facilities that are requested by Carrier and provided by the Authority; and
 - (b) Carrier's pro rata share of the Authority's costs in providing any additional services or facilities the Authority may be required by any governmental entity having jurisdiction over the Airport (except the Authority acting in its proprietary role) to provide to Carrier.

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

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

Section 3.3 Payment. Based on such reports, or the Authority's landing records, the Authority will issue monthly invoices to Carrier and Carrier will pay such invoices within 30 days from the date of each such invoice. In the event Carrier fails to provide any required written report within the time specified herein, or if the data set forth on said written report submitted to the Authority appears to be inaccurate, the Authority may, based on previous reports or other information available to the Authority, estimate Carrier's activity for the previous month and issue invoices based thereon. Carrier shall be liable to the Authority for any deficiencies in payments

based upon such estimates. If such estimates result in an overpayment by Carrier, the Authority shall remit, or, at Authority's option, credit such overpayment to Carrier. Carrier shall make all payments to the Authority, without any set off or deduction, to: Lee County Port Authority, Finance Department, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913. The acceptance of payment by the Authority from Carrier shall not preclude the Authority from verifying the accuracy of Carrier's reports on which Carrier's rentals, fees, and charges are based as provided in this Article and shall not be deemed a waiver of interest due, if any.

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

Section 3.5 Auditing. The Authority or its duly authorized representative(s) may examine Carrier's operational books and records relating to determining amounts payable under this agreement (for example, the numbers and types of aircraft Carrier operated at the airport during the period in question), during all reasonable business hours, in Carrier's offices or such other place as mutually agreed to between Carrier and the Authority. Upon the Authority's written request for examination of such books, and records Carrier shall produce such items in Lee County, Florida, within fifteen (15) business days or pay all reasonable expenses, including but not limited to transportation, food, and lodging for the Authority's Internal Auditor or his representative(s) to audit said books and records outside Lee County.

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

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

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

ARTICLE 4

PERMIT IS NONTRANSFERABLE

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

ARTICLE 5

SIGNAGE

Carrier may not install any sign without prior written approval by the Authority, which may be withheld for any reason, or may be conditioned on Carrier:

- (i) submitting to the Authority, for the Authority's approval, complete plans and specifications for the proposed work, utilizing the procedures set out in the "Leasehold Development Standards";
- (ii) obtaining and pay for all permits and approvals required, and pay any applicable impact fees or other development fees;
- (iii) providing the Authority with proof of insurance of the types and in the amounts set forth below;
- (iv) executing, delivering to the Authority, and recording in the public records of Lee County, separate payment and performance bonds which comply with the requirements of Florida Statutes Section 255.05(1)(a) and are satisfactory to the Authority, in at least the full amount of the contract price for completing the work; and
- (v) obtaining from the Authority written approval of the design plans and specifications and a written Notice to Proceed. The Authority reserves the right to require Carrier to resubmit designs and plans until acceptable to the Authority. Any requirement of such resubmittal will state the reason(s) the plans were unacceptable and, where applicable, the changes requested by the Authority.

ARTICLE 6

MAINTENANCE

Section 6.1 Maintenance. Carrier shall promptly repair any and all damages to the Facilities caused by its employees, agents, guests, or invitees, ordinary wear and tear and causes beyond the reasonable control of Carrier only excepted.

Section 6.2 Spills. Carrier, or responsible contractor of Carrier, shall immediately notify the Authority in the event of fuel or chemical spills where there is a possible impact on the environment, and Carrier shall be responsible and liable for any damage or expense to the Authority caused by such fuel or chemical spill.

ARTICLE 7

PERFORMANCE GUARANTEE

Carrier will provide the Authority, prior to commencement of operations hereunder, a security deposit in the amount of \$50,000.00, in the form of cash or an irrevocable letter of credit. If said security is provided in the form of an irrevocable letter of credit, the letter shall be issued and drawn on an American bank or trust company, be acceptable to the Authority in form and content, permit partial drawings, and automatically renew each year until the termination or expiration of this agreement. If such letter of credit is not renewed, Carrier shall deliver a replacement letter of credit to the Authority at least thirty (30) days before expiration of the current letter of credit; failure to do so will constitute a breach and entitle the Authority to present the letter of credit for payment.

In lieu of cash or a letter of credit, the Authority may accept, at its sole option, a performance bond which is a binding guaranty, to secure the faithful performance by Carrier of Carrier's obligations under this agreement, in form and substance acceptable to the Authority, in the amount stated above, duly issued by a surety company which is acceptable to the Authority,

pursuant to which the surety company agrees to pay the Authority any amount up to the sum stated above, within twenty-four (24) hours after delivery to the said surety of the Authority's signed statement that such funds are payable to the Authority because of Carrier's default under the terms and conditions of this agreement. Such guaranty shall be in full force and effect during the term of this agreement, provided that if initially issued for a lesser term, Carrier shall deliver a renewal certificate or replacement guaranty (similar in all respects to the initial guaranty) to the Authority at least thirty (30) days before expiration of the current guaranty; failure to do so will constitute a breach and entitle the Authority to collect under the existing guaranty.

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

In lieu of providing the performance guarantee required by this Article 7, Carrier may either:

- (a) prepay fees in advance of each actual operation at the Airport by making payment to the Authority's Finance Department, in advance, of such amount as said Finance Department may estimate will at least equal the amount of fees to be incurred by Carrier (the Authority will reconcile such amounts, based on actual operations, and any amount overpaid by Carrier shall be duly returned); or
- (b) be designated as an "Affiliate" pursuant to, and by an airline which is a party to, an "Airline-Airport Use and Lease Agreement" with the Authority, provided such airline agrees to serve as financial guarantor for all rentals, fees, and charges incurred by Carrier at the Airport.

ARTICLE 8

RELEASE, HOLD HARMLESS, INDEMNIFICATION

Carrier 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, to any person or property in connection with the use

of the Airport by Carrier, its contractors, employees, and agents, and for any and all fines or penalties imposed by any governmental agency (including, but not limited to, the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA") as a result of the failure of Carrier or its contractors, agents or employees to abide by or comply with any statute, ordinance, rule, regulation, or other requirement (including but not limited to breaches of the Airport's security) except to the extent that such injury, loss, damage, fine, or penalty is caused by the willful misconduct or negligence of the Authority or Lee County, its directors, officers, employees, agents, or contractors.

ARTICLE 9

INSURANCE

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

- (1) Workers' Compensation insurance in such amounts as may be required by the Florida "Workers' Compensation Law" law, and Employers' Liability insurance with coverage limits of at least \$500,000. A waiver of subrogation, in favor of Authority, is required for this coverage.
- (2) Comprehensive Airline Hull and Liability insurance as follows:
 - (a) For aircraft in excess of 20,000 pounds Maximum Gross Landing Weight (MGLW):

Comprehensive Airline Hull and Liability insurance with limits of not less than \$300,000,000 (\$25,000,000 for personal injury to non-passengers) combined single limit per occurrence, including, but not limited to, aircraft liability and passenger legal liability. Such insurance shall include an endorsement for contractual liability.
 - (b) For aircraft in excess of 15,000 pounds but not more than 20,000 pounds Maximum Gross Landing Weight (MGLW):

Comprehensive Airline Hull and Liability insurance with limits of not less

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

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

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

All Comprehensive Airline Liability required by this part (2) shall provide coverage for events which occur during the policy period, and not on a claims made basis, and shall include endorsements:

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

The Authority and Carrier agree to have all fire and extended coverage and material damage insurance carried with respect to the Airport, the property or any portion of either endorsed with a clause which waives all rights of subrogation that the insurer of one party might have against the other party.

Prior to the commencement of this Permit, certificates of insurance shall be delivered to the Authority evidencing compliance with the insurance terms of this Permit. Carrier will also provide

Authority a copy of any endorsement to said policies, or a copy of said policies, or both, upon request by Authority. All of the above insurance shall be written through a company or companies satisfactory to the Authority, and the certificates of insurance shall be of a type that unconditionally obligates the insurer to notify the Authority in writing in advance of the effective date in the event of a material change in or cancellation of such insurance.

If Carrier fails to provide or to maintain during the term of this Permit the insurance required by this section, the Authority may terminate this Permit without notice to Carrier. Certificates of insurance and other related notices shall be sent to:

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

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

ARTICLE 10

TAXES, LICENSES, AND PERMITS

Carrier shall pay any applicable sales, use, or other taxes that may be imposed on the Authority for services furnished to Carrier under this Permit. Carrier will also be responsible for the payment of any use or property taxes levied on tangible personal property owned by Carrier, but Carrier shall not have responsibility for any use or property taxes levied on tangible personal property owned by the Authority. All licenses, fees, and permits imposed upon the Authority in order to perform hereunder shall be the responsibility of Carrier.

ARTICLE 11

AVAILABILITY OF FACILITIES

The Authority will not be liable or responsible, nor be obligated to perform hereunder, nor be deemed to be in default hereunder, for any failure to provide or delay in providing any Facilities. In the event of any conflict between the needs of the Authority, and any other carriers for whom the Authority provides Facilities covered by this Permit, the needs of the Authority shall be given priority; then the needs of Carrier and such other carriers shall be afforded priority according to the Authority's procedures as outlined in Exhibit A, as may be amended by the Authority.

A Facility Assignment (as defined in Exhibit A) shall expire at the time specified therein, or upon the termination of this Permit, whichever occurs first. The Authority reserves the right to utilize any Facilities assigned to Carrier and not used by Carrier during such assigned period(s) or to reassign such Facilities to another Carrier.

ARTICLE 12

STORM WATER COMPLIANCE

Section 12.1 Laws. Carrier acknowledges that the Airport is subject to federal storm water regulations (40 CFR Part 122) and state storm water regulations (Chapter 373, Part IV, and Chapter 403, Florida Statutes, and Rule 62-621.100 *et seq.*, Fla. Admin. Code).

Section 12.2 Carrier's compliance with Authority's permit from FDEP. Authority has obtained a storm water discharge permit for the Airport (Multi-Sector Generic Permit #FLR05A496) from the Florida Department of Environmental Protection ("FDEP"). Carrier will observe and comply with, and agrees not to cause any violation of, said permit or the Authority's Storm Water Pollution Prevention Plan ("SWPPP"), Best Management Practices ("BMPs"), or any

Multi-Sector Generic Permit that has been, or in the future is, issued for the Airport by the FDEP.

Section 12.3 Permittee to obtain own FDEP permit if permit is necessary. The Authority's permit does not cover Carrier or Carrier's performance of any "industrial activities" as defined in 14 CFR Part 122. If Carrier desires to perform any vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, or deicing/anti-icing operations, then Carrier must first obtain its own permit from the FDEP.

Section 12.4 Best Management Practices. Authority and Carrier acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Carrier acknowledges that the Authority acting reasonably may require Carrier to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by the Carrier, by implementing and maintaining "Best Management Practices." Upon request, Authority shall promptly provide a copy of the then current "Best Management Practices" that apply to the Carrier's operations. Authority will allow Carrier a reasonable opportunity to comment on proposed changes to "Best Management Practices" to ensure that those changes are consistent with applicable laws and minimize any potential negative impact to the Carrier's operations under this Permit.

For purposes of this Article, the following definitions apply:

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

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

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

ARTICLE 13

CONFLICTS

This Permit is subject to the terms and conditions of all existing Airport contracts to the extent that any of the terms of this Permit would otherwise conflict with the obligations of the Authority under such contracts, and the Authority will not be obligated to provide any facilities hereunder if, in the Authority's opinion, Authority demonstrates to Carrier that the provision of such services or facilities would likely legally conflict with any terms or conditions of any such existing agreements.

ARTICLE 14

CONDITION OF FACILITIES

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

ARTICLE 15

NATURE OF CARRIER'S INTEREST

This Permit is strictly a license to use the Facilities that may be assigned by the Authority to a carrier via a Facility Assignment Letter (pursuant to 1.8 of Exhibit A hereto). This Permit does not confer upon the Authority any control over, or obligation of bailment with respect to, any aircraft or other equipment owned or operated by Carrier, and does not subject the Authority to any of the liabilities of an owner, user, bailee, lessor, lessee, or operator of any aircraft or other equipment owned or operated by Carrier.

ARTICLE 16

COMPLIANCE WITH LAWS

Carrier (including its officers, agents, employees, and contractors) shall comply at all times with all applicable laws, and all other applicable statutes, ordinances, orders, directives, rules, and regulations of the governmental authorities having jurisdiction.

ARTICLE 17

FAA CLAUSES

Section 17.1 Incorporation of required provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by the FAA or any other governmental body or agency. In the event that the FAA or any successor requires modifications or changes in this agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Carrier agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this agreement as may be reasonably required.

Section 17.2 Subordination. This agreement is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement

entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

Section 17.3 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Authority reserves the right to grant similar privileges to another Carrier or other Carriers on other parts of the Airport.

ARTICLE 18

CIVIL RIGHTS AND TITLE VI

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

18.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, Airline, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation

to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

18.3 *Transfer of Real Property Acquired or Improved Under the Airport Improvement*

Program.

- A. Airline, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Airline will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

18.4 *Construction/Use/Access to Real Property Acquired Under the Activity, Facility or*

Program.

- A. Airline, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

18.5 *Title VI List of Pertinent Nondiscrimination Acts and Authorities.* During the

performance of this contract, the Airline, for itself, its assignees, and successors in

interest(hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

ARTICLE 19

GENERAL PROVISIONS

Section 19.1 Entire agreement. This contract sets out the entire agreement between the parties for the described premises. There are no implied covenants or warranties. 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.

Section 19.2 Notices. Notice to the Authority will be sufficient if sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight delivery service (e.g. Federal Express, Airborne Express, DHL), to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Carrier will be sufficient if sent in the same manner, addressed to Carrier at the Carrier's address set forth on page 1 above. The parties may designate in writing other addresses for notice. Notice shall be deemed given when received.

Section 19.3 Headings. The headings within this agreement are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 19.4 Incorporation of exhibits. All exhibits referred to in this agreement are intended to be and hereby are specifically made a part of this agreement.

Section 19.5 Time. Time is of the essence in the performance of this agreement.

Section 19.6 Governing law and venue. This agreement shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into

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

Section 19.7 Waiver of right to jury trial. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this contract or Carrier's use of the Airport.

Section 19.8 Attorneys' fees. Should any action or proceeding be commenced to enforce any of the provisions of this agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

Section 19.9 Nonwaiver of breaches. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 19.10 Administration of Permit. Whenever in this agreement Carrier is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with the Authority, then, unless specifically provided to the contrary above, Carrier shall deal with the Authority's authorized representative; and unless and until the Authority gives Carrier written notice to the contrary, the Authority's authorized representative shall be the Authority's Executive Director.

Section 19.11 Airport development. The Authority reserves the right to further develop, change, or improve the airport and its routes and landing areas as the Authority sees fit, without

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

Section 19.12 Carrier's noninterference with aircraft. Carrier will not use the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, the Authority reserves the right to abate or eliminate the interference at the expense of Carrier.

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

ALASKA AIRLINES, INC.

(Carrier)

By: _____



Shane Jones

Title: _____

Vice President

Airport Real Estate & Development

Date: _____

9/25/20

WITNESSED:

Witness: _____



Print Name: _____

Richard Dineen

Date: _____

9/25/20

Witness: _____



Print Name: _____

Wayne Fleach

Date: _____

9-25-2020

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

EXHIBIT A

LEE COUNTY PORT AUTHORITY GATES AND FACILITIES PROCEDURES

The Lee County Port Authority is the operator of the Airport and the Facilities located within the Airport Terminal Complex.

In order to provide Carrier and the traveling public with prompt, safe, efficient, and competitive service at the Airport and Authority Facilities, the Authority herein establishes the following procedures:

SECTION I. DEFINITIONS

The following words, terms, and phrases, wherever used herein and in the Permit, shall have the following meaning.

- 1.1 Airport - The Southwest Florida International Airport as it now exists or may hereafter be improved or expanded.
- 1.2 Airline - Any company providing passenger air transportation service at the Airport.
- 1.3 Authority - The Lee County Port Authority.
- 1.4 Facilities - Those terminal facilities and equipment and related common use areas assigned to Carrier or added from time to time by the Authority, for Carrier's nonexclusive use, which may include an assigned aircraft parking position and jetbridge (collectively referred to as a "Gate"), ticket counters, operational offices, baggage make-up areas, baggage claim belts, and hold rooms and related equipment.
- 1.5 Scheduled Service - Airline operations that are performed at the Airport at least five times per week on a year-round basis.
- 1.6 International Service - Any flight that originates or terminates outside the continental United States.
- 1.7 Domestic Service - Any flight both originating and terminating in the continental United States.
- 1.8 Facility Assignment - The Authority's response to a request by an airline for Facilities, assigning the requested Facilities or alternate Facilities pursuant to the terms of this Permit and setting forth any other conditions of use.

1.9 Gate Slot Assignment - The privilege of having access to a Gate at a given time and for a given duration, that meets the operating requirements of the aircraft, as approved by the Authority and subject to the terms and conditions set forth herein.

1.10 Peak Gate Slot Assignment Periods - Those slot assignment periods when anticipated Gate Slot Assignment requests are expected to exceed the requested capacity of the Gate Facilities.

1.11 Inauguration Date - The date upon which Carrier commences operations at the Southwest Florida International Airport under this Permit.

1.12 Commuter Airline - Any airline operating at the airport solely with aircraft having: (i) a certificated maximum gross landed weight equal to or less than 55,000 pounds, and (ii) fifty (50) seats or less.

SECTION II. ASSIGNMENT OF USE OF AUTHORITY FACILITIES TO CARRIER

2.1 The Authority will make Gate Slot Assignments and other Facility Assignments in accordance with the terms and conditions of this Permit.

2.2 No Airline has any right to the exclusive use of any Facility.

2.3 Gate Overtime Parking charges and additional Ticket Counter charges may be assessed if the Carrier's occupancy time exceeds the time set forth below and impacts the operation of another Airline. Aircraft operating off-schedule or outside the assigned Facility Use Period shall make every attempt to minimize occupancy times to avoid impacting other previously scheduled operations. The Authority will take all reasonable measures to assist Carrier in avoiding such impacts. The maximum permissible occupancy times for assigned ticket counter positions and Gates, are as follows:

	<u>TICKET COUNTER</u>		<u>GATE</u>
	<u>POSITIONS</u>	<u>TIME</u>	<u>TIME</u>
<u>DOMESTIC</u>			
Narrow Body Aircraft	2	3.0 hrs	1 hour 30 min
Wide Body Aircraft	4	3.0 hrs	1 hour 30 min
<u>INTERNATIONAL</u>			
Narrow Body Aircraft	2	3.5 hrs	1 hour 45 min
Wide Body Aircraft	3	4.0 hrs	1 hour 45 min
Wide Body B 747 Aircraft	3	4.5 hrs	1 hour 45 min

The Authority may extend or reduce these times; provided, however, extensions that would interfere with Facility Assignments to other Airlines will not be given.

2.4 Any Airline desiring to use a Gate Facility for overnight parking must coordinate such parking with the Authority. Notwithstanding the Authority's approval of such overnight parking, if the Authority gives Airline one (1) hour notice that said Gate is required to stage an aircraft arrival, then the Airline shall remove its aircraft from the Gate as directed by the Authority. The fees for failure to remove aircraft when requested or agreed upon are indicated on the attached Exhibit C.

2.5 All Gate Slot Assignments will be done in accordance with the conditions, procedures, and priorities set forth herein. All Scheduled Airlines shall submit written requests for their desired Gate Slot Assignments at least thirty (30) days prior to publication of scheduled service additions and changes in the O.A.G. All other Airlines shall submit their Gate Slot Assignment requests following the procedures set forth for scheduled Airlines. Any Airline not following such procedures will be provided a Gate Slot only if available, regardless of its priority hereunder. If an Airline that has an assigned Gate Slot is maintaining the same schedules for the new Gate Slot Assignment period, a new request submittal will not be necessary, and it will be assumed by the Authority that the Airline is requesting the same Gate Assignment Slot(s).

All Airlines shall submit written copies of their proposed upcoming Gate Slot Assignment requests to the Authority at the earliest possible date. The date of submission of such information will be a consideration in assignment of Facilities, along with the Gate prioritization stated herein. Any Gate Slot Assignment request not approved within forty-five (45) days of submission to the Authority will be deemed denied, and will require resubmission to be considered. Once Gate times have been assigned, an Airline will be charged for unused Gate Slot Assignments which result in lost revenue to the Authority, unless Carrier's flight was scheduled for the Gate Slot Assignment but was unavoidably delayed or cancelled due to bad weather conditions. Such charges shall be based on the amount of revenue lost from Landing Fees, Terminal Use Fees, and Facility Use Fees which would have been derived from other Airlines that requested the same Gate Slot Assignment period.

In determining Peak Gate Slot Assignment conflicts, the Authority shall attempt to resolve conflicting demands through negotiations with the involved Airlines to arrive at a reasonable and objective solution consistent with the Permit terms and the priorities set forth herein.

2.6 In determining Gate Slot Assignments, the following priority will be used to determine the order of allocation by class of air service:

- A. First, all International Service, as defined in Section 1.6 of this Exhibit A. International flights shall be further prioritized as follows: first (A) any international flight operated at least one time weekly on a calendar year or on a seasonal basis; then (B) all other international service. International service within categories (A) and (B) shall be further prioritized as follows: (1) long haul flights, meaning all international flights originating outside of the North American Continent (including the Caribbean basin); (2) short haul flights, meaning all international flights originating from the North American continent

(including the Caribbean basin).

- B. Second, all Domestic Service, as defined in Section 1.7 of this Exhibit A. Domestic flights are further prioritized as follows: first (A) scheduled service, as defined in Section 1.5 of this Exhibit A; then (B) Other Domestic Service - All other domestic service requiring a Gate. Notwithstanding the preceding sentence, in the event of any conflict between jet aircraft and non-jet aircraft, jet aircraft will normally be given priority over non-jet aircraft.

2.6.1 Slot Assignment Prior Use Priority - If two (2) or more Airlines compete for the same Gate Slot Assignment Period, the Airline that has been using the Gate Slot Assignment for the longer period of time in the equivalent season shall have priority. There are two (2) six-month seasons in the Fiscal Year. The first season begins October 1.

2.7 There shall be no less than fifteen (15) minutes separation between Gate Slot Assignments and other Facility Use Assignments if the Facility assignment is not on a continuing 24-hour basis.

2.8 Airlines may be granted the option of contracting with other Airlines for the use of Terminal Facilities under lease from the Authority, or from the F.B.O. Facility, if the Authority gives prior written approval. Any such approval will be for a period not exceeding thirty (30) days at one time, and all fees and charges payable for such Facilities use shall not exceed directly or indirectly the charges that would be payable to the Authority for similar Facilities, unless authorized by the Authority.

2.9 The Authority reserves the right to deny a priority use of Facilities for reasons which include: 1) enhancement of competitive international and domestic air service to the air service region the Airport serves; 2) abuse of Facilities; 3) reckless operation of equipment; 4) falsification of requests for Gate Slot Assignments or other Facility requests in number and use duration; 5) failure to timely pay use charges; or 6) continued abuse of the rights and obligations under this Permit after three warnings except for failure to pay Permit use charges.

SECTION III. MODIFICATION, ALTERATION, OR ADDITION TO PROCEDURES

3.1 This Exhibit A will remain in effect until and unless modified, altered, added to, or deleted by the Authority upon thirty (30) days written notice to Carrier.

EXHIBIT B
NON-PARTICIPATING AIRPORT FACILITY CHARGE (TERMINAL USE FEES)
(EFFECTIVE FOR 10/01/2020)

AIRCRAFT TYPE	STANDARD LANDING WEIGHT (LBS.)	AVG. # SEATS	ARRIVAL	DEPARTURE
A310-300	273,375	240	\$528.00	\$528.00
A319	134,481	134	\$294.8	\$294.8
A320-100	135,000	164	\$360.80	\$360.80
A320-200	143,000	150	\$330.00	\$330.00
A321-100	165,346	185	\$407.00	\$407.00
A330-200	396,830	293	\$644.60	\$644.60
A330-300	382,498	335	\$737.00	\$737.00
A340-200	405,650	263	\$578.60	\$578.60
A340-300	410,056	298	\$655.60	\$655.60
A350-900	451,945	315	\$693.00	\$693.00
B717-200	110,000	106	\$233.20	\$233.20
B727-200	161,000	134	\$294.80	\$294.80
B737-200	107,000	136	\$299.20	\$299.20
B737-300	115,800	128	\$281.60	\$281.60
B737-400	121,000	146	\$321.20	\$321.20
B737-500	110,000	108	\$237.60	\$237.60
B737-600	120,500	119	\$261.80	\$261.80
B737-700	128,000	138	\$303.60	\$303.60
B737-800	144,000	172	\$378.40	\$378.40
B737-900	144,000	183	\$402.60	\$402.60

EXHIBIT B (EFFECTIVE FOR 10/01/2020)
(Continued)

AIRCRAFT TYPE	STANDARD LANDING WEIGHT (LBS.)	AVG. # SEATS	ARRIVAL	DEPARTURE
B737 MAX 8	150,800	210	\$462.00	\$462.00
B747-100/200	585,000	442	\$972.40	\$972.40
B747-300	564,000	496	\$1,091.20	\$1,091.20
B747-400	630,000	420	\$924.00	\$924.00
B757-200	198,500	186	\$409.20	\$409.20
B757-300	224,000	243	\$534.60	\$534.60
B767-200 and 200ER	272,000	216	\$475.20	\$475.20
B767-300	300,000	269	\$591.80	\$591.80
B767-300ER	320,000	261	\$574.20	\$574.20
B767-400ER	350,000	245	\$539.00	\$539.00
B777-200	455,000	305	\$671.00	\$671.00
B787-800	365,000	250	\$550.00	\$550.00
C100	110,000	110	\$242.00	\$242.00
C300	121,500	135	\$297.00	\$297.00
DC10-30/40	403,000	262	\$576.40	\$576.40
MD81	128,000	172	\$378.40	\$378.40
MD87	128,000	139	\$305.8	\$305.8
MD82/MD88	130,000	172	\$378.40	\$378.40
MD83	139,500	172	\$378.40	\$378.40
MD-11 and 11ER	430,000	298	\$655.60	\$655.60
MD-90-30	142,000	158	\$347.60	\$347.60

EXHIBIT B (EFFECTIVE FOR 10/01/2020)
(Continued)

AIRCRAFT TYPE	STANDARD LANDING WEIGHT (LBS.)	AVG. # SEATS	ARRIVAL	DEPARTURE
EMB-145	41,226	50	\$110.00	\$110.00
EMB-170	72,310	78	\$171.60	\$171.60
EMB-175	74,957	80	\$176.00	\$176.00
EMB-190	94,799	98	\$215.60	\$215.60
EMB-195	99,208	108	\$237.60	\$237.60
CRJ200	47,000	50	\$110.00	\$110.00
CRJ700ER	67,000	70	\$154.00	\$154.00
CRJ900ER	73,500	90	\$198.00	\$198.00

Terminal Use Fees for aircraft not listed above will be \$2.20 per seat* for arrivals plus \$2.20 per seat* for departures, except that Terminal Use Fees for aircraft weighing less than 55,000 lbs. certificated maximum gross landed weight shall be assessed as follows:

<u>Number of Seats*</u>	<u>Arrival</u>	<u>Departure</u>
0-10	\$22.00	\$22.00
11-20	\$44.00	\$44.00
21-30	\$66.00	\$66.00
31-40	\$88.00	\$88.00
41-50	\$110.00	\$110.00

* The number of seats to be used in the calculation will be determined by the Authority for the standard, or average, configuration for that aircraft, by reference to the manufacturer's specifications or the Authority's reference manuals.

Note: If Carrier makes more than 31 flights to and from the Airport in a calendar month, Terminal Use Fees applicable to each additional flight after the first 31 flights in that calendar month will be seventy-five percent (75%) of the rates set forth above. Terminal Use Fees applicable to direct intercontinental flights (international flights directly between RSW and a point outside of the North American Continent, including the Caribbean basin) which also enplane or deplane passengers at another United States airport as part of continuing service to or from that intercontinental flight will be fifty percent (50%) of the rates set forth above. A "flight" means one arrival combined with one corresponding departure.

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

EXHIBIT C – Non Participating
Effective October 1, 2020

EQUIPMENT USE CHARGES

EQUIPMENT USE CHARGE PER TURN (includes Jet Bridge & 400 Hz power).....	\$165.00
PORTABLE GROUND POWER USAGE (GPU), charge per hour for usage of Port Authority’s GPU equipment when parked remotely.....	\$100.00
AIR STAIR FEE, daily rate (per aircraft, per day, for the period from 12:01 AM to 11.59PM, or any portion thereof).....	\$50.00
COMMON USE TICKET COUNTER SPACE, PER TURN, PER 2-POSITION TICKET COUNTER	\$115.00
COMMON USE TICKET COUNTER SPACE, PER TURN, PER 1-POSITION TICKET COUNTER	\$58.00
Only applicable to aircraft 12,500 lbs. or less	
COMMON USE TERMINAL EQUIPMENT (“CUTE”), PER TURN, PER SEAT (based on aircraft type’s average number of seats per Exhibit B).....	\$0.50*
*maximum of \$100.00 per turn	
COMMON USE CURBSIDE CHECK-IN SPACE, PER TURN, PER 2-POSITION TICKET COUNTER.....	\$25.00
COMMON USE BAGGAGE MAKE-UP SPACE WITH BAG BELT, PER TURN, PER SEAT.....	\$0.75**
**maximum of \$150.00 per turn	

AIRCRAFT PARKING FEES

RON PARKING FEES:

Overnight is defined as the period from 8:00 PM to 6:00 AM: \$100.00

RON PARKING FEES parked on North Ramp (former terminal site):

Daily rate (per aircraft, per day, for the period from 12:01 AM to 11:59 PM, or any portion thereof), up to 90 per month: \$150.00

AIRCRAFT APRON PARKING RATES

REGULAR APRON USE CHARGE, PER TURN	\$66.00
COMMUTER APRON USE CHARGE, PER TURN:	
Aircraft 12,500 lbs. or less	\$5.00
Aircraft exceeding 12,500 lbs.	\$15.00

AIRPORT FACILITY CHARGE

These charges are for all Non-Participating airlines for the use of the Gate and Baggage Claim areas (includes holdroom). These fees are based on average number of seats per aircraft type.

For the first 31 flights per month, \$4.40 per seat, per turn

For all flights over 31 flights per month, \$3.30 per seat, per turn

EMPLOYEE PARKING LOT

The charge for usage of Employee Parking lot.

Monthly fee \$15, per RSW badged employee

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a "Lease of Terminal Space at Southwest Florida International Airport" with Alaska Airlines, Inc.
2. **FUNDING SOURCE:** n/a
3. **TERM:** month-to-month, beginning November 1, 2020
4. **WHAT ACTION ACCOMPLISHES:** Leases terminal space to Alaska Airlines, Inc.

5. **CATEGORY:** 6.
Consent Agenda

6. **ASMC MEETING DATE:** 10/20/2020

7. **BoPC MEETING DATE:** 11/5/2020

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. BACKGROUND:

Beginning in November of 2020, Alaska Airlines, Inc. will begin operating passenger service to and from Southwest Florida International Airport, under a "Nonparticipating Airline Airport Use Permit" agreement with the Authority. Alaska Airlines, Inc. also desires to lease certain office and storage space within the Airport's terminal building to support its airline operations.

This proposed lease agreement will provide Alaska Airlines, Inc. with operations space (room # 1B412Q, which is approximately 139 square feet) on the first floor of the B concourse as well as airline ticket office space (room #2085D which is approximately 106 square feet, and expansion space immediately adjacent to room #2085D which is approximately 136 square feet) located on the second floor of the RSW terminal building.

The term of the proposed lease agreement will be month-to-month, beginning November 1, 2020. Either party may terminate the agreement at the end of a calendar month, by giving the other party thirty (30) days advance written notice. The initial monthly rent will be \$2,068.00 per month, and will increase to \$3,215.96 per month upon completion of Alaska Airline's initial buildout or May 1, 2021, whichever occurs first. Monthly rent is subject to periodic adjustment by the Authority beginning October 1, 2021, and annually thereafter.

Attachments:

1. Contract Summary
2. Proposed lease 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>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED **X (7-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Contract Summary

Tenant: Alaska Airlines, Inc.
19300 International Blvd.
Seattle, WA 98188

Leased Premises: Room #1B412Q, located on the first floor of the B concourse
(approximately 139 square feet)

Room #2085D and Expansion Space adjacent to Room #2085D,
located behind the ticket counters on the second floor of the RSW
terminal building (approximately 106 and 136 square feet
respectively)

Allowed Use(s): Office and storage space associated with tenant's airline operations

Term of Lease: Commences November 1, 2020 and will continue month-to-month
thereafter until terminated by either party upon thirty (30) days
advance written notice

Rents and Fees: Initial monthly rent of \$2,068.00 which increases to \$3,215.96 upon
completion of tenant's initial buildout. Monthly rents are subject to
change effective October 1, 2021, and not more frequently than
annually thereafter, with Authority giving at least thirty (30) days
advance written notice of such change.

Security/ Perf. Guaranty: \$50,000.00 security deposit provided for nonparticipating airline
agreement will also serve as security for this lease

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.*

LEASE OF TERMINAL SPACE AT

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida (herein referred to as "Authority") with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 and **ALASKA AIRLINES, INC.**, an Alaska corporation (herein referred to as "Lessee"), with offices at 19300 International Blvd. Seattle, WA 98188.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Lessee is an air carrier which utilizes the Airport pursuant to a "Nonparticipating Airline Airport Use Permit" (the "Use Permit"). To support its operations, 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

Section 1.1 Initial 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:

Room 1B412Q, containing approximately 139 square feet, located on the first floor of the B Concourse, as shown on Exhibit A attached hereto; and

Room 2085D, containing approximately 106 square feet, located behind the ticket counters on the second floor of the main terminal, as shown on Exhibit B attached hereto.

Section 1.2 Addition of Expansion Space. The area depicted as "Expansion Space" on the drawing attached as Exhibit B, containing approximately 136 square feet, will be added to the premises leased under this lease upon the "Completion Date," which shall be the earlier of:

- (A) substantial completion of Lessee's Minimum Build-out (as defined in Section 7.2 herein); or
- (B) issuance of a temporary or permanent certificate of occupancy for Lessee's Minimum Build-out; or
- (C) May 1, 2021.

The rent payable by Lessee shall be adjusted pursuant to Article 4 below. For purposes of this Lease, commencing on the Completion Date, all of the leased space identified on exhibits A and B are herein referred to collectively as the "premises" or "leased premises."

For purposes of this lease, the Completion Date will be set and conclusively determined by the date set out in Authority's

written notice to Lessee, unless Lessee can show that the above prerequisites to the Completion Date had not occurred by the date the Authority specified in the said notice. Lessee will use diligence and make good faith efforts to obtain permits, complete its build-out, and cause the Completion Date to occur as soon as possible.

ARTICLE 2
TERM

The initial term of this lease will commence on November 1, 2020, 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 thirty (30) 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 related to its airline operations 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 \$2,068.00. Beginning on the Completion Date, monthly rent shall increase to \$3,215.96. This rate is subject to being changed October 1, 2021, and not more frequently than annually thereafter, to such new rate as shall be determined by the Authority, provided that the 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 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
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 6
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 the Authority gives prior written consent, which will not be unreasonably withheld. Notwithstanding the preceding sentence, Lessee may allow its ground service provider to use the premises, provided such provider is and remains a party to a "ground service permit agreement" with the Authority.

ARTICLE 7
CONDITION OF PREMISES;
LESSEE'S IMPROVEMENTS; MAINTENANCE; REPAIRS; ALTERATIONS

Section 7.1 **Initial condition.** The 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 Maintenance Department.

Section 7.2 Lessee's Improvements. Lessee will, at Lessee's own cost and expense, design, obtain permits for, and complete construction of a new wall and doorway (the "Minimum Build-out") to fully enclose the "Expansion Space" identified on Exhibit B. 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, normal wear and tear excepted.

Section 7.3 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), replace any proprietary ticket counters or kiosks it has installed with ticket counter shells matching the standard Lee County Port Authority ticket counter shells, 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 8
RIGHT OF ENTRY

Authority or the 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 9
COMPLIANCE WITH LAWS

Lessee (including its officers, agents, servants, employees, contractors, suboperators, and any other person over which Lessee has the right to control) shall comply at all times with all present and future laws, including the Airport Rules and Regulations Ordinance (Lee Co. Ord. 94-09) as may be amended or superseded, and all other statutes, ordinances, orders, directives, rules, and regulations of the federal, state, and local governments, including the Authority, the Transportation Security Administration ("TSA"), and the Federal Aviation Administration ("FAA"), which may be applicable to its use of the premises and operations at the Airport.

ARTICLE 10
INDEMNITY AND HOLD HARMLESS; INSURANCE

During the term of this lease, Lessee will keep in force for the premises all insurance coverages of the applicable types, and in the amounts set forth in the Use Permit.

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 11
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 levied upon the premises during the time period attributable to the term hereof, 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 12
SECURITY DEPOSIT

If Lessee is a party to any other agreement with the Authority and has provided the Authority with security (whether in the form of a cash security deposit, a bond, or a letter of

credit) for its performance thereunder, such security shall also serve as security for Lessee's performance of Lessee's obligations to Authority under this lease. If Lessee is a party to an "Airline-Airport Use and Lease Agreement" with the Authority, for a term beginning October 1, 2008, but is not required to provide any "Contract Security" pursuant to the terms thereof, then Lessee shall also not be required to provide the Authority with security under this lease. Otherwise, within fifteen (15) days of the date of this lease agreement, Lessee must deliver to the Authority a cash security deposit, an irrevocable letter of credit, or a performance bond, in the amount of three (3) months' rent, to serve as security for the full and faithful performance by Lessee of all terms, covenants, and conditions of this agreement including but not limited to the rentals, fees, and charges to be paid, throughout the entire term of this agreement.

If a performance bond is provided, it shall be a binding guaranty to secure the faithful performance by Lessee of Lessee's obligations under this agreement, in form and substance acceptable to the Authority, duly issued by a surety company which is acceptable to the Authority, pursuant to which the surety company agrees to pay the Authority any amount up to the sum stated above, within twenty-four (24) hours after delivery to the said surety of the Authority's signed statement that such funds are payable to the Authority because of Lessee's default under the terms and conditions of this agreement. Such guaranty shall be in full force and effect during the term of this agreement, and Lessee shall deliver a renewal certificate or

replacement guaranty (similar in all respects to the initial guaranty) to the Authority at least thirty (30) days before expiration of the then-current guaranty.

If a letter of credit is provided, it shall be issued by an American bank or trust company, shall permit partial drawings, shall automatically renew each year unless at least sixty (60) days advance written notice of the issuer's election not to renew is provided to the Authority, and shall be otherwise satisfactory to the Authority in form and content. If the letter of credit is not to be renewed, Lessee shall deliver a replacement letter of credit to the Authority at least twenty (20) days before expiration of the current letter of credit; Lessee's failure to do so will constitute a breach of this agreement and will entitle Authority to present the existing letter of credit for payment and draw on same in addition to all other remedies available under this contract or at law. If the letter of credit is drawn upon, Lessee will replenish or replace same so as to always maintain the full amount required under this Article available for Authority's protection.

If Lessee faithfully performs its lease obligations and timely surrenders possession of the leased premises, Authority will repay the security deposit (if any), without interest, after expiration of the term within sixty (60) days of Lessee's request.

ARTICLE 13
FAA CLAUSES

Section 13.1 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 Enterprises (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of the Lessee under 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 Minority Business Enterprise ("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 13.2 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 13.3 Nonexclusivity. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the Authority reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

ARTICLE 14
CIVIL RIGHTS and Title VI

Section 14.1 General Civil Rights Provisions. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision

obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 14.2 Compliance with Nondiscrimination

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

- A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements

of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port Authority will

impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

***Section 14.3 Transfer of Real Property Acquired or
Improved Under the Airport Improvement Program.***

A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

**Section 14.4 Construction/Use/Access to Real Property
Acquired Under the Activity, Facility or Program.**

A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and

agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

Section 14.5 Title VI List of Pertinent

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted

- programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in

education programs or activities (20 USC 1681 et seq).

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 the 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 above written.

ALASKA AIRLINES, INC.

(Lessee)

By: 

Print Name: Shane Jones
Vice President


As Its: Airport Real Estate & Development

Date: 9/25/20

WITNESSED BY:

Witness: 

Print Name: Richard Duncan

Witness: 

Print Name: Wayne F. Fosh

LEE COUNTY PORT AUTHORITY

By: _____
Chair or Vice Chair,
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

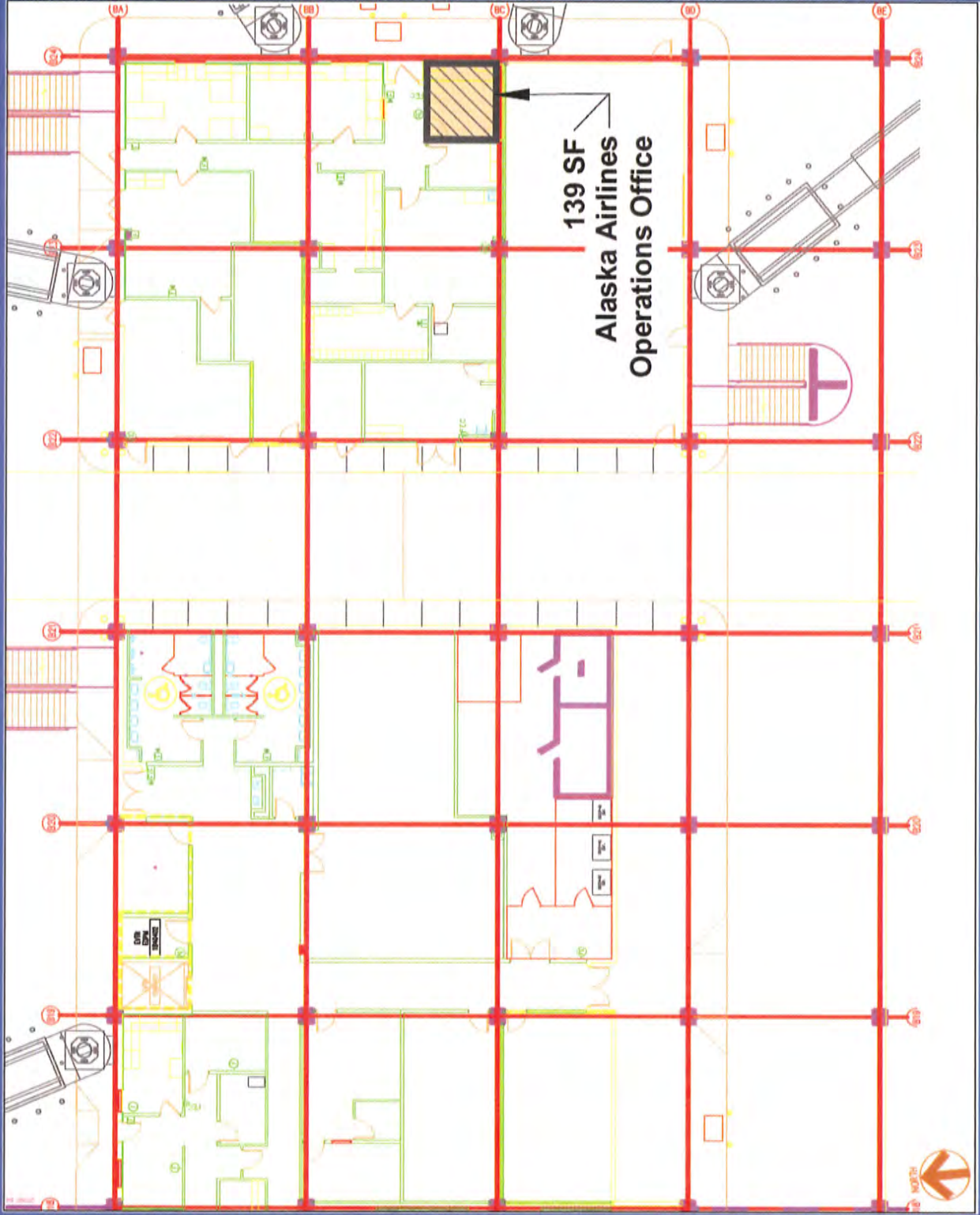


Exhibit A

First Floor
(Arrivals Level -
Below Conc B)

Alaska
Airlines
Operations
Office

Date: 11 - September - 2020





Terminal Building

Exhibit B

Second Floor
(Departures Level)

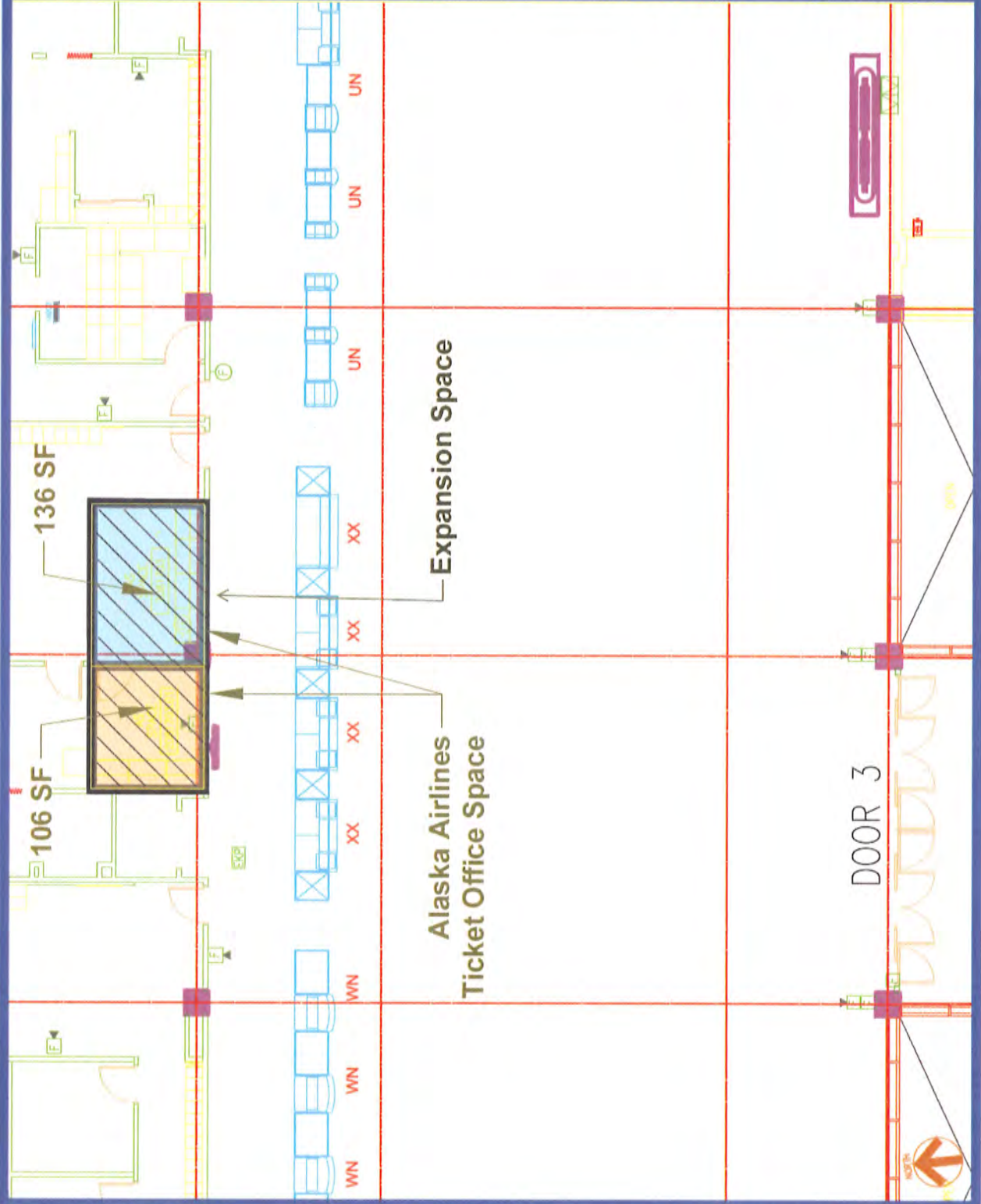
Alaska Airlines
Ticket Office
Space

LEGEND

 Office Space
(106 SF)

 Expansion Space
(136 SF)

Date: 11 - September - 2020



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a "First Amendment To Ground Lease For Construction and Operation of an MRO Facility at Southwest Florida International Airport" with Intrepid Aerospace, Inc.
2. **FUNDING SOURCE:** n/a
3. **TERM:** Forty years after the "Date of Beneficial Occupancy" (which will be no later than January 1, 2023), plus two (2) options to extend by five years each
4. **WHAT ACTION ACCOMPLISHES:** Amends the Ground Lease with respect to Lessee's deadline to obtain a survey of the parcel boundaries, submit applications for development, receive approvals for construction, and Lessee's inspection period.

5. **CATEGORY:** 7.
Consent Agenda

6. **ASMC MEETING DATE:** 10/20/2020

7. **BoPC MEETING DATE:** 11/5/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

Intrepid Aerospace, Inc. ("Intrepid") currently leases from the Authority a parcel of land adjoining, and including part of, the east end of the aircraft apron in the vicinity of the former (now demolished) terminal building, under a "Ground Lease For Construction and Operation of an MRO Facility at Southwest Florida International Airport" dated November 7, 2019. The premises totals approximately 24.04 acres and includes existing parking lot and aircraft apron area, along with unimproved land. The ground lease also provides Intrepid with a right of first refusal to lease an adjoining parcel of approximately 6.03 acres.

Intrepid now desires to amend the ground lease with respect to its time to obtain a survey of the boundaries; its time to submit development applications and obtain permits and approvals for construction; and the length of its "Inspection Period" (during which it may terminate the lease without cause). Specifically, this proposed first amendment will extend the time for Intrepid to obtain a survey of the boundaries of the premises, from November 7, 2020 to May 7, 2021; it will extend the time for Intrepid to submit applications to Lee County Development Services and South Florida Water Management District from June 30, 2021, to December 31, 2021; it will extend the deadline for Intrepid to receive all required governmental permits and approvals to commence construction of the minimum required improvements from December 31, 2021 to June 30, 2022; and it will extend the length of Intrepid's inspection period from May 7, 2021 to November 7, 2021.

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>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X** (7-0)
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

All other terms of the ground lease, including the overall term of the lease and the term of Intrepid's right of first refusal on the adjoining parcel, remain unchanged and in full force.

Attachments:

1. Contract Summary
2. Proposed amendment

CONTRACT SUMMARY

(Includes Effects of Proposed First Amendment)

Agreement: Ground Lease for Construction and Operation of an MRO Facility at Southwest Florida International Airport

Tenant: Intrepid Aerospace, Inc.
2900 Hunter Street
Fort Myers, Florida 33916

Leased Premises: 24.04 acres on and adjoining east end of “north ramp” at RSW

Allowed Uses: MRO of aircraft over 12,500 lbs; indoor storage of aircraft; outdoor storage of MRO customer aircraft awaiting or immediately following MRO work; operation of an air cargo facility

Term of Lease: Initial term will begin January 1, 2020, and continue until 40 years after the “Date of Beneficial Occupancy” (which will be no later than January 1, 2023); tenant has two (2) options to extend by five (5) years each

Rent: Potential “Phase-In Period Rent” (commencing no earlier than July 30, 2021, and ending on DBO) of \$10,245.37 per month.

Ground Rent, beginning on the DBO, as follows:

<u>Lease Year</u>	<u>Monthly Rent</u>
1 Through 5	\$50,465.63
6 Through 10	\$55,718.13
11 Through 15	\$61,517.32
16 Through 20	\$67,920.09
21 through 25	\$74,989.26
26 Through 30	\$82,794.21
31 Through 35	\$91,411.49
36 Through 40	\$100,925.68
41 Through 45 (1 st option)	\$111,430.10
46 Through 50 (2 nd option)	\$123,027.84

Security/Perf. Guaranty: \$200,000.00

Insurance:

- Aviation General Liability: \$10 million
- Hangar Keeper’s Liability: \$5 million
- Business Automobile Liability: \$5 million
- Property Insurance: Full Replacement Value

- Workers' Compensation: as required by Florida law
- Employers Liability: \$1 million
- Pollution Legal Liability: \$2 million per occurrence, and \$4 million annual aggregate
- Contractor's insurance (during construction):
 - Commercial General Liability: \$2 million per occurrence, and \$4 million aggregate
 - Workers' Compensation: as required by Florida law
 - Inland Marine Builder's Risk: All-risk, replacement cost, in an amount equal to at least 100% of the contract price of the work
 - Contractor's Pollution Legal Liability: \$2 million per occurrence, and \$4 million annual aggregate
 - Contractor's Professional Errors & Omissions: \$1 million per occurrence, and \$2 million annual aggregate

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

FIRST AMENDMENT TO GROUND LEASE
FOR CONSTRUCTION AND OPERATION OF AN
MRO FACILITY AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AMENDMENT is made and entered into this _____ day of _____, 20____, by and between **LEE COUNTY PORT AUTHORITY**, a special district of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 ("Authority"), **INTREPID AEROSPACE, INC.**, a corporation organized and existing under the laws of the state of Florida, with principal offices at 2900 Hunter Street, Fort Myers, FL 33916 ("Lessee"), and **NAI SOUTHWEST FLORIDA, INC.**, a Florida corporation (herein referred to as "Broker") as Lessee's broker.

Background

The Authority operates Southwest Florida International Airport, in Lee County, Florida (the "Airport"). Authority and Lessee are parties to a "Ground Lease For Construction And Operation Of An MRO Facility At Southwest Florida International Airport," dated November 7, 2019 (hereafter the "Agreement"). Authority and Lessee now desire to amend said Agreement.

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

1. EXTENSION OF TIME TO OBTAIN SURVEY OF BOUNDARIES.

Section 1.4 of the Agreement (entitled "Survey of boundaries") is hereby amended such that, in the second sentence, the deadline for Lessee to obtain, at its own costs, a precise

boundary survey and metes and bounds description of said parcels, is changed from November 7, 2020, and prior to commencing any construction, to May 7, 2021, and prior to commencing any construction.

2. EXTENSION OF TIME TO SUBMIT DEVELOPMENT APPLICATIONS AND OBTAIN PERMITS AND APPROVALS.

Section 1.5 of the Agreement (entitled "Rent milestones") is hereby amended such that, in the first sentence, the deadline for Lessee to submit bona fide applications to Lee County Development Services and the South Florida Water Management District for at least the "Minimum Required Improvements" as defined in Section 5.2, is changed from June 30, 2021, to December 31, 2021.

Section 1.5 of the Agreement is further amended such that, in the first sentence of the fourth paragraph, the deadline for Lessee to receive all required governmental permits and approvals, and commence and continue bona fide construction of the Minimum Required Improvements defined in Section 5.2, is changed from December 31, 2021, to June 30, 2022.

3. EXTENSION OF TIME FOR INSPECTION PERIOD.

Section 2.5 of the Agreement (entitled "Lessee's Inspection Period and option to terminate therein") is hereby amended such that, the length of Lessee's "Inspection Period" is changed from May 7, 2021, to November 7, 2021.

4. 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.

INTREPID AEROSPACE, INC.
(Lessee)

By: [Signature],
as its President
Date: 10/01/2020

WITNESSED:

By: [Signature]
Print Name: Francisco D. Rodriguez
By: [Signature]
Print Name: Santiago Varona

NAI SOUTHWEST FLORIDA, INC.
(Broker)

By: [Signature]
as its PRESIDENT
Date: 10/2/2020

WITNESSED:

By: [Signature]
Print Name: KEVIN S. LAYTON
By: [Signature]
Print Name: LANA J. FITZGERALD

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Lee County Port Authority
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

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Termination of Existing Leases, and New Lease of Hangars at Page Field" with two Paragon Airplane Leasing Co. entities and their broker.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: 10 years, plus two potential options to extend for an additional 5 years each.</p> <p>4. WHAT ACTION ACCOMPLISHES: Replaces existing lease of Hangar B (at 511 Danley Drive) and existing lease of office space in the GAC Building (605 Danley Drive) with a new lease of both Hangar B and Hangar D (531 Danley Drive).</p>	<p>5. CATEGORY: 8. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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:

Paragon Airplane Leasing Co., incorporated in Michigan ("Paragon Michigan") is a tenant under two existing leases from the Authority:

(1) a "Lease of Facilities at Page Field," dated March 8, 2018, covering "Hangar B," which is located at 511 Danley Drive (the "2018 Lease"); and

(2) a "Page Field Lease Agreement," dated October 29, 2007, as amended January 9, 2012, covering two offices in the G.A.C. Building at 605 Danley Drive (the "GAC Lease").

Since the 2018 lease was signed, the principals of Paragon Michigan: (a) formed a new Florida corporation, also called Paragon Airplane Leasing Co. ("Paragon Florida"), and plan to continue their flight school and related operations at Page Field utilizing this new company; and (b) formed a new Florida LLC, Cypress Air Charter, L.L.C. ("Cypress"), to operate their Part 135 charter business. Additionally, they desire to: (1) convert Hangar B to classroom and office space; (2) lease Hangar D, which is located at 531 Danley Drive and currently used by the Authority as a bulk hangar (i.e. storage of multiple aircraft for various owners); and (3) terminate the GAC Lease.

The proposed new agreement will terminate Paragon Michigan's 2018 Lease and GAC Lease, and replace both with a new lease of Hangars B and D to Paragon Florida, effective December 1, 2020. The main terms of the new lease are as follows:

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"/> (7-0)</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>
--	---

Background (continued)

- (1) The initial term will commence December 1, 2020, and will continue until no later than December 31, 2032.
- (2) If the tenant completes, and invests at least \$500,000 into, its proposed remodeling of Hangar B prior to the last year of the initial term, then it will have two options to extend the term of the lease for an additional five (5) years each (i.e. not beyond 12-31-42), and if it chooses not to exercise those options, the Authority will reimburse the tenant a certain percentage of its project costs expended (not to exceed \$280,000).
- (3) The lease will initially cover only Parcel A (which includes Hangar B). Parcel B (including Hangar D) will be added when the tenant chooses, but no later than 12-1-22.
- (4) Subject to the Authority's standard tie-down rates and charges, and the terms and conditions of the Authority's standard Commercial Aircraft Tie-down Agreement, the tenant will have the right to use up to 20 tie-down positions, and, upon obtaining a c.o. for its remodeling project, may use up to ten more.
- (5) Rent will initially be the same as it is under the existing Hangar B lease (\$7,546.77 per month, subject to a CPI adjustment on January 1, 2021).
- (6) When Parcel B (i.e., Hangar D) is added to the premises, rent will increase to \$13,660.00 per month (and will be escalated thereafter according to a set schedule), and aircraft maintenance will be added to the tenant's allowed uses.
- (7) If the tenant duly exercises one or both of its options to extend, CPI escalations will be applied at three-year intervals during the option period(s).
- (8) The tenant's affiliate, Cypress, will be allowed to use the leased premises for Part 135 charter operations, provided the tenant is not also utilizing the premises for charter operations, Cypress executes and keeps in force a written permit agreement with the Authority, and Cypress remains wholly-owned by the tenant or its principals.
- (9) The Authority will pay the tenant's broker, LSI Companies, Inc., \$32,677.46 after execution of the new lease, and another \$32,677.46 if the tenant completes, and obtains a c.o. for, the proposed remodeling of Hangar B.

Attachments:

1. Contract Summary
2. Proposed Lease

Lease Summary

Tenant: Paragon Airplane Leasing Co.
511 Danley Drive
Fort Myers, FL 33907

Leased Premises: Initial leased premises is approximately 33,146 square feet at Page Field, including Hangar B, located at 511 Danley Drive. Upon the “Expansion Date” an additional parcel of land containing approximately 1.44 acres, including Hanger D, located at 531 Danley Drive, will be added to the leased premises.

Allowed Use(s): Aircraft flight instruction services, Part 135 charter air transportation, aircraft management services, and, upon the Expansion Date, aircraft maintenance and repair services

Term of Lease: Begins December 1, 2020, and continues until the earlier of 11:59 p.m. on the date that is ten (10) years after the Date of Beneficial Occupancy, or December 1, 2032, with potentially two options to extend for an additional five (5) years each.

Rents and Fees: Initial Base Rent of \$7,546.77 per month, subject to CPI adjustment January 1, 2021.

Beginning on the Expansion Date, Base Rent will be changed to the following:

<u>Lease Year</u>	<u>Monthly Rent</u>
1	\$13,660.00
2	\$13,849.93
3	\$14,042.68
4	\$14,238.26
5	\$14,436.85
6	\$14,772.77
7	\$15,117.11
8	\$15,470.02
9	\$15,831.78
10	\$16,202.61

Subject to CPI adjustment on the first day of the calendar month immediately following the date that is thirteen (13) years after the Expansion Date, and every three (3) years thereafter.

Security/Perf. Guaranty: \$11,300.00

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 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.

TERMINATION OF EXISTING LEASES,

AND

NEW LEASE OF HANGARS

AT PAGE FIELD

THIS AGREEMENT is made and entered into this 5th day of November, 2020 (the "Effective Date"), by and between **LEE COUNTY PORT AUTHORITY**, a special district of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **PARAGON AIRPLANE LEASING CO.**, a Michigan corporation (herein referred to as "Paragon Michigan"), **PARAGON AIRPLANE LEASING CO.**, a Florida corporation, with offices at 511 Danley Drive, Fort Myers, Florida 33907 (herein referred to as "Lessee"), and **LSI COMPANIES, INC.**, a Florida corporation (herein referred to as "Broker") as Lessee's broker.

Background

Page Field (the "Airport"), is a regional general aviation reliever airport owned by Lee County, a political subdivision and Charter County of the State of Florida. 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 operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges.

The Authority, as landlord, and Paragon Michigan, as tenant, are parties to a lease agreement dated March 8, 2018 (the "2018 Lease"), which replaced a lease agreement dated March 12, 2007 (the "2007 Hangar Lease"). The parties now desire to terminate the 2018 Lease to Paragon Michigan, and replace it with this new lease to Lessee, effective December 1, 2020.

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



ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Section 1.1 Initial leased premises. Subject to the terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Lessee the following described real property (referred to herein as "Parcel A" or the "premises" or "leased premises") within the boundaries of Page Field, in the County of Lee, State of Florida:

A parcel of land, located at 511 Danley Drive, Fort Myers, upon which is a hangar building known as and referred to herein as Hangar B, containing approximately 33,146 square feet and depicted as the "PARCEL A" on the drawing attached hereto as "EXHIBIT A."

Section 1.2 Addition of second parcel (Parcel B). The parcel of land depicted as "PARCEL B" on the drawing attached hereto as "EXHIBIT A;" within the boundaries of Page Field, in the County of Lee, State of Florida, containing approximately 1.44 acres, upon which is a hangar building known as and referred to herein as Hangar D, with a street address of 531 Danley Drive, Fort Myers, Florida (referred to herein as "Parcel B") that will be added to the property leased under this lease, commencing on the "Expansion Date," which shall be the earlier of:

- (a) December 1, 2022; or
- (b) Lessee's exercise of an option to add said parcel to this lease by providing at least thirty (30) days advance written notice to Authority, specifying an earlier date upon which Lessee desires to take possession of Parcel B.

The rent payable by Lessee shall then be adjusted pursuant to Section 3.5 below. For the purposes of this lease, commencing on the Expansion Date, Parcels A and B are herein referred to collectively as the "premises" or "leased premises."

Section 1.3 Reservations. The premises is leased subject to any and all existing easements or other encumbrances, and Authority shall have the right to install,

lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, connections, water, telephone and telegraph power lines, and such other appliances and appurtenances necessary or convenient in connection therewith, over, in, upon, through, across, and along the leased premises, or any part thereof, and to enter thereupon for any and all such purposes. Authority reserves the right to grant franchises, easements, rights-of-way and permits in connection with the aforesaid utility and other installations in, over, upon, along, or across any and all portions of said leased premises as Authority may elect so to do; provided, however, that no right of Authority provided for in this paragraph shall be so exercised as to interfere unreasonably with Lessee's operations hereunder.

Section 1.4 Survey. The parties hereto recognize that Exhibit A shows only an approximate depiction of the boundaries of the parcel or parcels to be leased to Lessee. Accordingly, the Authority has the option, at any time, of hiring a registered professional surveyor and mapper to perform a boundary survey and prepare a metes and bounds description of the premises leased herein, in accordance with the description(s) above and with Exhibit A. In the event the Authority obtains such a survey and metes and bounds description, it will provide Lessee with copies of same within thirty (30) days. Such metes and bounds description will be filed by the Authority with the Lee County Clerk of Courts, Minutes Department, will be incorporated by reference into this lease, and will be the controlling interpretation of the boundaries of the leased parcel, or parcels.

In the event Lessee desires to construct a new building on the premises, or expand an existing building, Lessee will, as a prerequisite to such construction, obtain at its own cost (and provide a copy to the Authority) a precise boundary survey and metes and bounds description of said premises, including an accurate designation of the square footage thereof, prepared by a registered professional surveyor and mapper licensed in the State of Florida, and certified for the benefit of the Authority and Lessee.

Said boundary survey and metes and bounds description shall be in accordance with said Exhibit A and Section 1.1 above, and shall depict and describe the said premises such that the premises do not overlap any adjoining leaseholds.

Authority shall have thirty (30) days from the date it receives the survey and metes and bounds description to determine whether they accurately reflect the boundaries of the premises in accordance with this Lease. Upon the Authority's written approval of same (or the passage of thirty (30) days without objection by the Authority), the survey and metes and bounds description shall be deemed incorporated by reference into this lease, will be filed by Authority with the Lee County Clerk of Courts, Minutes Department, and will be the controlling interpretation of the boundaries of the leased premises.

ARTICLE 2

TERM

Section 2.1 Initial term. The 2018 Lease will terminate effective November 30, 2020. The term of this new lease will commence on December 1, 2020 and, unless sooner terminated pursuant to the terms of this lease, will continue until the earlier of:

- (1) 11:59 p.m. on the date that is ten (10) years after the Date of Beneficial Occupancy (as defined in Section 3.3 below); or
- (2) December 1, 2032.

Section 2.2 First option to extend. If, and only if:

- (a) Lessee first completes "Verified Capital Improvements" (as defined in Section 5.2 below) on the "Remodeling Project" (defined in Section 5.2 below), and expends at least \$500,000.00 thereon; and
- (b) the Remodeling Project's Date of Beneficial Occupancy occurs on or before the date that is one (1) year prior to the expiration of the initial term (as set forth in Section 2.1 above);

then Lessee shall have the option to extend the term of this lease for an additional five (5) year period immediately following the initial term (provided that the lease has not

been terminated and that Lessee is not then in default), by giving the Authority written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the initial term, TIME BEING OF THE ESSENCE, of Lessee's intent to exercise this option.

Section 2.3 Second option to extend. If Lessee validly exercises the first option to extend, as set forth in Section 2.2 above, Lessee will have one additional option to extend the term of this lease for a second five (5) year period (provided that the lease has not been terminated and that Lessee is not then in default), by giving the Authority written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the lease term as extended by exercise of the first option, TIME BEING OF THE ESSENCE, of Lessee's intent to exercise this second option.

ARTICLE 3

RENT

Section 3.1 Base rent. Lessee agrees to pay the Authority, for and during the term hereof, as "Base Rent," the sum of \$7,546.77 per month, plus sales tax, due in advance on or before the first day of each calendar month. The Base Rent will be adjusted from time to time as provided below.

Section 3.2 CPI escalation. The Base Rent then in effect will be adjusted to reflect any proportionate increases in CPI, effective:

- (A) January 1, 2021, and every three (3) years thereafter while this lease is in force, but only until the Expansion Date; and
- (B) on first day of the first calendar month immediately following the date that is thirteen (13) years after the Expansion Date, and every three (3) years thereafter, while this lease is in force.

The term CPI means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI ceases to be published, any substitute or successor equivalent index published by any agency of the U.S. government will be



used.

Such adjusted rents will be a product of the initial rent multiplied by a fraction, the numerator of which is the comparison index and the denominator of which is the base index. The term "comparison index" means the CPI in effect for the second calendar month before the adjustment date. The term "base index" means:

- (a) for the CPI escalations set forth in item (A) above, the CPI in effect for the calendar month of March, 2018; and
- (b) for the CPI escalations set forth in item (B) above, the CPI in effect for the calendar month in which the tenth (10th) anniversary of the Expansion Date occurred.

Section 3.3 Definition of Date of Beneficial Occupancy. The "Date of Beneficial Occupancy" as used in this lease means the later of: (a) the date of substantial completion of the "Remodeling Project" (as defined in Section 5.2 herein); or (b) issuance of a temporary or permanent certificate of occupancy for said Remodeling Project. For the purposes of this lease, the Date of Beneficial Occupancy will be set and conclusively determined by the date set out in Authority's written notice to Lessee, unless Lessee can show that the above prerequisites to the Date of Beneficial Occupancy had not occurred by the date the Authority specified in said notice. Lessee will use due diligence and make good faith efforts to obtain permits, complete its construction of the Remodeling Project, and cause the Date of Beneficial Occupancy to occur, within twenty-four (24) months of the Effective Date specified above.

Section 3.4 [intentionally omitted]

Section 3.5 Rent adjustment upon Expansion Date. Beginning upon the Expansion Date, the Base Rent then in effect will be changed to the following:

<u>Lease Year</u>	<u>Monthly Rent</u>
1	\$13,660.00
2	\$13,849.93
3	\$14,042.68



(Rent Schedule Continued)

<u>Lease Year</u>	<u>Monthly Rent</u>
4	\$14,238.26
5	\$14,436.85
6	\$14,772.77
7	\$15,117.11
8	\$15,470.02
9	\$15,831.78
10	\$16,202.61

“Lease Year” shall mean a period of one year, commencing on the Expansion Date or any anniversary thereof, during the Term of this Lease, including the Initial Term and any extensions thereof. For example, the first Lease Year shall commence on the Expansion Date, the second Lease Year shall commence on the day that is one year after the Expansion Date, and so on.

The Ground Rent for any partial calendar month will be prorated.

Section 3.6 Payment. All payments must be paid, without demand, setoff, or deduction, to:

Lee County Port Authority, Finance Department
5200 Captain Channing Page Drive
Fort Myers, Florida, 33907

or such other place as the Authority may direct in writing. Rent for any partial calendar month will be prorated.

Section 3.7 Interest. Any sums payable by Lessee to Authority that are not paid within ten (10) days of when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until the date paid.

ARTICLE 4

USE OF LEASED PREMISES

Section 4.1 Use of premises. Lessee shall have the right to use the leased

premises to:

- (1) provide "Aircraft Flight Instruction Services" (as defined below) to the public (which may at Lessee's option also include the incidental sale, to flight training students, of sunglasses, apparel, and other merchandise typically sold in pilots' shops);
- (2) provide air transportation to the general public for hire, on demand, on an unscheduled basis under the requirements of Title 14 Code of Federal Regulations Part 135;
- (3) provide "Aircraft Management Services" (as defined below); and
- (4) hangar, tie down, adjust, repair, refuel, clean, and otherwise service aircraft which are owned, or exclusively leased, by Lessee, provided that:
 - (a) Lessee does so with its own employees and equipment; and
 - (b) any refueling shall :
 - (i) be conducted only in those areas designated by the Authority from time to time for self-fueling operations;
 - (ii) require Lessee to first obtain a Self-Fueling Permit from the Authority, in the Authority's standard form, which may be amended or superseded from time to time;
 - (iii) be subject to the Authority's then-current Fuel Flowage Fees (which are currently 30 cents per gallon, and may be adjusted by the Authority periodically); and
 - (iv) be done in accordance with the latest edition of the following, as may be amended: NFPA 30 and 407 (Aircraft Fuel Storage and Servicing); FAA Advisory Circular 150/5230-4 (Aircraft Fuel Storage, Handling, and Dispensing on Airports); Air Transport Association standards for jet fuel quality control at airports, as applicable; and the Authority's Standard Operating Procedure 1061P, Hazardous Materials Management Plan, dated 8/17/98 (a copy of which has been provided to Lessee) all as may be amended or superseded.

Notwithstanding the foregoing, Lessee will not conduct hazardous operations such as fuel transfer, welding, torch cutting, torch soldering, doping, or spray painting on the leased premises.

Lessee shall not use or permit the use of the leased premises or any part thereof for any other purpose, except upon prior written consent of the Authority's Executive Director or his or her designee.

"Aircraft Flight Instruction Services" includes only:

- (a) flight instruction given pursuant to 14 CFR Part 61, by flight instructors certified under 14 CFR Part 61;

- (b) ground instruction as provided for in 14 CFR Part 61;
- (c) flight simulator training as provided for in 14 CFR Part 61;
- (d) sightseeing flights provided pursuant to 14 CFR Part 91;
- (e) aircraft rentals necessary to meet the training requirements of 14 CFR Parts 61 and 91; and
- (f) instruction utilizing unmanned aircraft systems (i.e. drones) provided same occurs indoors or with a containment net outdoors.

“Aircraft Management Services” includes only the provision of aircraft storage, dispatch, aircrew assignment, and ground servicing for aircraft based at the leased premises but not owned or exclusively leased by Lessee. Lessee is prohibited from maintaining, repairing, or fueling such aircraft, but may arrange for the maintenance or repair of such aircraft by entities which are permitted by the Authority to conduct such activities at the Airport, and may arrange for the fueling of such aircraft by the Authority. Copies of any aircraft management services agreements between the Lessee and the aircraft owner must be furnished to the Authority.

Section 4.2 Addition of Aircraft Maintenance. In addition to the uses allowed pursuant to Section 4.1 above, effective upon the Expansion Date, Lessee may also use the leased premises for the provision of aircraft maintenance and repair services, provided however that Lessee makes and pays for any modifications, additions, improvements, or other changes required to use the premises for said use.

Section 4.3 Use of premises by Cypress Air Charter. In addition to the uses allowed to Lessee as set forth above, the leased premises may be used by Cypress Air Charter, L.L.C. (a Florida limited liability company, herein “Cypress”) for provision of air transportation to the general public for hire, on demand, on an unscheduled basis under the requirements of Title 14 Code of Federal Regulations Part 135, provided that:

- (1) Cypress first executes a written permit agreement directly with the Authority, allowing Cypress to provide such service at the Airport, and such agreement is maintained in full force and effect;

- (2) Cypress remains wholly-owned by either Lessee or Lessee's owners; and
- (3) Lessee is not itself engaged in the provision of such service at the Airport.

Section 4.4 Non-interference with Airport. Lessee agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with, disturb, or adversely affect the operation or maintenance of the Airport, traffic patterns on the roadways, or otherwise constitute an Airport hazard. Lessee shall make no unlawful, improper, or offensive use of the premises.

Section 4.5 Tie-downs. During the term of this lease, Lessee shall have the right to the exclusive use of up to twenty (20) existing aircraft tie-down positions located in the areas outlined in yellow on Exhibit B attached hereto, as needed for Lessee's own aircraft. Upon the issuance of a temporary or permanent certificate of occupancy for the Remodeling Project, Lessee will have the right to the exclusive use of up to ten (10) additional tie-down positions, also located within the areas outlined in yellow on Exhibit B.

All of such tie-down positions will be subject to the Authority's standard rates and charges, and the terms and conditions of the Authority's standard Commercial Aircraft Tie-down Agreement, as they may be revised from time to time.

ARTICLE 5

CONDITION OF PREMISES; IMPROVEMENTS, MAINTENANCE, AND REPAIR

Section 5.1 Premises is leased "as is." Lessee agrees to accept the leased premises as is, except as otherwise provided in Section 5.5 below, and no representation has been made to Lessee concerning the suitability of the leased premises for Lessee's purposes.

Authority shall not be responsible or liable at any time for any defects, latent or otherwise, in the leased premises or improvements therein, including 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 in any part of the leased 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.

Section 5.2 Minimum required improvements. Lessee will, at Lessee's own cost and expense, design, obtain permits for, and complete, a remodeling of the hangar building on Parcel A, as generally depicted on Exhibit A hereto, and provide to Authority satisfactory evidence of its expenditure of a minimum of \$500,000 in Verified Capital Improvements thereon (the "Remodeling Project").

"Capital Improvements" means only such improvements which are started after December 1, 2020, utilizing licensed contractors not affiliated with Lessee, and are approved in advance by the Authority (which approval may only be withheld upon a reasonable ground) and permanent in nature, so as to be considered realty as opposed to personalty. "Capital Improvements do not include: (a) signs; (b) services, training, intangibles, trade fixtures, tolls, machinery or equipment, furniture, or other personal property not permanently affixed to the leased premises; or (c) maintenance or repairs required by Section 5.5 of this lease.

"Verified Capital Improvements" means "Capital Improvements," as defined above, which are made and satisfactorily evidenced to the Authority by virtue of submission of copies of executed construction contracts, paid invoices, cancelled checks, and executed contractor's final payment affidavits.

Section 5.3 Design approvals, construction bonds, and insurance required for construction work by Lessee. In addition to the Minimum Required Improvements, Lessee may make any improvements, repairs, or alterations, that may be reasonably necessary to utilize the leased premises for the allowed use.

All work by Lessee, whether interior or exterior, ordinary or extraordinary,

structural or non-structural, must be performed in a good and workmanlike manner, in full compliance with: (1) plans and specifications approved by the Authority; (2) the Authority's "Leasehold Development Standards and Procedures" adopted by the Authority on March 12, 2001, as may be amended or replaced from time to time ("Leasehold Development Standards"), except as may be expressly waived by the Authority; and (3) all governmental laws, rules or regulations.

Lessee will not commence any construction work (including but not limited to improvements, alterations, and repairs), until after it:

- (a) submits to the Authority for the Authority's approval complete plans and specifications for the proposed work, utilizing the procedures set out in the "Leasehold Development Standards";
- (b) obtains and pays for all permits and approvals required, and pays any applicable impact fees or other development fees;
- (c) provides the Authority with the required performance guarantee as set forth in Article 8 below, and evidence of insurance of the types and in the amounts set forth in Article 13 below;
- (d) executes, delivers to the Authority, and records in the public records of Lee County, payment and performance bonds which comply with the requirements of Florida Statutes section 255.05(1)(a) and are satisfactory to the Authority, in at least the full amount of the contract price for completing the work; and
- (e) obtains from Authority written approval of the design plans and specifications and a written Notice to Proceed. The Authority reserves the right to require Lessee to resubmit designs and plans until acceptable to the Authority.

Section 5.4 Environmental mitigation to be off-airport. Lessee shall locate any required environmental mitigation off-airport, at Lessee's own expense, and not on the leased premises or elsewhere on the Airport.

Section 5.5 Maintenance and repairs of the premises. Except as expressly provided below, Lessee will be responsible for all maintenance and repairs required to keep the leased premises, all improvements thereon, and any septic systems serving them, in a clean and orderly condition and in a good state of repair at all times. Lessee agrees to provide at its own expense such maintenance, custodial, trash removal, and



cleaning services and supplies as may be necessary or required in the operation and maintenance of the leased premises.

Notwithstanding the preceding:

- (1) the Authority will, during the initial term hereof, perform or cause to be performed on the existing building, at its own expense, the following improvements, as outlined in report # 17-006-001 prepared by Fernando Zabala, NCARB AIA, entitled "FMY Existing Hangar Assessment" (inspection date April 27, 2017), a copy of which has been provided to Lessee:
 - (a) drainage improvements to direct stormwater away from the metal sides of the building; and
 - (b) replacement of the step at the entry door with an ADA accessible ramp.

and

- (2) the Authority will maintain the roof of the existing building, including repairs or replacement as needed.

Section 5.6 Ownership of improvements. All improvements made by Lessee which have assumed the nature of realty will become the property of the Authority on termination or expiration of this lease, without compensation to Lessee, free of all liens and claims.

Lessee will have the right to remove any furnishings, trade fixtures, equipment, and improvements that the Lessee has installed and which have not assumed the nature of realty, provided same is done so that prior to termination or expiration of this lease, Lessee is not then in default hereunder, and Lessee repairs any damage caused by such removal. Any such property remaining after the termination or expiration of this lease will immediately become the property of the Authority unless otherwise agreed by the Authority in writing.

Section 5.7 Amortization of cost of Remodeling Project. Within ninety (90) days following issuance of a temporary or permanent Certificate of Occupancy of the Remodeling Project, Lessee will submit an itemized statement to the Authority, certified

as correct by an officer of the corporation, showing the actual cost of said project. The term "cost" as used herein includes architectural and engineering fees, permitting costs, and construction costs incurred and paid by Lessee for the design, supervision, and construction of fixed improvements on the leased premises, which are both approved in advance by the Authority (which approval may only be withheld upon a reasonable ground) and permanent in nature, so as to be considered realty as opposed to personalty, and does not include any trade fixtures, machinery or equipment, furniture, or other personal property not permanently affixed to the premises.

If requested by the Authority, Lessee shall also supply the Authority with copies of all invoices and other records in connection therewith. (Unless already provided to the Authority, Lessee shall retain all such supporting invoices and records so long as required by Lessee's standard records retention policy or practices, but not less than one (1) year after receipt by Authority of the itemized statement.) Unless rejected in writing by the Authority within ninety (90) days of the receipt of the itemized statement, or supporting invoices and other records (if requested), whichever is later, the costs listed on said itemized statement, to the extent they qualify as actual fixed improvement costs within the meaning of this section, will constitute prima facie evidence of the cost to be amortized as provided below.

For the purposes of this lease, 60% of up to \$700,000 of the cost of the Remodeling Project will be considered amortized over the first ten Lease Years. Lessee will fully amortize the remaining 40% of the first \$700,000 of the cost of the Remodeling Project on a straight line basis, without allowance for salvage, over a ten-year period commencing at the end of the tenth Lease Year.

Section 5.8 Buyout. If the Date of Beneficial Occupancy has occurred, and Lessee has the right to, but does not, exercise the first option to extend the term of this lease, as provided for in Section 2.2 above, then, the Authority will pay Lessee the then-

unamortized portion of the cost of the Remodeling Project (which will be, pursuant to Section 5.7 above, 40% of the first \$700,000 of said cost, i.e., an amount not to exceed \$280,000). Likewise, in the event Lessee has the right to, but does not, exercise the second option to extend the term of this lease, as provided for in Section 2.3 above, then, the Authority will pay Lessee the then-unamortized portion of the cost of the Remodeling Project (which will be, pursuant to Section 5.7 above, 20% of the first \$700,000 of said cost, i.e., an amount not to exceed \$140,000).

Section 5.9 Advertising and signs. Lessee's use or installation or operation of signs shall be subject to the approval of the Authority at its sole discretion as to the number, size, height, location, color, and general type and design. Signs shall not be placed outside the boundaries of the leased premises.

ARTICLE 6

UTILITIES

Lessee will pay for all gas, electric (on both existing meters), water, telephone, sanitary sewer, and any other utilities used at the leased premises.

ARTICLE 7

ASSIGNMENT AND SUBLEASING

Lessee will not assign this lease, or any interest therein, and any such attempted assignment shall be voidable by the Authority, unless Lessee first obtains written consent of the Authority's Board of Port Commissioners, which will not be unreasonably withheld. Lessee will provide Authority with a copy of any proposed assignment. Any change in the ownership or control of Lessee by transfer of capital stock or partnership interest or otherwise will be deemed an assignment for purposes of this section.

Lessee will not sublet all or any part of the leased premises, or allow any part of the leased premises to be used or occupied by any third party, and any such attempted sublet or transfer of rights shall be void, unless such sublease is:

- (1) to "Cypress" (as defined in Section 4.3 above), provided that Cypress is



otherwise allowed to use the leased premises pursuant to the requirements of Section 4.3 above, and provided that Lessee first provides a copy of the proposed sublease to Authority and obtains written consent from the Authority's Board of Port Commissioners to such proposed sublease, which will not be unreasonably withheld provided the proposed sublease is not inconsistent with this lease or Cypress's permit agreement with the Authority; or

- (2) to any other party, provided that Lessee first provides a copy of the proposed sublease to the Authority and obtains written consent from the Authority's Board of Port Commissioners to such proposed sublease, which will not be unreasonably withheld provided the proposed sublease (a) is not inconsistent with this lease; and (b) meets the Subleasing Requirements set forth in Section 4 of Part II of the Authority's "Minimum Standards" (defined in Section 9.2 below), as amended or replaced from time to time.

Lessee will remain liable for the performance of this lease regardless of any assignment, with or without consent of Authority, unless Authority expressly releases Lessee from such liability in writing.

ARTICLE 8

GUARANTEE OF PERFORMANCE AND PAYMENT

Lessee provided the Authority with a security deposit for the 2007 Hangar Lease in the amount of eleven thousand dollars (\$11,000.00), which the Authority has continued to hold as security for the 2018 Lease. The Authority will continue to hold said security deposit, plus the \$300.00 Authority holds as security for the GAC Lease, to serve also as security for the full and faithful performance by Lessee of all terms,



covenants, and conditions of this lease, including but not limited to the rentals, fees, and charges to be paid, throughout the entire term of this lease.

So long as this lease remains in force, the Authority will hold said security deposit to serve as security for this lease as provided above, unless Lessee provides the Authority with an irrevocable letter of credit, in a form and from a lending institution acceptable to Authority, and in the same amount, to substitute for the cash security deposit.

If a letter of credit is provided, it shall be issued by an American bank or trust company, shall permit partial drawings, shall automatically renew each year unless at least sixty (60) days advance written notice of the issuer's election not to renew is provided to the Authority, and shall be otherwise satisfactory to the Authority in form and content. If the letter of credit is not to be renewed, Lessee shall deliver a replacement letter of credit to the Authority at least twenty (20) days before expiration of the current letter of credit; Lessee's failure to do so will constitute a breach of this lease and will entitle Authority to present the existing letter of credit for payment and draw on same in addition to all other remedies available under this lease or at law. If the letter of credit is drawn upon, Lessee will replenish or replace same so as to always maintain the full amount required under this Article available for Authority's protection.

The Authority may require Lessee to increase or decrease the amount of the cash security deposit or letter of credit required under this Article at any time upon sixty (60) days written notice, based on Authority's reasonable assessment of loss exposure to the Authority and Lessee's performance of its obligations under this lease.

ARTICLE 9

LESSEE'S STANDARDS OF OPERATION

Section 9.1 General. Lessee will, within six (6) months of the commencement of the term of this lease, begin using the leased premises for the operation of one or more of the types of commercial aeronautical activities allowed



under Section 4.1 above, and continue to keep at least one such activity operating throughout the term of this lease.

Section 9.2 Compliance with Airport's Minimum Standards.

Lessee agrees to comply with all requirements of the "Minimum Standards for Aeronautical Activities for Page Field General Aviation Airport" as adopted by the Authority on May 12, 2003 (the "Minimum Standards"), a copy of which has been provided to Lessee, and as amended or replaced from time to time, including but not limited to any applicable requirements pertaining to services provided, hours of operation, personnel, owned or leased aircraft, equipment, and evidence of required FAA certificate(s), except to the extent the Authority reduces or eliminates such requirements subsequent to the Effective Date. The facilities hereby leased shall be deemed to satisfy the facilities requirements set forth in items "A" through "D" of Sections 3 ("On Demand Aircraft Charter Services") and 4 ("Aircraft Flight Training Services") of Part III ("Minimum Standards for Specialized Aviation Service Operators") of said Minimum Standards.

Section 9.3 Premises. Lessee will, at its sole expense, maintain the leased premises in a first class manner with regard to safety and cleanliness, and keep the leased premises clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents, and vermin. Lessee will store any hazardous materials in accordance with all applicable laws.

ARTICLE 10

RIGHT OF ENTRY

Authority's agents or employees will have the right to enter the leased premises to:

- (a) view and inspect the leased premises, or make repairs, during Lessee's regular business hours and with at least 24 hours advance notice;
- (b) view and inspect the leased premises or make repairs at any time in case of emergency;



- (c) show the leased premises to prospective tenants, during Lessee's regular business hours with at least 24 hours advance notice, if Lessee is in default or if there is less than one year remaining on the term of the lease unless Lessee has exercised any applicable option to renew; and
- (d) perform any and all things which Lessee is obligated to and has failed to do after thirty (30) days written notice to act, including maintenance, repairs, and replacements to the leased premises, unless Lessee already is making a reasonable effort to effectuate corrective measures. The cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Lessee to Authority.

ARTICLE 11

COMPLIANCE WITH LAWS

Lessee (including its officers, agents, servants, employees, contractors, suboperators, and any other person over which Lessee has the right to control) shall comply at all times with all present and future laws, including the Airport Rules and Regulations Ordinance (Lee Co. Ord. 94-09, as amended) or as may be further amended or superseded, and all other statutes, ordinances, orders, directives, rules, and regulations, of the federal, state, and local governments, including the Authority, the Transportation Security Administration ("TSA"), and the Federal Aviation Administration ("FAA"), which may be applicable to its operations at the Airport.

ARTICLE 12

RELEASE, INDEMNITY, AND HOLD HARMLESS

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

- (1) any and all injury, loss, or damage, of any nature whatsoever, to any person or property in connection with the leased premises by Lessee, its subtenants, employees, agents, contractors, and invitees, or in connection with the use of the Airport by Lessee, its employees, agents, and contractors (regardless of whether caused or alleged to be caused in whole or in part by negligence of the Authority, or its employees, agents, or contractors, except to the extent caused by gross negligence of the Authority); and



- (2) any and all fines or penalties imposed on the Authority or Lee County by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) as a result of the failure of Lessee or its agents, employees, or contractors, to abide by or comply with any statute, ordinance, rule, regulation, or other requirement (including but not limited to breaches of the Airport's security).

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

ARTICLE 13

INSURANCE

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

- (1) Commercial general liability insurance (including premises, products and completed operations, and contractual liability) with a minimum combined single limit of \$5,000,000.00.
- (2) Aircraft liability and hull physical damage insurance covering all aircraft to be owned, leased, or operated by Lessee, naming the Authority as an additional insured, with combined single limits of not less than \$5,000,000.00.

As to non-owned aircraft, in lieu of Lessee having its own policy, the aircraft liability insurance requirement may be satisfied by having the Authority, the Lessee, and Lessee's pilot, named as additional insureds on a policy issued to the aircraft's owner, with limits of not less than those stated above.

- (3) Business automobile liability insurance (covering all owned, hired, and non-owned autos operated on the Airport) with a minimum combined single limit of \$1,000,000.00.
- (4) Property insurance for all risks of physical loss or damage to the leased premises and improvements including loss or damage by fire, windstorm, and other such causes commonly referred to as "extended coverages." Coverages must be maintained in an amount sufficient to prevent any party from being a co-insurer on any part of the risk, but the amount must be not less than the full replacement value.
- (5) Workers' compensation insurance in the amounts, if any, required by state law;



- (6) Employer's liability insurance, with limits of at least \$1,000,000 each accident, \$1,000,000 for disease (each employee), and a \$1,000,000 policy limit for disease;
- (7) If requested of Lessee by the Authority, builder's risk insurance in an amount covering the contract price for any work to be performed by Lessee, on an "all risk" form.

The Authority must be named as additional insured in all policies of insurance except Lessee's builder's risk insurance and workers compensation insurance. Lessee must provide the Authority with original certificates of insurance evidencing all insurance required, including renewal policies. Upon request by the Authority, Lessee will furnish the Authority, for any or all of the required policies, with a copy of the Declarations and Endorsements Page, or a complete copy the policy, including all amendatory endorsements thereof. Each such policy or certificate shall contain a valid provision or endorsement that "This policy will not be canceled or materially changed or altered without first giving advance written notice to the Authority."

Lessee hereby grants to Authority a waiver of any right to subrogation which any insurer of Lessee may acquire against Authority by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Authority has received a waiver of subrogation endorsement from the insurer.

ARTICLE 14

DEFAULT BY LESSEE

Section 14.1 Default. Lessee will be deemed in default of this lease if:

- (1) Lessee fails to pay rent or make any other payment required hereunder within 10 days after payment is due;
- (2) Lessee, after thirty (30) days' notice to cure from the Authority, neglects or fails to perform and observe any promise, covenant or condition set forth in this lease after receipt of written notice of breach from the Authority;



- (3) Lessee becomes, without prior written notice to Authority, a successor or merged corporation in a merger, or a constituent corporation in a consolidation;
- (4) Lessee becomes a corporation in dissolution for a period exceeding 6 months;
- (5) Lessee fails to commence and continue an allowed commercial aeronautical activity from the leased premises as required by Section 9.1, without prior written consent of Authority.

Section 14.2 No waiver. No default will be deemed waived by Authority, whether or not Authority has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the Authority.

Section 14.3 Authority's remedies. In the event of default by Lessee, in addition to all other remedies provided herein or now or hereafter provided by law, Authority will have the cumulative rights to terminate this lease, and to accelerate the maturity of all rent due and to become due during the remainder of the term (on a present value basis, using a future discount rate of 7%), by giving at least thirty (30) days written notice to Lessee, if Lessee is in default of this lease as set forth in Section 14.1 above, and such default is not cured to the Authority's reasonable satisfaction:

- (a) within thirty (30) days after the Authority gives Lessee notice of the default, or,
- (b) if any such default (other than the payment of rent or money) is not curable within thirty (30) days, Lessee fails to demonstrate to the Authority within said thirty (30) day period that it has commenced curing the default, or Lessee fails to diligently pursue the cure of such default to completion.

ARTICLE 15

CASUALTY

Section 15.1 Notice to Authority. If the leased premises or any improvement thereon, is damaged or destroyed by fire, hurricane, tornado, or any other casualty, Lessee shall promptly give written notice to Authority of the date and nature of such damage.

Section 15.2 Damage due to insurable cause not near end of term, or

minor damage. If the building is damaged and:

- (a) such damage occurs: (1) by fire, hurricane, tornado, or other casualty of the type which Lessee is required to provide coverage for, or which is covered by any insurance policy carried by Lessee; and (2) occurs more than three years before the end of the term of this lease;

or

- (b) the building is not more than ten percent (10%) damaged, as determined by the Authority;

then Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild it, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans).

Section 15.3 Major damage due to uninsurable cause or near end of

lease term. If the leased building is damaged and:

- (a) such damage: (1) occurs by a cause, such as war or nuclear attack, not of the type which Lessee is required to provide coverage for, and which is not covered by any insurance policy carried by Lessee; or (2) occurs three years or less before the end of the term of this lease;

and

- (b) the building is more than ten percent (10%) damaged, as determined by the Authority;

then Lessee shall have the option to elect to terminate this lease by providing written notice to Authority, in the manner provided herein, within six (6) months of the date of said casualty, in which case Lessee will promptly clear and remove all debris and surrender possession of the premises to Authority, and assign to Authority (or, if the same has already been received by Lessee, pay to Authority) all of its right, title, and interest in all of the proceeds from Lessee's casualty insurance applicable to the casualty damage, to the extent such proceeds are not allocable to clearing and removing the debris.

If Lessee does not so exercise this option to terminate, then Lessee shall, at its



own cost and expense, promptly repair, replace, and rebuild the building and any improvements, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans).

Section 15.4 Abatement of rents and other payments; extension of term. If Lessee's business is stopped due to casualty to the leased building, Lessee's obligation to pay rent and any other applicable fees or charges will abate from the date of said cessation of business, until the date a certificate of occupancy for completion of Lessee's repairs is issued, or until Lessee reopens the leased premises for business (whichever occurs first), and the term of the lease will be extended for such period of time, but in any event such rent abatement and extension of the term will not exceed a period of eighteen (18) months. Notwithstanding the preceding sentence, in the event Lessee terminates this lease pursuant to Section 15.3 above, Lessee will pay the Authority all rents and fees which accrue, prorated as of the date Lessee has so terminated and surrendered the leased premises to the Authority.

ARTICLE 16

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 improvements thereon, or upon Lessee, or upon the business conducted on the leased premises, or upon any of Lessee's property used in connection therewith.

ARTICLE 17

COMPLIANCE WITH ENVIRONMENTAL LAWS



As a material inducement to Authority to lease the leased premises to Lessee, Lessee covenants and warrants that Lessee and Lessee's use of the leased premises will at all times comply with and conform to all Environmental Laws.

"Environmental Law" shall include any and all federal, state, and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or other governmental restrictions relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances, materials or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the Handling (as hereinafter defined) of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

"Handling" shall include use, treatment, storage, manufacture, processing, distribution, transport, placement, handling, discharge, generation, production or disposal.

ARTICLE 18

STORM WATER COMPLIANCE

Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this lease. Lessee covenants that its use of the leased premises will not cause any violation of said permit. Further, Lessee agrees to participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport.

ARTICLE 19

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the leased premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in as

good condition as at the beginning of this lease, and all fixed improvements in as good condition as when installed or constructed, excepting only ordinary wear and tear.

ARTICLE 20

GENERAL PROVISIONS

Section 20.1 Notices. Notice to Authority will be sufficient if sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight delivery service (e.g. Federal Express, or UPS), 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:

511 Danley Drive
Fort Myers, FL 33907

The parties may designate in writing other addresses for notice from time to time. 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 20.2 Captions. The captions within this lease are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 20.3 Incorporation of exhibits. All exhibits referred to in this lease are intended to be and hereby are specifically made a part of this lease.

Section 20.4 Time. Time is of the essence in the performance of this lease.

Section 20.5 Governing law and venue. This lease shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.



Section 20.6 Waiver of right to jury trial. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or Lessee's use or occupation of the premises.

Section 20.7 Attorneys' fees. If any action or proceeding is commenced to enforce any of the provisions of this lease or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

Section 20.8 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 20.9 Administration of lease. Whenever in this lease, Lessee is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, Lessee shall deal with Authority's authorized representative; and unless and until Authority gives Lessee written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director.

Section 20.10 Airport development. Authority reserves the right to further develop, change, or improve the Airport and its routes and landing areas as Authority sees fit, without Lessee's interference or hindrance and regardless of Lessee's views and desires.

Section 20.11 Lessee's use and construction to conform with Federal Aviation Regulations. Lessee agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the leased premises. Lessee agrees to

comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the leased premises.

Section 20.12 Lessee's noninterference with aircraft. Lessee and its successors, assigns, and sublessees will not use the leased premises or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the leased premises and abate or eliminate the interference at the expense of Lessee.

ARTICLE 21

FAA CLAUSES

Section 21.1 Incorporation of required provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by the Federal Aviation Administration or any other governmental body or agency. In the event that the FAA or any successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this lease as may be reasonably required.

Section 21.2 Nondiscrimination. The Lessee, for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities on the leased premises, (2) that in the construction of any improvements on, over, or under the leased premises and the furnishing of services

thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the leased premises in compliance with all other requirements imposed by or 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, and as said Regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate this lease and re-enter as if said lease had never been made or issued; but this provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Section 21.3 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 leased premises, 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 the 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 agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the leased premises to such a height so as to comply with Title 14 Code of Federal Regulations Part 77.

The Lessee agrees for itself, its successors and assigns, to 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.

Section 21.4 Subordination. This lease is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

Section 21.5 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this lease are non-exclusive and the Authority reserves the right to grant the same or similar privileges to another lessee or other lessees on other parts of the Airport.

ARTICLE 22

CIVIL RIGHTS AND TITLE VI

Section 22.1 General Civil Rights Provisions. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 22.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the

information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 22.3 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.



- A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

Section 22.4 Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

- A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.

- B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

Section 22.5 Title VI List of Pertinent Nondiscrimination Acts and

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such



- programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ARTICLE 23

BROKERAGE

The parties signing below each warrant and represent to the other that each party has not dealt with any agent, realtor, or broker in connection with this Lease transaction other than Lessee's agent, LSI Companies, Inc. (herein "Broker") representing Lessee. Authority, Paragon Michigan, Lessee, and Broker agree that in lieu of any commission pursuant to the Authority's "Real Estate Broker Compensation Policy," Authority will pay Broker commission only as follows:

- (a) \$32,677.46 within sixty (60) days after the date the Authority's Board of Port Commissioners approves this lease and Authority receives an invoice from Broker in said amount; and

- (b) \$32,677.46 within sixty (60) days after the date of Lessee's completion of the "Remodeling Project" (as defined in Section 5.2 herein), issuance of a temporary or permanent certificate of occupancy therefore, and receipt of an invoice from Broker in said amount.

Except for said payments, in the event of any claim(s) by any person or firm for a finder's fee, professional fee or brokerage commission from anyone in connection with this Lease (including but not necessarily limited to Broker), Paragon Michigan and Lessee shall indemnify and hold harmless Authority from and against any and all claims for commission, fee or other compensation by anyone who claims to have dealt with or represented Lessee (or any prospective sublessee or other third party) in connection with this Lease and for any and all costs incurred by Authority in connection with such claims including, without limitation, attorneys' fees and disbursements. The provisions of this Article 23 shall specifically survive the execution of the Lease.

ARTICLE 24

TERMINATION OF LEASE OF OFFICES IN GAC BUILDING

Effective on the last day of the calendar month immediately following the calendar month in which the Date of Beneficial Occupancy occurs, the "Page Field Lease Agreement" between Authority, as lessor, and Paragon Michigan, as tenant, for offices in the Airport's GAC Building, dated October 29, 2007, and amended January 9, 2012 (the "GAC Lease"), shall be terminated.

ARTICLE 25

ENTIRE AGREEMENT

This lease sets out the entire agreement between the parties for the described leased premises. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this lease 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 above written.

PARAGON AIRPLANE LEASING CO.,
a Michigan corporation
(Paragon Michigan)

By: 


Print/type name: Christopher Schoensee

Title: President

Date: 10/9/2020

WITNESSED:

By: 
Print name: Sarah A Schoensee

By: 
Print name: Sarah A Schoensee

PARAGON AIRPLANE LEASING CO.,
a Florida corporation
(Lessee)

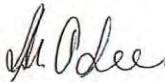
By: 


Print/type name: Christopher Schoensee

Title: President


Date: 10/9/2020

WITNESSED:

By: 
Print name: Sarah A Schoensee

By: 
Print name: Sarah A Schoensee

LSI COMPANIES, INC.
(Broker)


By: 

Print/type name: Rand Thibault

Title: CEO

Date: 10/9/20

WITNESSED:

By: 
Print name: Robert Mintz

By: 

Print name: Alexis North

LEE COUNTY PORT AUTHORITY

ATTEST:
LINDA DOGGETT, CLERK

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

By: _____
Deputy Clerk

Date: _____

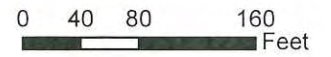
Approved as to form for the reliance of the
Lee County Port Authority only:

By: _____
Port Authority Attorney



Exhibit A

- Paragon
- Airport Boundary

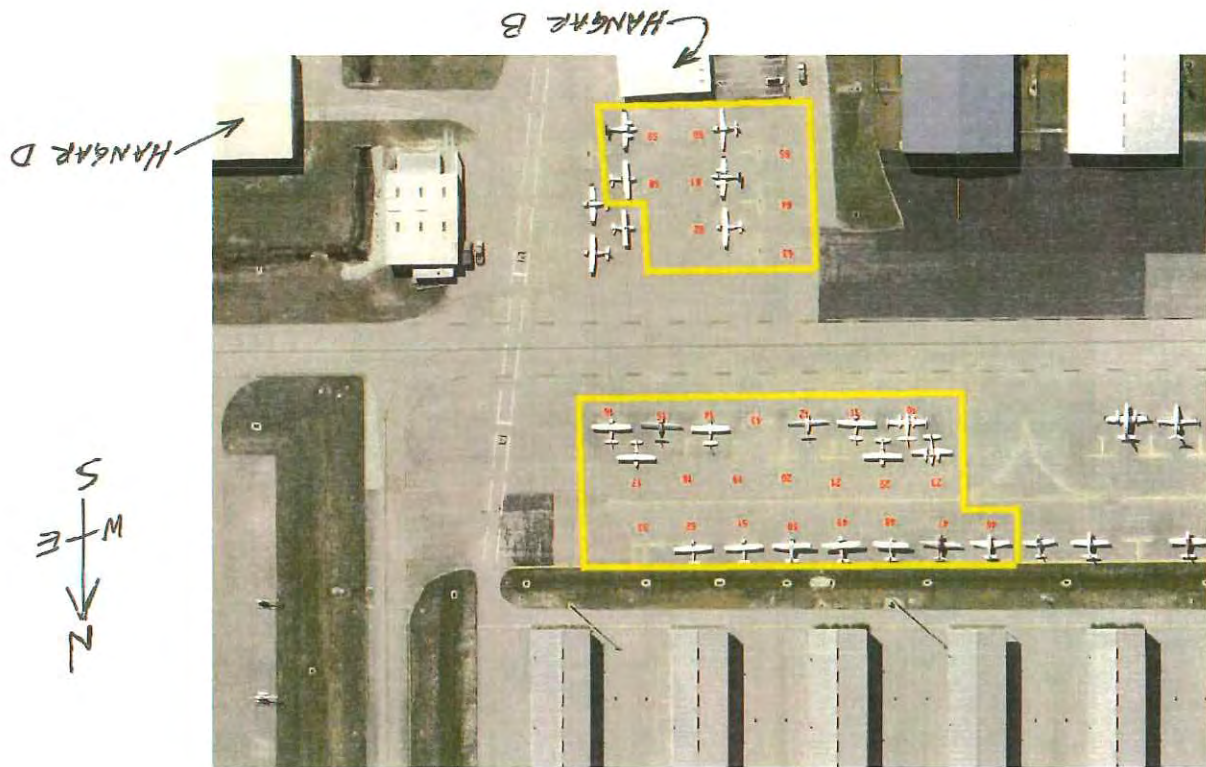


Overview Map



EXHIBIT B

(1)



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 20-24MLW Interior Plant Installation, Lease, and Maintenance Services for the Lee County Port Authority, to Plant Partners, Inc., d/b/a Greenery Unlimited and authorize the Chair to execute the attached service provider agreement on behalf of the Board.
2. **FUNDING SOURCE:** Account WJ5422941200.503490, Other Contracted Services.
3. **TERM:** Four (4) years with (1) additional two-year renewal
4. **WHAT ACTION ACCOMPLISHES:** Establishes a service provider agreement for the installation, leasing, and maintenance of Interior Plants at Southwest Florida International Airport and Page Field.

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

6. **ASMC MEETING DATE:** 10/20/2020

7. **BoPC MEETING DATE:** 11/5/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Aviation

10. **BACKGROUND:**

On August 17, 2020, the Authority advertised RFB 20-24MLW, Interior Plant Installation, Lease, and Maintenance Services for the Lee County Port Authority. The advertisement appeared on lonwave.com, and online with Airports Council International, Florida Airports Council, and Airport Minority Advisory Council. A non-mandatory pre-bid meeting was held on August 24, 2020. On September 11, 2020, the Lee County Port Authority received one (1) qualifying proposal from Plant Partners, Inc., d/b/a Greenery Unlimited, the incumbent interior plant provider.

The agreement provides for the installation, leasing, and maintenance of interior plants or plant groupings and associated decorative planters in the Airport's terminal building, rental car building, and outbuildings, as well as in Base Operations at Page Field. The agreement also provides fixed hourly labor, material markup, and optional holiday presentations.

The total annual cost of basic services for both airports plus the additional special project services as may be authorized, is \$81,726.00. If approved, the service provider agreement will have an initial term of four years beginning January 4, 2021 with a single option for an additional two-year extension at the Authority's discretion.

Attachments:

1. Tab Sheet

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 (7-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

2. RFB 20-24MLW
3. Winning 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) 590-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: RFB 20-24 MLW

Bid Title: Interior Plant Installation

Opening Date: Friday, September 11, 2020

Opening Time: 2:00 PM

Opened By: Megan Wilson

Title: Purchasing Agent

Verified By: Stephanie Riley

Attended Opening: Stephanie Riley

	FIRM	COST
1	Greenery Unlimited (Plant Partners)	81,726.00
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) 20-24MLW
for
INTERIOR PLANT INSTALLATION, LEASE, AND MAINTENANCE SERVICES
for the
LEE COUNTY PORT AUTHORITY

DATED: August 17, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Megan Wilson, Procurement Agent
Telephone: (239) 590-4558
Email: mlwilson@flylcpa.com

NON-MANDATORY PRE-BID MEETING

August 24, 2020 at 10:00 a.m., local time

This meeting must be attended remotely through this link:

Remote Meeting ID: meet.google.com/uky-ubkg-civ

INQUIRIES/CLARIFICATION REQUEST DEADLINE

Tuesday, August 28, 2020 by 5:00 p.m. local time

BIDS DUE:

Tuesday, September 11, 2020, by 2:00 p.m. local time

Meeting ID: meet.google.com/swh-mekc-pno * Phone: PIN: 190 052 524#

PART A
INSTRUCTIONS TO BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

The Authority is soliciting bids to perform interior plant installation, lease and maintenance services as described below. 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 view the bid opening through electronic means by using the link provided on the cover page of this Request for Bids.

A.02 DELIVERY OF BIDS

The Authority is accepting electronic bid submittals to IonWave at www.flylcpa.ionwave.net before the date and time indicated on the cover sheet of this Request for Bids. Hard copy bids or bids sent electronically directly to the Authority will not be accepted. Faxed bids will not be accepted.

Bids must be submitted prior to the deadline provided on the cover page. 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 electronic documents must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CADD drawings. Scanned documents must 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 time stated on the cover of this solicitation is solely and strictly the responsibility of the Bidder. The Authority will not be responsible for delays caused by technological issues or for any other reason. The Bidder is hereby directed to cause electronic 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 shall judge all matters relating their adequacy and accuracy. Any inquiries, suggestions, 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 or 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 the 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 as if contained in the originally issued solicitation documents.

A.06 DISTRIBUTION OF INFORMATION, RESULTS AND ADDENDA

The Authority uses IonWave Technologies 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 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 which may otherwise 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 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.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 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 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 must 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 at www.flylcpa.com. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any bid 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

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.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 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 bid on a contract to provide any goods or services to a public entity on a contract; may not submit a bid on a

contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for category two for a period of thirty-six (36) months 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) must 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 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 must include purchase order number or Contract number, as applicable and shall be submitted to Contract Management, Suite 8671, 11000 Terminal Access Rd., Ft Myers, Fl.**

33913.

A.37 E -VERIFY

In accordance with Florida Statute 448.095(2), beginning January 1, 2021, the successful bidder shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

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

If the successful bidder enters into an agreement with a subcontractor, the subcontractor must provide the successful bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and successful bidder must maintain a copy of such affidavit for the duration of the agreement. If the successful bidder develops a good faith belief that any subcontractor with which is it contracting has knowingly violated Florida Statutes 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) successful bidder shall terminate the contract with the subcontractor.

If the Authority develops a good faith belief that the successful bidder has knowingly violated Florida Statute 448.094(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized work by the immigration laws or the Attorney General of the United States) Authority shall terminate this agreement. Pursuant to Florida Statute 448.095(2)(c)(3), termination under the above circumstances in not a breach of agreement and may be considered as such.

[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

1. 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 other legal entity that has registered and is authorized to do business in the State of Florida.

No documentation is required. The Authority will verify registration.

2. Bidder must present recent successful experience performing the work that is the subject of this Request for Bids for at least the past three consecutive years. **To demonstrate experience bidder must submit at least one reference containing the following information with its bid:**
 - a. Name of client(s)
 - b. Location (complete address)
 - c. Client Contact Information – name, title, telephone and email
 - d. Service dates (Start/End)
3. Bidder must present with bid a current Florida Department of Agriculture Consumer Services (FDAC) Pest Control License.

B.02 BASIS OF AWARD

The bid award will be based on the lowest, responsive and responsible Bidder. The lowest bid will be based on the Total Basic Services Annual cost line items A through I. To be considered for award, bidder is required to bid all 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 investigations as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the Authority 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 SERVICE PROVIDER AGREEMENT TERM AND RENEWAL OPTION

The Authority intends to enter into a Service Provider Agreement with the successful Bidder. The Agreement will be for four (4) years with an effective date of January 1, 2021 and an end date of January 1, 2025.

The Authority reserves the right to renew the Agreement for up to one (1) additional two-year renewal period at its sole option and under the same terms and conditions as the initial term, except as may be otherwise provided for herein. The Authority may exercise the option to extend the initial term of the agreement upon written notice to the successful Bidder (hereafter Provider) sent no later than thirty (30) days prior to the expiration date of the initial term.

B.04 TERMINATION

The Service Provider Agreement may be terminated by the Authority at its convenience, or due to the fault of the Provider, by giving thirty (30) days written notice to Provider.

The Provider may request that the Service Provider Agreement be terminated by submitting a written request to Authority at least ninety (90) days prior to the requested termination date and shall state the reason for such a request. The Authority reserves the right to accept, or not accept, the termination request submitted by the Provider, and no such termination request submitted by the Provider shall become effective until Provider is notified, in writing, of the Authority's acceptance.

B.05 COMPENSATION

A service provider agreement will be issued to the successful Bidder and payment will be made monthly in equal installments based on the fixed annual fee set forth in the Bid Schedule.

The Agreement will further provide a per unit monthly lease fee for potential additional individual plants/planters which may consist of various plant combinations and planter sizes, in planters furnished either separately by the Provider or by the Authority, as provided for herein and in the Service Provider Agreement's Compensation Schedule.

In addition, compensation may be made for additional goods and/or services, as may be authorized, at the accepted labor, material, and equipment rental rates bid and provided for in the agreement.

B.06 PRICING

Prices submitted herein will be held firm for the initial four (4) year term of the Agreement. If the Authority exercises its option to renew the Agreement for the two-year extension period, pricing for the option period may be subject to an adjustment, if requested by the Provider, and agreed to by the Authority, but only if Provider demonstrates to the satisfaction of Authority's Contract Management Department that increases or decreases in expenses have occurred regionally or in the industry since the start date of the Agreement, and such increases are properly documented. Such documentation may include, for example, evidence detailing verifiable changes in parts and components, materials, consumables and equipment costs from suppliers for items directly related to the servicing of the facilities covered by the Agreement, or verifiable changes in direct labor costs. However, such adjustments shall not exceed an increase or decrease of three (3%) percent from the pricing for the initial four years term of the Agreement; OR, the percentage change in the Consumer Price Index (as published by the Bureau of Labor Statistics, All Urban Consumers [CPI-U], U.S. City Average, All Items [1982-84=100], Not Seasonally Adjusted) for the most recent comparable time period available, whichever is less. If regional, industry or CPI costs, as applicable, were to decline, the Authority's Contract Management Department shall expect to receive, from the Provider, a reasonable reduction in pricing that

reflects such cost changes. Pricing for items submitted on a percentage markup or discount formula basis shall not be subject to adjustment unless the adjustment results in a cost savings to the Authority.

B.07 AIR OPERATIONS AREA (AOA) & CUSTOMS AREA SECURITY

Employees of the Provider or subcontractors who must work full or part-time within the Secured Area/Air Operations Area (AOA) or within the Customs Area at the Southwest Florida International Airport must qualify for and obtain the appropriate Airport-issued identification badges which must be worn at all times while within the aforementioned areas.

Airport-issued badges shall be worn on outer, uppermost garments to be clearly visible in order to distinguish, on sight, employees assigned to a particular vendor. Badges will be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the continuous escort of a properly badged employee while within the Secured Area/AOA. There will a charge of \$100.00 per incident for any lost or unreturned badges.

B.08 CONFIDENTIAL SECURITY PROGRAMS

The Provider acknowledges that the Southwest Florida International Airport and Page Field Security Plans and other critical operational and security initiatives and materials are confidential and exempt from disclosure as public records under Sections 331.22 and 281.301 Florida Statutes. Provider agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the prior written consent of the Authority, any information regarding the Airport security system or the contents of the Airport security plan or any other sensitive security or operational material or information concerning the services furnished by the Provider under this Agreement, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph.

B.09 BOOKS AND RECORDS

The Provider will maintain all books, documents, accounting records, and other evidence pertaining to the goods and services provided under the Service Provider Agreement and make such materials available at its offices at all reasonable times during the Agreement term and for three (3) years (and as required by federal law and/or regulations) from the date of the final payment under the Agreement. Records shall be available for inspection by the Authority's staff or by any other governmental entity or agency, participating in the funding of this Agreement or any authorized agents thereof. Copies of said records will be furnished by the Provider if requested. Such records shall include those books, documents, and accounting records that represent the Provider's costs of manufacturing, acquiring, or delivering the products and services governed by this Agreement.

B.10 COMPLIANCE WITH ALL LAWS

The Provider is presumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and orders issued regarding this work and shall obtain all necessary permits. The Provider shall comply with all Federal EPA and State of Florida DEP standards, requirements, and guidelines, and shall be responsible for all applicable environmental disposal and handling fees. Such fees shall not be eligible for reimbursement by the Authority.

B.11 UNIFORMS

Provider's employees will be attired in uniforms or other identifying standardized clothing, presenting a neat and professional appearance at all times when on duty, clearly identifying the name of the company and of the employee on the front of the uniform. Any equipment, protective apparel, or product application devices used must also present a neat and professional appearance.

B.12 PARKING

Parking area(s) for Provider or Provider's employee vehicles may be located on airport property at a location or locations as directed by the Authority. Vehicles may not be left unattended on the terminal front curb or other sensitive areas as determined by the Authority.

B.13 LICENCES, CERTIFICATIONS, AND PERMITS

The Provider agrees and covenants that the company, its agents and employees will comply with and conform to all applicable federal, state, and local notices, laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under the Agreement and governing the same. Nothing in these specifications is to be construed as not to conform to or comply with codes and regulations. If the Provider knowingly performs any work or services contrary to such laws, ordinances, rules, and regulations, the Provider shall bear all costs, liabilities and penalties arising from them.

B.14 PERSONNEL AND SUPERVISION

- The Provider is fully responsible for the complete and continuous supervision of its subcontractors as it relates to performing services related to the agreement.
- Provider must furnish only competent, experienced, and fully trained personnel who can work productively with limited supervision to perform the services set forth in this Request for Bids. Provider's primary service staff assigned to perform pursuant to this agreement must have experience furnishing services similar to those described herein.
- The Provider agrees to utilize only responsible and capable employees in the performance of the work. The Authority may require the Provider to remove from the work site any employee(s) who endanger persons or property or whose continued service under the Agreement is inconsistent with the Authority's interests in its sole determination.

B.15 HOURS OF OPERATION

Provider will perform all services required under the Agreement during the Authority's normal business hours, unless directed otherwise, and shall coordinate all service activities with the Contract Management Department. All work must be performed so as not to unduly interfere with the operations of the airport or with airline, tenant, or passenger activities. The Authority, at its discretion, may require some services be performed in the evening or early morning hours so as not to negatively impact ongoing airport operations.

B.16 INITIAL PLANT INSTALLATION SCHEDULE

Payment for services furnished and performed under this Agreement shall commence upon the date of "Substantial Completion" of the initial plant installation in the Southwest Florida International Airport terminal and related facilities, and separately at the Page Field Base Operations general aviation terminal. For purposes of the Agreement, "Substantial Completion" means the date that one-hundred percent (100%) of the primary plants, under-plantings, ballast and fill, decorative moss covering, initial flowering plant rotation, and related materials and items are properly installed in planters and at the locations and in the manner specified in this Request for Bids, and for which only minor punch list correction items remain and are being actively addressed by the Provider.

Within one (1) week after notice of intent to award the Agreement, the Provider will present to the Authority's Contract Management Department a time-phased work schedule to complete the initial plant installation and achieve "Substantial Completion" with on-site work commencing on, January 4, 2021. Upon review and acceptance of the work schedule, the Authority's Contract Management Department shall issue a Notice to

Proceed (NTP) to commence with the initial plant installation. The Provider will then have up to thirty (26) days to complete the initial plant and related materials/items installation at both airports, so as to achieve "Substantial Completion" on or before February 1, 2021.

The Provider will notify the Authority's Contract Management Department upon reaching "Substantial Completion" at Southwest Florida International Airport and at Page Field Base Operations to allow for inspection of the initial plants/planters and related materials installation. If the Authority agrees that the Provider has achieved "Substantial Completion", the Authority's Contract Management Department will furnish written "Notice of Substantial Completion" to Provider. Upon Provider's completion and correction of the punch list items, Provider will request an additional inspection to confirm that the punch list items have been completed, after which the Authority will issue a written notice of "Final Completion."

The Provider must advise the Authority's Contract Management Department if they are unable to correct any specific punch list item(s) within seven (7) days of receiving the punch list and must provide the reason for the delay. The Authority's Contract Manager will evaluate the impact and basis for any delay in addressing such item(s). If, in the sole determination of the Contract Manager, the Provider is able to demonstrate good faith in addressing any outstanding punch list item(s) [i.e. delivery delays, access restrictions, attempts to correct, etc.], an extension may be granted for to allow for completion of such item(s). If, alternatively, the Contract Manager determines the reason(s) for not correcting any specific punch list item(s) is inadequate, the Contract Manager reserves the right to apply a reasonable value to such deficiency, and deduct a corresponding amount from Provider's invoices until such item is satisfactorily corrected, or seek other remedies as provided for in the Agreement.

The dates referenced herein are subject to change, and are dependent on anticipated approval of the Bid award and the related Agreement by the Board of Port Commissioners in November 2020.

[END OF PART B]

PART C PROJECT INFORMATION

C.01 PROJECT DESCRIPTION

The Lee County Port Authority (Authority) is soliciting competitive sealed bids from qualified firms to provide and perform Interior Plant Installation, Lease, and Maintenance Services for the Lee County Port Authority at the Southwest Florida International Airport (RSW) terminal building, and at the Page Field Base Operations terminal facility, and related facilities. The successful Bidder will furnish all labor, materials, equipment, supervision, tools, accessories, apparatus, methods, expertise, incidentals, resources, and services as specified herein and normally expected of a commercial interior plant installation, lease, and maintenance provider.

The Authority has an established basic design for the types, combinations, presentations, and sizes of plants and planters to be installed, leased and maintained by the Provider that will serve as the basis for the interior plant program at the Southwest Florida International Airport and Page Field terminal buildings and related facilities. The interior plant design concept is intended to convey the theme of “*a Tropical Welcome to Southwest Florida,*” continuing the concept established for the exterior of the facilities. The Provider shall also be qualified, experienced and capable of furnishing creative input and interior plant design proposals relating to settings, types, sizes, and design layouts for additional interior plants and planters throughout the airport’s terminal and related facilities, both at the Southwest Florida International Airport (RSW) and Page Field (FMY) in Fort Myers as may be requested from time to time by Authority.

C.02 BACKGROUND

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.

Page Field (FMY), a general aviation reliever airport to RSW located in Fort Myers, opened Base Operations, a two-level terminal building of 22,613 gross square feet, in August of 2012. The public-use facility serves as the primary general aviation fixed base operation terminal for based and transient aircraft activity at FMY.

Additional information about RSW and FMY is available online at www.flylcpa.com.

C.03 Southwest Florida International Airport (RSW) - Base Bid

The Base Bid provides for a monthly fee for the preparation, installation, leasing, and maintenance of the following groupings of plants/planters in the locations, types, materials, and combinations as described for Terminal Interior Plantings (Exhibit A), as well as for additional plants/planters, among other services as described below or as may be authorized. Planter model numbers and descriptions for Benchmark Design Series planters are as detailed in this RFB.

A. Eighty (80) Small (2219) Plants/Planters for Design Groups A, B, C, & D:

The following eighty (80) plants in design groups A, B, C, & D will be installed in the Small (model # 2219) planters in the terminal public areas in locations depicted in the Midfield Terminal Interior Plantings Drawings included as Exhibit A to this RFB. **No under-plantings are planned for plants in this Design Group.**

Design Group A (Low Light):

- Quantity seventeen (17)
- Janet Craig (*Dracaena Deremensis*) –*No under-plantings
- 10” Grow Pot

Design Group B (Low Light):

- Quantity twenty-two (22)
- *Schefflera arboricola* (Dwarf Schefflera) *No under-plantings
- 10” Grow Pot

Design Group C (Bright Light):

- Quantity twenty-three (23)
- *Schefflera arboricola variegata* (Variegated Dwarf Schefflera) *No under-plantings
- 10” Grow Pot

Design Group D (Low Light):

- Quantity eighteen (18)
- *Spathiphyllum ‘Clevelandii’* (Peace Lily) *No under-plantings
- 10” Grow Pot

‘Small’ (2219) Planters: (For information purposes only, furnished by LCPA):

- Benchmark Design Group, Loomis Series
- ‘Small’ Planter Model No. 5028-2219
- Dimensions: 22” exterior diameter x 19” high x 17” net interior diameter

The Eighty (80) Small (2219) Planters for this Design Group will be furnished by the Authority’s Maintenance Department.

B. Fifty (55) Additional Small (2219) Plants:

The Provider will furnish fifty-five (55) additional plants or combinations of plants and related materials for installation in various reception, conference rooms, waiting areas, and offices in the Mezzanine and other Authority administrative areas (some requiring AOA Access), in locations to be identified to the successful Bidder upon Bid award (Exhibit C). The Authority

will furnish the majority of the planters for these plants, primarily utilizing Benchmark Design Group Loomis Series Small (2219) planters, while the Provider shall be required to furnish up to fifteen (15) additional planters of similar size for these plants of a type as provided for herein.

The Provider will accommodate requests for a variety of interior plants conducive to the lighting and related environmental conditions existing in these areas, to include, as examples, Rhaps, Warnekei, Chamaedorea, Yucca, Frangans, Spathiphyllum, Lyrata, Janet Craig, Aglaonema, Areca, or Aspidistra. No under-plantings or Flowering Plant Rotation Plants will be required for these plants/planters, except as may be requested separately and standard fill, ballast, liners, and moss shall be included.

C. Forty (40) Medium (3428) Plants/Planters for Design Groups E, F, G & H:

The following Forty (40) Medium plants or combinations of plants in Design Groups E, F, G, & H are to be installed in the Medium (model # 3428) planters in the public areas of the terminal, three concourses, the Mezzanine, the Rental Car building, and in Customs, or as otherwise directed by the Authority.

Design Group E (Bright Light):

- Quantity five (5)
- Ficus lyrata (Fiddle Leaf Fig)
- 14" Grow Pot
- Under-plantings: Quantity 6 per planter (total 30)
- Epipremnum aureum (Pothos)
- 6" Grow Pot
- Flowering Plant Rotation Program (FPRP):
- FPRP Quantity three (3) per Medium (3428) planter (total 15)

Design Group F (Bright Light):

- Quantity five (5)
- Caryota mitis (Fishtail Palm)
- 14" Grow Pot
- Under-plantings: Quantity six (6) per planter (total 30)
- Epipremnum aureum (Pothos)
- 6" Grow Pot
- Flowering Plant Rotation Program (FPRP)
- FPRP Quantity three (3) per Medium (3428) planter (total 15)

Design Group G (Medium Light):

- Quantity fifteen (15)
- Rhaps excelsa (Lady Palm)
- 14" Grow Pots
- Under-plantings: Quantity six (6) per planter (total 90)
- Epipremnum aureum (Pothos)
- 6" Grow Pot
- Flowering Plant Rotation Program (FPRP)
- FPRP Quantity three (3) per Medium (3428) planter (total 45)

Design Group H (Medium Light):

- Quantity fifteen (15)
- *Strelitzia nicola* (White Bird of Paradise)
- 14" Grow Pots
- Under-plantings: Quantity six (6) per planter (total 90)
- *Epipremnum aureum* (Pothos)
- 6" Grow Pot
- Flowering Plant Rotation Program (FPRP)
- FPRP Quantity three (3) per Medium (3428) planter (total 45)

'Medium' (3428) Planter Information:

- Benchmark Design Group, Loomis Series
- 'Medium' (3428) Planter Model No. 5028-3428
- Dimensions: 34" exterior diameter x 28" high with 22" net interior diameter

The primary plants and under-plantings combinations for Design Groups E, F, G, & H as shown above for the Forty (40) Medium (3428) Planters will be furnished by the Provider. The Benchmark Loomis Series planters for these Forty (40) Medium (3428) Plants will be furnished by the Authority in locations and in a manner as specified in Exhibit A. The Provider will also install and maintain the ***Flowering Plant Rotation Program (FPRP)*** plants in these Forty (40) Medium (3428) Planters, as provided for in these specifications.

D. Flowering Plant Rotation Program (FPRP) at RSW:

The Provider will furnish pricing for the implementation of a continuing Flowering Plant Rotation Program (FPRP) for the Southwest Florida International Airport. The Provider will furnish thirteen (13) flowering plant color rotations annually (including the holiday poinsettia rotation and Holiday tree displays described below) throughout the year, with the flowering plants to be installed in the forty (40) Medium (3428) planters (three [3] per planter) as described in item 2.D above. At the time of the RFB, the FPRP provides for a minimum of one-hundred twenty (120) plants per rotation, plus at least three (3) additional plants that will be furnished to the Authority's senior contract manager (3) prior to installation to monitor the bloom cycle, color vibrancy, and effective service life of the selected flowering plant.

Each rotation will consist of sufficiently sized plants to enhance the color and aesthetic attractiveness of all applicable planters, as specified. Different flowering plants and plant colors must be proposed for each rotation. Rotations will normally be separated by two (2) to six (6) weeks, depending on the particular species' bloom cycle and time of year. The rotation installation and separation schedule may be adjusted depending on product availability, the annual schedule impacts, and the Provider's creative program considerations. The Provider will incorporate at least one new species or hybrid of plant in the flowering plant rotation program each year, as may be presented at an industry trade show, grower's exhibit, or similar source.

The Provider must notify the Authority's Contract Management Department of the planned date of installation, including the name, color, and description of the proposed replacement rotation prior to each installation. The Authority's Contract Manager reserves the right to

prohibit or restrict the installation of any proposed replacement plant(s) and require the Provider to use an alternate plant that may be reasonably available.

Following is a partial list of flowering plant species/families that might represent acceptable flowering plant rotation program submittals:

- Azaleas
- Achmeas
- Amaryllis
- Begonias
- Bromeliads
- Caladiums
- Calandivias
- Coloramas
- Crotons
- Guzmanias
- Kalanchoes
- Marganitas
- Mums
- Orchids
- Poinsettias (Holiday)
- Tulips

Flowering Plant Rotation Program Requirements:

- 1) All plants furnished under this part will be florist grade, and of a size that, when properly installed, primary foliage will be highly visible above the rim of the planter. Unless approved in advance by the Authority, flowering plants furnished under this program will be provided in six inch (6") or six and one-half inch (6.5") grow pots.
- 2) All flowering plants will be in bloom or within twenty-four (24) hours of bloom at time of delivery.
- 3) All plants will be free of insects, disease, or other infestations.
- 4) Any dead, dying or stressed plants will be removed/replaced without delay.
- 5) Any wilted, drooping, otherwise unattractive plant(s) will be replaced within twenty-four (24) hours of the Authority's report or Providers' observance of such appearance.

E. Routine Service & Maintenance of Twelve (12) Veitchia Merrilli Adonidia Palms:

As part of the Routine Basic Services, the Provider shall be responsible for comprehensive routine maintenance of the Twelve (12) Veitchia Merrilli Adonidia Palms and Large (6642) Planters located in the east and west atriums of the main terminal, and keep them free of insects, disease, or other infestations. Any dead, dying, stressed, wilted, drooping, retarded growth, or related condition palms considered unattractive or non-compliant by the Authority shall be replaced within ninety (90) days by the Provider at no additional charge with a palm of equal size, age, and appearance as approved by the Authority, unless and except to the extent the Provider can demonstrate such palm(s) were damaged due to circumstances beyond their reasonable control, or have concluded their useful service life as confirmed by industry standards to the satisfaction of the Authority's Contract Management Department. In such cases, replacement and installation of individual palms will be considered as an additional service task and subject to reimbursement as provided for in the agreement, and

will be eligible for reimbursement at any time throughout the term of the Agreement at 1/12th the lump sum amount Bid for Palm Replacement as provided for herein.

If replacement palm(s) cannot be located which match the remaining palms to the Authority's satisfaction for a specific display area, the Authority may elect to replace each of the palms in that particular display area in order to maintain a consistent size, age, color, and appearance. In such cases the replacement and installation of the replacement palms will be considered an additional service and subject to reimbursement as provided for in the Agreement, unless and except to the extent the requirement to replace all palms was caused by the negligence or improper service of the Provider for any removed palm or palms which created the inconsistent appearance, in which case the Provider shall be responsible for all replacement costs for that particular grouping of palms.

Grape Ivy Under-plantings - Twelve (12) Veitchia Merrilli Adonidia Palms:

The Provider will, as part of the Routine Basic Services, furnish, install, service, maintain, and arrange Twenty (20) six-inch 6" potted Grape Ivy under-plantings in each of Twelve (12) Veitchia Merrilli Adonidia Palm Planters, evenly spaced around the planter circumference, and arranged so as to ultimately 'hang' over the edge of each palm planter in a consistent manner and appearance.

F. Comprehensive Palm Cleaning Project - Twelve (12) Large (6642) Palms:

As part of the Routine Basic Services, and as a separate project and annualized line item in the Bid Schedule, the Provider shall furnish and perform six (6) comprehensive cleaning services annually on each of the twelve (12) Veitchia Merrilli Adonidia Palms, using approved access lifts or scaffolding and safety barricades, to perform complete manual cleaning, pruning, fertilizing, as well as diluted solution-based chemical treatment of pests, to include spider mites and other infestations of the palm fronds, shoots, trunks, and soil, as appropriate, at times and intervals as scheduled in advance with the Authority's Contract Management Department. Manual cleaning is defined as, hand wiping each frond of each palm, wiping both the top and bottom surfaces. Any dust or dirt that falls & collects on other surfaces as a result of the palm cleanings will be cleaned up by the Provider.

Should the quantity of annual comprehensive cleaning services be adjusted, the Authority reserves the right to increase or decrease the quantity of annual Comprehensive Palm Cleaning Project Services by calculating the prorated per-project annualized cleaning cost amount furnished in the Bid Schedule, as may be requested and adjusted in writing by the Authority's Contract Management Department.

The Provider will furnish OSHA compliant lift equipment or scaffolding to accommodate the regular service, cleaning, pruning, pest treatment (spider, mites, etc.) and overall service of the Adonidia Palms located in the Large (6624) planters located in the east and west atrium areas. The Provider may arrange to use a lift furnished by the Authority's Maintenance Department as may be available for which the Provider will be required to receive the appropriate training and sign a waiver of liability form. The Provider must also furnish new, clean, and attractive protective barriers to secure the specific work area while performing services and maintenance of the palm trees. All equipment must be stored at the Provider's site.

Additional Services as Authorized

A. Planter Refurbishment - Existing Benchmark Design Group, Loomis Series:

The Provider will furnish pricing for the refurbishment of the existing Benchmark Design Group, Loomis Series planters (quantity: eighty (80) small & twenty (20) medium & twelve (12) large) in the public areas of the airport (not including the Mezzanine planters), as a separate Bid Schedule project item utilizing the refurbishment process as described below.

The Provider will, in coordination with the Authority, arrange to complete this refurbishment on each of the designated small (Loomis model #2219) and medium (Loomis model #3428) planters within six months of notice to proceed for this task, by removing a specific number of small (2219) and medium (3428) planters (e.g. 2-6 planters) each week to an off-site shop suitable for performing such refurbishment work, unless otherwise coordinated with the Authority; perform and complete the refurbishment as specified below; and return the refurbished planters to the airport on a rotating basis and on a schedule which provides for completing the refurbishment within six (6) months of notice to proceed. The Provider must maintain an inventory with the Authority's Contract Management Department to include incoming and outgoing dates of specified planters throughout the refurbishment process. The Provider shall furnish replacement planters, acceptable to the Authority, on the plant(s) where the 'to be refurbished' planter has been temporarily removed.

The large (6642) palm planters may be refurbished on site, in a manner that does not unduly interfere with the ongoing operations of the airport, as coordinated with the Authority, and which protects the public, the plants, the terrazzo tile floor, the refurbished planters, the under-plantings, and the surrounding areas during the refurbishment and curing period.

Refurbishment of all but the large (6642) palm planters shall be performed at the Provider's shop, or other off-airport location. The process for refurbishing the Benchmark Design Group, Loomis Series planters is as follows:

1. Clean planter surface with a non-abrasive liquid detergent soap and water mixture, and low pressure rinse with clean water. Allow to air dry.
2. Paint a base coat of latex paint to cover the entire planter and rim as well as the planter interior (from the top of the planter down to the first demarcation line) with a medium paint brush. The paint color shall be "*French limestone, Light Antique Color #150 (pale sand)*," or other suitable closely matching color as may be approved in advance by the Authority based on a color swatch or sample. Allow to air dry in a cool, climate-controlled environment.
3. Apply "*Faux*" finish 'rub' by carefully and lightly diluting matching top coat latex paint with paint thinner. Dip painter's cloth into the thinned paint solution, and apply over the cured Planter base coat using two fingers in small, consistent, circular motion lightly touching the planter surface.
4. The above step in the process will require consistency and experience with "*Faux*" painting using a thinned paint solution to provide a constant, appealing surface appearance. For this reason, a single designated individual with artistic aptitude shall be assigned to perform the "*Faux*" painting phase of planter refurbishment.
5. Allow to air dry in a cool, climate-controlled environment, and protect the refurbished planter for transportation back to the display location in the airport terminal building.

The Provider may suggest an alternative planter refurbishment plan to achieve the same or similar results. The Authority may approve an alternative plan, but may require the Provider to conduct a test of the alternative treatment program for prior approval before continuing with the program. The Provider shall also prepare and submit to the Authority's Contract Management Department, a planter refurbishment phasing plan which provides for a continuing rotation of planters in order to expedite and complete this process in the established time frame, maximizing logistical efficiencies. This project treatment and phasing plans must be approved in advance, and performed in coordination with the Authority.

This planter refurbishment process will be performed on all existing Benchmark Design Group, Loomis Series planters in the **public areas** of the airport (not including Mezzanine planters with the goal of completing the process on a rotational basis within six (6) months of notice to proceed.

B. Annual Holiday Poinsettia Tree Display Presentation:

During the Thanksgiving and Christmas Holiday periods, at the Authority's authorization, the Provider will be responsible for the installation and maintenance of approximately, three hundred seventy-eight (378) six-inch (6") and two (2) eight-inch (8") red poinsettia plants for each of two (2) Holiday trees, a minimum of fifteen (15') feet in height each (with poinsettias installed), which shall be furnished by the Provider. Poinsettias shall also be placed on the shroud material at the base of each tree to completely ring and wrap around the base of the trees.

In addition, poinsettias will also be placed in the planters and locations normally included in the flowering plant rotation program (FPRP), and thus will represent one of the thirteen (13) annual plant color rotation presentations.

The Holiday poinsettia trees will be furnished by the Provider, erected and properly secured in locations as determined by the Authority. The erection of the trees and installation of the poinsettias will be performed at a time that will not unnecessarily interfere with airline, tenant, or passenger activities as coordinated with the Authority. The Provider shall be responsible to properly service, hydrate and maintain the poinsettias on the trees and the FPRP locations, and will also be responsible for any Holiday tree structural repairs as well as any poinsettia replacements for the duration of the display period necessary to maintain a fresh appearance and so as to conceal any gaps in the Holiday trees.

The Provider will furnish OSHA-compliant ladders, lift equipment or scaffolding to accommodate the installation and regular service, cleaning, pruning, pest treatment (spider mites, etc.), and restocking of poinsettias in the Holiday trees located in the east and west atriums. The Provider may arrange to use a lift furnished by the Authority's Maintenance Department as may be available, for which the Provider will be required to receive appropriate training and sign a waiver of liability form. The Provider shall further furnish new, clean, and attractive protective work area barriers to secure the work area while installing and servicing the Holiday trees.

Annual Holiday Poinsettia Display Requirements:

- 1) All poinsettias will be Florists Grade, free of insects, fungus, or other infestations. Poinsettia color as well as foil wrappings will be as coordinated in advance with the Authority's Contract Management Department.

- 2) The shroud (covering) material for the poinsettia Holiday tree pedestal will be white, flame retardant material and opaque enough so as not to allow any color from the pedestal to show through. The material must be new each year and approved by the Authority prior to installation.
- 3) On the Wednesday following Thanksgiving, or other day as coordinated, the Provider will remove the current flowering plant rotation and replace it with bright metallic foil-wrapped poinsettias of a color to be approved by the Authority.
- 4) On the same day, the Provider will install the bright metallic foil-wrapped poinsettias of the color specified by the Authority on the poinsettia Holiday trees, in a manner that provides full and complete coverage. No structural part of the tree or stand will be visible.
- 5) Any dead, dying, wilting, drooping, missing, or otherwise unattractive poinsettias shall be replaced immediately upon observance of the Provider, or within twenty-four (24) hours' notice by the Authority.
- 6) On the first Monday following January 1, or as otherwise directed by the Authority's Contract Management Department, the Provider will remove all poinsettias and remove and dispose of the pedestal wrapping. The Provider will disassemble the Holiday tree frames and pedestals and remove them from the terminal. The Provider will then remove all plant debris in the vicinity of the Holiday tree and all other FPRP poinsettia locations.
- 7) On the same day the Holiday tree and FPRP poinsettias are removed, the Provider shall install the next scheduled flowering plant color rotation.

C. Replacement of Existing Twelve (12) Large Veitchia Merrilli Adonidia Palms:

If the palms conclude their useful life, the Provider will furnish and install, as provided for herein, twelve (12) replacement large Veitchia Merrilli Adonidia Palms in Large (6642) Authority-furnished Planters, Loomis Series Model #5028-6642 (size 66"d x 42"h) to replace the existing Veitchia Merrilli Adonidia Palms furnished by the Authority in the East and West (all installed in 2015) atriums in the public areas of the terminal, as depicted in Exhibit A to these specifications. Palm replacement must take place outside of normal operating hours, as coordinated with the Authority's Contract Management Department, on site at the location of each planter and in accordance with these specifications.

The Provider is responsible to carefully remove the old palms, fill, ballast, plumbing materials, mulch, and under-plantings, as necessary and appropriate, and properly dispose of all such materials to an off-site location in an environmentally compliant manner, to include any necessary equipment to perform this task. In addition, the Provider will be responsible to affect any necessary repairs to the Large 6642 Loomis Planters, and to clean up the site and traffic areas as necessary.

The Provider must furnish a lump sum price to furnish, install, and replace Twelve (12) large Veitchia Merrilli Adonidia Palms in Large (6642) Authority-furnished Planters Loomis Model #5028-6642 (size 66"d x 42"h). The twelve (12) palms and related installation materials (not including the Grape Ivy under-plantings which will be leased separately as part of the Basic Scope of Services), will become the property of the Authority upon final acceptance. The lump sum amount bid for the twelve (12) palms will be amortized for reimbursement in equal monthly installments over the remaining Agreement term following acceptance, and the Provider shall furnish a full palm replacement labor and materials warranty, excluding

replacement necessitated as a result of damage beyond the Provider's control as determined appropriate by the Authority, for a period of thirty (30) months following final acceptance of the palms.

The Provider will acquire twelve (12) large (i.e. 16'-18' in height) Veitchia Merrilli Adonidia Palms in no larger than 60" nursery cans, with each of six (6) palms to be of similar height and trunk caliber, age, color, and appearance. The palms must be properly acclimated to the bright light conditions of the present airport display locations in the east and west main terminal atriums, as depicted in Exhibit A, to include a minimum acclimation period of sixty (60) days of shading in a hardcover greenhouse of sufficient height to accommodate same, in order to promote a long and healthy life in the presentation environment.

The Provider will install the Veitchia Merrilli Adonidia Palms in the existing Large (6642) Authority-furnished Loomis Model #5028-6642 (size 66"d x 42"h) planters, by first removing the existing palms, and all base/sub-base materials, soils, separator fabric, gravel, etc., and clean out the Loomis 6642 planter on site, careful not to spill or impact the floor or related areas, and remove and properly dispose of the palms and related materials off site in an environmentally compliant manner. The Provider will then inspect and make any necessary planter repairs, clean and prepare as appropriate, and install the palms via Direct Burial (i.e. direct planted) with reservoir planting method, to include a water evacuation system, as follows:

- Install water evacuation system that will allow for removal of excess water in a manner that the plumbing is not visible under presentation conditions.
- Install a gravel sub-base filled ~9" from the bottom and topped with an upwardly wrapping soil separator fabric designed for long term planter use.
- Install the soil mix (Medium Saford #4 Sterilized Planting Manure by Southern Agriculture or approved equivalent) upon which to secure the root ball up to the bottom of the rim, and surround the root ball once set.
- Install and position the root ball at appropriate presentation height, and properly leveled, to provide for potential settling, and to ensure a similar height and appearance for each group of six palms in the respective atriums.
- Install Grape Ivy (leased separately as provided for below) under-plantings.
- Install Top Soil and dressing and/or moss as appropriate.

C.04 BASE OPERATIONS AT PAGE FIELD – Base Bid

The Provider will furnish pricing for the same services described in this Request for Bids at the Base Operations public-use general aviation terminal building at Page Field in Fort Myers, Florida. The general and technical specifications, scope of services, Provider responsibilities, and all applicable terms and conditions included in this Request for Bids and the resulting Service Provider Agreement shall also apply to activities at Page Field, as appropriate.

The Page Field Base Operations interior plant program, preferred planters/pots by size and location, fill materials and presentation criterion, as well as preferred plants and under-plantings by planter are as described herein and in the Page Field General Aviation Terminal Interior Plantings drawings and associated inventory listing included as Exhibit B to this Request for Bids.

The Provider must furnish rimmed molded composite fiberglass planters wrapped in metal, straight line cylindrical in shape, or of approved equivalent structural materials suitable for use in a public-use commercial facility, and of comparable size(s) as listed below for twenty-three (23) small, medium, large, x-large, and xx-large freestanding planters in Base Operations on two levels (elevator available).

The ultimate planters to be installed will require the prior approval of the Authority FMY staff in advance of installation. The Authority reserves the right to request alternate options for planters such as ceramic style and/or adjustments in size and color. The interior landscape theme is to exude a *Tropical Welcome to Southwest Florida*, and the preferred exterior finish is brushed silver, satin, metallic, or similar acceptable color. The approximate acceptable planter sizes are as follows:

- Six (6) Small Planters 12"OD x 12"H
- Nine (9) Medium Planters 14"OD x 14"H
- Four (4) Large Planter 22"OD x 20"H
- Two (2) X-Large Planters 24"OD x 20"H
- Two (2) XX-Large Planters 36"OD x 24"H

While each planter will contain a primary plant and fill materials, designated planters will have complementary 6" under-plantings, while selected planters (quantity 2) will also provide recessed voids for 6" color rotations consisting of thirteen (13) rotations per year (to include poinsettia presentation as provided for herein). Certain plants will need to have a reduced sightline or be pruned so that they can provide for suitable viewing capability for adjacent security cameras, as applicable.

The Page Field Base Operations Interior Plant Program inventory is as follows:

No.	Planter Size	Plant Size	Plant Type
1	Medium	14"	Janet Craig
2	Medium	14"	Ficus
3	Large	17"	Janet Craig
4	Medium	14"	LL Warneckii
5	Medium	14"	Aglaonema
6	Authority Supplied	6"	Flower Rotation
7	Medium	14"	Fishtail
8	X-Large	17"	Alli
	Under-Plantings	Qty. 6 – 6"	Pothos
9	X-Large	17"	Alli
	Under-Plantings	Qty. 6 – 6"	Pothos
10	XX-Large	17"	Areca
	Under-Plantings	Qty. 6 – 6"	Pothos
	Color Rotation	Qty. 3 – 6"	FPRP
11	Large	14"	Fishtail
	Overhang	Qty. 3 – 6"	Grape Ivy
12	Large	14"	Fishtail
	Overhang	Qty. 3 – 6"	Grape Ivy

13	Medium	14"	Fishtail
14	Small	10"	Sanseveria
15	Small	10"	Janet Craig
16	Small	10"	Janet Craig
17	Small	10"	Sanseveria
18	Small	10"	Janet Craig
19	Small	10"	Janet Craig
20	Large	17"	Rhaphis
21	XX-Large	17"	Ficus Lyrata
	Overhang	Qty. 6 – 6"	Pothos
	Color Rotation	Qty. 3 – 6"	FPRP
22	Medium	14"	Janet Craig
23	Medium	14"	Massangeana
24	Medium	14"	LL Warneckii

Bidder may refer to Exhibit B to this Request for Bids to determine display locations and related building information.

B. Page Field Base Operations Interior Plant Program Pricing

The Provider must submit pricing for the plant installation, leasing, and maintenance program for both **leasing** of the planters, to be invoiced monthly, and as a secondary option; pricing for **lease to own** to be invoiced monthly and amortized over the initial term of the Agreement, to become the property of the Authority’s FMY Maintenance Department upon conclusion of the initial contract term.

Pricing for Page Field Base Operations Interior Plant Program services will be in accordance with all applicable terms and conditions of this Request for Bids and the associated Service Provider Agreement.

5. Additional Services - Scope of Services

A. Bidder must furnish in the Bid Schedule a fixed per-unit monthly interior plant lease, installation, and maintenance service fee for individual Additional Leased Plants and/or Planters as follows:

- 6” Plant with Standard or Authority-furnished Container
- 8” Plant with Standard or Authority-furnished Container
- 10” Plant with Standard or Authority-furnished Container
- 14” Plant with Standard or Authority-furnished Container
- 17” Plant with Standard or Authority-furnished Container
- Per Planter Additional Cost for Under-plantings as per specifications
- Per Planter Additional Cost for FPRP plantings as per specifications

Standard containers and related fill, ballast, saucers, liners, and moss are to be furnished at no extra cost to the Authority by the Provider and are to consist of approved wicker, duraco, and terra cotta construction. The Authority may elect to furnish the associated containers at their discretion.

B. In addition, the Provider must also furnish, during the term of the Agreement, at a cost-plus percentage markup basis as provided for herein, the following planters as manufactured by the Benchmark Group, Loomis Series, or an approved alternate product if the models listed below are not available, as may be requested by the Authority:

- Model #5028-1917 Size: 19"d x 17"h
- Model #5028-2219 Size: 22"d x 19"h
- Model #5028-2622 Size: 26"d x 22"h
- Model #5028-3125 Size: 31"d x 25"h
- Model #5028-3428 Size: 34"d x 28"h
- Model #5028-3932 Size: 39"d x 32"h
- Model #5028-4433 Size: 44"d x 33"h
- Model #5028-5136 Size: 51"d x 36"h
- Model #5028-6642 Size: 66"d x 42"h

Any Benchmark Design Group, Loomis Series planters furnished by Provider must be of the same color, material composition, and exterior finish to match refurbished planters, if necessary, as part of the Planter Refurbishment Program, and as furnished by the Authority's Maintenance or Contract Management Departments. Supplemental surface treatments for Authority-furnished plants may be considered Additional Services, and may be eligible for reimbursement on a time and materials basis, as may be authorized by the Authority's Contract Management Department.

The Benchmark Design Group, Loomis Series planters' finish is "Fiberstone" made of glass fiber, polyester resins and aggregate materials. The color is "French limestone – light antique color #150," which is pale sand in color.

Contact information for Benchmark Design Group is as follows:

Benchmark Design Group
456 Osceola Avenue
Jacksonville Beach, FL 32250
Telephone (904) 246-5060
Fax (904) 246-9008
Web-Site: www.benchmarkdesigngroup.com

C. Bidder will also furnish in the Bid Schedule fixed labor rates for above and beyond project work, on-site installation or relocation, horticultural or interior plant design services, or additional maintenance or related services at Regular and Premium Hourly Rates, as may be requested and authorized by the Authority's Contract Management Department. For immediate or emergency service, the Provider must be able to respond to a request for service within four (4) hours from the time of notification. Provider must furnish the Authority's Contract Management Department with emergency contact information and be available twenty-four (24) hours daily for the term of the Service Provider Agreement.

For purposes of this Agreement, Regular Hours shall be between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, not including Holidays. Premium Hours are between the hours of 5:00 p.m. and 7:00 a.m., including Weekends and Holidays (authorized holidays are Christmas, New Year's Day, Memorial Day, Labor Day, 4th of July, and Thanksgiving).

D. In addition, Bidder shall include in the Bid Schedule a fixed percentage markup above Provider cost for the following items, as authorized by the Authority:

- Silk plants, products, or arrangements
- Special order containers, miscellaneous materials and display items
- Special equipment rentals, as authorized by the Authority

Ancillary expenses such as sales tax, freight and delivery costs or related expenses are not eligible for markup and will be reimbursed on a direct pass-through basis.

Bidder must also furnish in the Bid Schedule a markup for Equipment Rentals as may be required for special projects as authorized. Special equipment shall include items not typically used in the interior plant maintenance industry, and must be approved in advance by the Authority.

6. **Responsibilities of the Provider**

- A. The Provider will commence the initial plant installation upon issuance of a written Notice to Proceed (NTP) by the Authority's Contract Management Department, in accordance with these specifications.
- B. Time is of the essence in the performance and provision of all services described in the Service Provider Agreement.
- C. The Provider is responsible for the professional quality and timely completion of the services to be provided and performed, and for compliance with all terms and conditions of the Agreement.
- D. The Provider will be liable for all damages to Authority property caused by the Provider's negligent performance of any of the services furnished and performed under the Agreement.
- E. The Provider will designate in writing a qualified person or persons to serve as the Regional Manager and act as its primary representative. The Provider's representative shall have authority to act for the Provider in all matters covered by the Agreement, and will be available to meet with Authority staff during normal business hours as necessary, and at any time by telephone.
- F. The Provider will comply with all provisions of the Service Provider Agreement, and will not commence any additional work without submitting a written estimate of charges to the Authority's Contract Management Department. The Provider will not commence any additional work requested by the Authority without the written approval of the Authority's Contract Management Department. All charges over the original estimate amount must be approved by the Authority's Contract Management Department or payment will be made only for the original approved amount. Any charges exceed 20% of the original approved amount will also require additional approval of the Authority's Aviation Division Director."
- G. All personal employed by the Provider will be competent, trustworthy and properly trained. The Provider and its employees will be required to comply with all the applicable regulations of

the Authority and relating regularity agencies.

- H. The Provider will be required to review and comply with all Airport Security Rules and Regulations, including restrictions on access to certain areas such as the Federal Inspection Station (FIS), and obtaining and wearing of security ID badges.
- I. The Provider must remove from Airport property all employees deemed careless, incompetent, or otherwise objectionable or detrimental to the Authority's interests.

7. **Service Deficiencies**

The Authority will make every effort to advise the Provider's representative of any service deficiencies that require correction. Corrections must be made by the Provider within twenty-four (24) hours of receiving such notification, or within four (4) hours if the deficiency represents a safety or security risk in the judgment of the Authority. The Authority reserves the right, however, to take corrective action as it deems necessary and deduct associated direct costs from any payments due in the following situations:

- A. Any safety hazard caused by Provider's personnel and not immediately corrected.
- B. Failure by Provider to take any action required by the Service Provider Agreement.

8. **Assignment**

The Provider may not assign or otherwise transfer its rights under the Service Provider Agreement without the prior express written consent of the Authority.

9. **General**

- A. This Bid will be awarded to and the requested services shall be furnished and performed by a single Provider specializing in the installation, leasing, and maintenance of interior plants, except as may be specifically provided for herein. This provision does not invalidate the non-exclusive nature of the Agreement, nor does it restrict the rights reserved to the Authority to seek similar or identical services elsewhere if deemed in the Authority's best interest as provided herein.
- B. Provider must have trained horticultural technicians to perform the services in accordance with the requirements of the Service Provider Agreement, including providing routine and emergency maintenance for all interior plants and planters at the Southwest Florida International Airport and related facilities.
- C. The Authority will establish a staging and work area for the Provider at the Airport to stage, store and prepare all plantings, planters (as applicable) and related materials and equipment necessary to accommodate the preparation and distribution of plants/planters throughout the Airport's terminal building and related facilities in a timely manner. If practicable, the Provider may be allowed, with prior authorization, to perform initial plant and related material installation services directly at the respective planter display locations.

10. **Technical Specifications**

- A. The Provider must furnish all soils, moss, insecticides, pesticides, gravel, internal containers,

fertilizers, plant foods, and all other materials as required to maintain the plants in Florida Fancy condition. All plants and under-plantings which fail to meet these criteria, in the sole determination of the Authority, will be replaced within twenty-four (24) hours at no cost to the Authority.

- B. The Provider must use high quality horticultural gray moss ("Aspen-Moss" by ChemSupply Company, or an approved equivalent) as the plant decorative top covering in lieu of the redwood or pine bark as described in the MTC Interior Plantings design drawings (Exhibit A). The decorative moss must be applied in a manner that completely covers all plant grow pots, soil, ballast and fill material, is slightly elevated above and evenly distributed along the top of the planter, and does not obscure any under-plantings or flowering plant rotation program plants.
- C. The Provider must use landscaping stone, or approved alternate material, as appropriate and necessary in each planter to serve as a ballast to avoid inadvertent tipping or movement of the plants and planters. The ballast material shall reside in the lower portions of the planters, and must be completely covered with horticultural black matting.
- D. The Provider must use high quality clear saucer liners, form fitting Styrofoam blocks and packing material and/or cut-to-fit foam spacers to serve as fill and to secure the primary and secondary plants firmly in place. The Provider must prepare sufficient form-fitting cavities to house the primary and secondary plants grow pots as appropriate.
- E. All insecticides, pesticides, fertilizers, plant foods, leaf shine, and cleaners, or any other treatments or materials applied to or around the plants covered under this Agreement will be applied only during normal business hours, unless otherwise approved by the Authority. No toxic substances may be applied unless previously authorized by the Authority and the Provider must furnish a Material Safety Data Sheet (MSDS) prior to using such substance.
- F. Mixing of insecticides and pesticides must be conducted in a manner and at a location approved by the Authority. Any application of pesticides or insecticides will be conducted by an employee of the Provider who possesses a current Florida Department of Agriculture and Consumer Services (DACs) Pest Control License, as required. **A copy of a current State of Florida Pest Control License must be furnished with the Provider's Bid.**
- G. All plant sizes referred to in these specifications or any change order to the Service Provider Agreement will refer to the Guide to Interior Landscape Specifications (the "ALCA Guide"), as amended. For temperate climate plants, the sizes will be governed by the American Association of Nurserymen's "American Standard for Nursery Stock," as amended.
- H. It is the Provider's responsibility to ensure that any additional plants and/or trees furnished under the Service Provider Agreement are suitable for the existing interior conditions. The Authority will not make adjustments or allowances to the Agreement due to the failure of any unsuitable plants or trees installed by Provider.

11. **Materials to be Furnished by the Provider**

- A. All insecticides, pesticides, fertilizers, plant foods, or other materials applied to or around the

plants covered in this Agreement will be dispensed from clearly marked containers that describe in detail the chemical name of the product, the constituents of the product, applicable warnings, and an antidote. The Provider shall furnish a Material Safety Data Sheet (MSDS) for each chemical used on the premises, as applicable. Under no circumstance will the Provider dispense unauthorized, illegal, or inappropriate mixtures of chemicals, or appropriate chemicals inconsistent with intended uses or recommended application.

- B. All replacement foliage must qualify as Florida Fancy unless otherwise approved by the Authority.
- C. All mosses or other live decorative pot dressings will be free of active infestations.
- D. All plants furnished as a part of the Service Provider Agreement will be furnished without active infestations. Plants found to have insects, fungus, or disease will be immediately removed from the premises and aggressive efforts to prevent the spread of such infestations or disease will be immediately implemented.
- E. All soil materials must be furnished by the Provider. Such material must be clean, free of deleterious materials, and free of infestation. The soil type used for each species will be of the type normally recognized as appropriate for that species. Acceptable soils will be ProMix, Metro-Mix, or approved equivalent.
- F. All live plants furnished as required herein must be obtained through or by a Nursery Stock Dealer Certified by the Florida Department of Agriculture and Consumer Services, identifying the Florida Grade on the shipping invoice or packing list as certified by the nursery from which the plant was grown (i.e., Florida Fancy, Florida No. 1). Copies of the shipping invoice or packing list certifying the grade of live plant must be furnished to the Authority's Contract Management Department.

12. **Tools and Equipment to be Furnished by Provider**

- A. There is no domestic or sub irrigation watering system for individual planters in place or planned at the terminal. The Provider must acquire and maintain throughout the term of the Agreement at least one (1) new mobile tank watering machine with a minimum capacity of twenty-six (26) gallons of useable water (WaterBoy WBF-26, WaterBoy Interiorscape, Deluxe watering machine by ChemSupply Company, or approved equivalent) for exclusive use on the Southwest Florida International Airport. The Authority will provide an appropriate storage area for the watering unit, but will not be responsible for damage or theft of any of Provider's tools or equipment on the airport.
- B. The Provider will supply all tools, professional pruning shears and saws, ladders, various sized watering cans, trigger and pressure sprayers, soil moisture probes, feather dusters and sweepers, rags, and all other tools and equipment required for the maintenance of plants covered under this Service Provider Agreement, to include lifts/scaffolds for the servicing of the large palms as provided for herein.

13. **Completion of Work**

- A. All service and maintenance activities will be accomplished without interruption or interference

with the normal operations of the Airport. Any activity that could potentially interfere with the normal activity of the Airport will be coordinated with the Authority and scheduled for hours that will minimize impact to normal airport and airline operations and to the traveling public.

- B. The Provider will maintain all interior foliage in a clean and healthy condition. All foliage will be kept clean and free of dust, dirt, mold, and cobwebs.
- C. The Provider will keep all foliage containers (grow posts, planters) clean and free of debris. Each visit to the airport will include a walk-through of the facility to inspect each pot, planter, and plant for replacement, if needed, stopping to remove any dead or discolored plant material, removal of debris from the pot, and cleaning of the pot/planter.
- D. The Provider will be required to maintain exceptional housekeeping at all times. Water, soil, or any other materials that fall to the floor and could become a hazard to the public must be removed immediately. **This is crucial in tiled floor areas.**
- E. The Provider must acclimate each new or replacement plant or tree before installation in the terminal facility. Refer to Guidelines to Foliage Plant Specifications for Interior Use (Florida Foliage Association, 1978) as amended, for appropriate acclimation times for each species.
- F. Specified plants shall be replaced with plants of the same size, type, coloring, and appearance unless prior approval is given by the Authority.
- G. Within 20 days of Board approval and signing of the Service Provider Agreement, the Provider will furnish a monthly work schedule, showing times and the days of the week services will be performed. The Contract Management Department will then accept or reject the schedule; if rejected, the Provider must make modifications until acceptable to the department.
- H. The Provider will furnish the Authority's Contract Management Department with a weekly service report. The weekly service report will include, but not be limited to, time of arrival/departure, personnel on the site, services performed, and problems that need to be corrected. A log will be maintained on site for the Provider's personnel to sign in and out for each visit to the airport.
- I. The Authority will require the Provider to increase its service levels to provide and perform the required services if, in the Authority's sole determination, the appearance of the plants and planters is not to the Authority's standards of service as described in these specifications.
- J. The Provider will designate a qualified and experienced employee to serve as the Primary Airport Service Technician, with a similarly qualified Alternate to perform the routine and recurring maintenance services as described in this Request for Bids.
- K. The Provider agrees to replace any plant or plants that are reported by the Authority as dead, dying, stressed, diseased, infected, or otherwise inappropriate for display within twenty-four (24) hours of receipt of such notice.

- L. Materials used in the work shall conform to the requirements of these specifications. Unless otherwise directed, materials that are manufactured or grown for airport use shall be new (in lieu of used, reprocessed or re-circulated).
- M. Any product, chemical, horticultural or planting material that does not conform to the requirements of this RFB will be considered unacceptable and removed from the airport promptly, unless otherwise directed by the Authority.

14. **Planter Maintenance, Repair, and Replacement**

In addition to the *Planter Refurbishment Project* included in these specifications, the Provider will make every reasonable effort to maintain the functionality and appearance of the planters and pots in use at the Airport in a new or like-new condition, consistent with industry standards and manufacturer's recommendations, throughout the term of the Agreement. The Provider shall report any scratches, dents, cracks, inconsistencies, wear and tear, etc., as observed to the Authority's Contract Management Department, and attempt to immediately repair, restore, or patch such planter as necessary and appropriate, based on the nature and extent of the damage and the condition of the planter.

Upon request of the Authority, the Provider will repair, repaint, restore, refurbish, or replace, as appropriate, any damaged, deteriorated, inconsistent, or worn planters as an Additional Service project as provided for in the Agreement, and in a time frame not to exceed seven (7) days of such request, except as otherwise coordinated. The Provider will coordinate such repairs, restoration, refurbishment, or replacement with the Authority and furnish and perform such Additional Services work in a manner and time frame as set forth in the associated task authorization, to include performing the restoration process as described in the *Planter Refurbishment Project*. The Provider shall not be reimbursed for planter damage caused by the Provider's activities.

15. **Inventory**

- A. Upon completion of the initial installation, the Provider must furnish the Authority with a current and dated Master Inventory List of plants, to include under-plantings, and planters, including the planter size, type, and location, and the plant types, sizes, and numbers in a particular planter, and the number of cavities for the Flowering Plant Rotation Program (FPRP) plants in applicable planters.
- B. Upon completion of any plant or planter additions, modifications, or relocations, the Provider must immediately update the Master Inventory List identifying the amounts, types, sizes, and locations of the plants/planters, and furnish a copy to the Authority's Contract Management Department.
- C. The Provider will implement a computerized plant inventory tracking method for each plant installed on the Airport and related facilities, to include an individual tracking number, bar code, or serial number on the exterior of each plant's grow pot. The individual plant tracking numbers will allow Provider to determine the type, age, size, and installation date of each plant, as well as source Nursery Stock Dealer information and Florida Fancy Grade rating.
- D. The Provider will furnish inventory and status reports from a plant inventory system, detailing this information as requested by the Authority. Bidder's must include a summary of the

capabilities of their computerized plant inventory tracking program with their Bid.

16. **Authority Rights and Obligations**

- A. The Authority will furnish water and electricity as may be reasonably available for normal operational activities.
- B. The Authority reserves the right to relocate the Provider's plants and the planters due to uncontrollable circumstances resulting from construction or renovation of Authority or tenant space, reassignment of space use, or to enhance the flow of passenger traffic through the terminal complex. The Provider will be notified and allowed reasonable time to relocate plants to an area deemed appropriate and approved by the Authority. All reasonable costs associated with the relocation of plants will be reimbursed as provided for in the Agreement.
- C. The Authority may, at regular intervals, monitor the performance of the Provider to determine whether the services required under the Service Provider Agreement have, in fact, been accomplished to the satisfaction of the Authority and in a timely manner. The Authority shall make a subjective evaluation of the effectiveness and efficiency of the Provider's performance using reasonable standards common in the industry.
- D. The Authority will notify Provider of any specific service item or items that are deemed unsatisfactory. If the Provider has not corrected such item(s) of installation, leasing, service, or maintenance of interior plants and planters to the satisfaction of the Authority within forty-eight (48) hours of receiving notice, the Authority, in addition to all other rights provided under this Agreement or by law or equity, may deduct a reasonable amount of compensation for such item or items from Provider's invoice. The Authority will have no obligation to compensate Provider for such unsatisfactory service or item(s) of installation, leasing, service, or maintenance of interior plants.
- E. The Authority will pay the undisputed amount of Provider's invoice, as it may be reduced to reflect unsatisfactory performance pursuant to paragraph D above. Items in dispute shall be paid upon resolution of the dispute.
- F. The Provider Warrants that for a period of one (1) year from the date of delivery and/or installation, whichever is later, the plants, under-plantings, ballast, fill, moss, and related materials furnished shall be free of any defects that interfere with or prohibit the use of the goods for the purposes which they were intended or obtained, as determined by the Authority.
- G. During the Warranty period, the Authority may, at its option, request that the Provider repair or replace any defective goods or materials within a reasonable time period, by written notice to Provider. In that event, Provider will correct, repair or replace the defective goods or materials, at Provider's expense, within forty-eight (48) hours. Alternatively, the Authority may return the defective goods and materials, at Provider's expense, for a full refund. Exercise of either option will not relieve Provider of any liability to the Authority for damages sustained by virtue of Provider's breach of the Warranty.

[END OF PART C]

**PART D
SPECIAL PLANS, DRAWINGS, ETC.**

Examination of the Site and Interior Plantings Exhibits

Bidders are solely responsible for familiarizing themselves with the site(s) and verifying all information in this Request for Bids. Bidders shall take into consideration all such conditions as may affect the work specified herein. Bidders interested in evaluating Southwest Florida International Airport or Base Operations at Page Field may contact Megan Wilson, Purchasing Agent, telephone (239) 590-4558, e-mail mlwilson@flyclpa.com to schedule a time to walk through.

For Bidders' convenience, a reduced set of plans are included as Exhibit A to this Request for Bids. Plans for interior plant/planter types and presentation locations in the Page Field Base Operations terminal are included as Exhibit B to this RFB.

[END OF PART D.]

PART E
INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

All bidders 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 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.

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.

Additional Insured

Lee County Port Authority must be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language "The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations."

Acceptability of Insurers

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

Waiver of Subrogation

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

Certificate of Insurance

Prior to the execution of an agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful 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 offer. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. **Send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com**

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

Policy on Request

In addition, when requested in writing by the Authority, the successful proposer will provide the Authority with a certified copy of all applicable insurance policies.

Change in coverage

The successful 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.

Subcontractor's requirement

The successful bidder 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 proposer, the Authority does not waive its sovereign immunity and nothing herein shall be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

Indemnification, General Liability & Patent or Copyright

The successful 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.

BOND REQUIREMENTS

E.1 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.

E.2 PERFORMANCE BOND

A performance bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, must be provided in the amount of one hundred percent (100%) of the total base amount bid for the first contract year, within fifteen (15) calendar days from the date of written notice of award, and such bond shall be maintained throughout the term of the contract. The performance guaranty assures that the Provider will promptly complete the work in accordance with the terms of the contract.

E.3 PAYMENT GUARANTY

A separate payment bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, must be provided in the amount of twenty-five percent (25%) of the total base amount bid for the first contract year, within fifteen (15) calendar days from the date of written notice of award, and such bond shall be maintained throughout the term of the contract. The payment guaranty assures that the Provider will promptly pay in full all bills and accounts for materials, labor, and equipment used in the completion of the work.

E.4 CUSTOMS BOND

The Provider may be required, during the term of the Agreement, to obtain a separate bond payable to the U.S. Customs and Border Patrol (CBP) in the amount of \$75,000, within fifteen (15) calendar days of written request of the Authority's Contract Management Department, and such bond shall be maintained as determined necessary by the Contract Management Department. A Customs Bond for Customs and Border Patrol shall be required to perform services in the Federal Inspection Station (FIS) portion of the terminal. See Customs Bond, Attachment 1. The cost of the bond, should it be requested, shall be reimbursed as a direct pass through to the Provider, with no markup, payable upon receipt of satisfactory evident of payment by the Provider for the bond.

E.5 RECORDING THE PERFORMANCE AND PAYMENT BOND

Pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencement of the agreement, the successful bidder will be responsible for and bear all costs associated to record the Payment and 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.

[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 information for bidders, special instructions and requirements, project information, special plans and drawings, DBE, insurance and bond requirements.. 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 and/or services requested in this RFB. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate bids. 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 my bid and I agree to abide by all conditions of this RFB document.

I certify that all information contained in my bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit a 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.

BID ARE DUE ON: FRIDAY, SEPTEMBER 11, 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:

RFB 20-24MLW INTERIOR PLANT INSTALLATION, LEASE, AND MAINTENANCE SERVICES FOR THE LEE COUNTY PORT AUTHORITY

in full accordance with the specifications prepared in accordance with the Authority Bid, contract documents and all other documents related thereto on file in the Authority's Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the total Bid price awarded, which is based on the following Bid schedule:

Basic Services:

Annual Cost, billable monthly unless otherwise noted, for Interior Plant Installation, Leasing, and Maintenance of the Following Plants and Planters with Locations, Types, Materials, Combinations, and Services as described in the specifications:

- A. Annual Cost for Eighty (80) Small (2219) Plants for Design Groups A, B, C, & D in locations As depicted in Exhibit A (Planters Furnished by Authority, No Under-plantings):

\$ _____/year

- B. Annual Cost for Fifty-five (55) Additional Small (2219) Single Plants of Varying Types in Administrative Locations to be Determined (Most Planters [~40] Furnished by Authority):

\$ _____/year

- C. Annual Cost for Forty (40) Medium (3428) Plants / Plant Groupings for Design Groups E, F, G, & H in Locations As depicted in Exhibit A (Planters Furnished by Authority):

\$ _____/year

D. Annual Cost for thirteen (13) rotations of the Flowering Plant Rotation Program (FPRP) for Forty (40) Medium (3428) Plants / Planters (3 each) Included in Item C Above (plus 3 evaluation plants): \$ _____/year

E. Annual Cost for Routine Service and Maintenance of Twelve (12) Large (6642) Veitchia Merrilli Adonidia Palms / Planters, **and** for Lease and Maintenance of *Grape Ivy Under-plantings (Planters Furnished by Authority – not incl. Palm Cleaning Project):
\$ _____/year

F. Annualized Cost to perform Palm Cleaning Project services for Twelve (12) Large (6642) Veitchia Merrilli Adonidia Palms as per these Specifications (6 times/year, invoiced monthly): \$ _____/year

G. Total Project Cost for Refurbishment of the Existing Benchmark Design Group, Loomis Series Planters in the **Public Areas** only (quantity: eighty (80) small & twenty (20) medium & twelve (12) large) (Non-Mezzanine) of the Airport as per these Specifications:
\$ _____/Lump Sum
(Written in Words) \$ _____

H. Total cost of the Annual Holiday Poinsettia Tree Display Presentation as outlined in Part D 3.B as per these Specifications:
\$ _____/Lump Sum
(Written in Words) \$ _____

I. Total Annual Cost for the Page Field Base Operations Interior Plant Program to include **lease** of new planters as per these Specifications to be invoiced monthly:
\$ _____/year
(Written in Words) \$ _____

Total Basic Services Annual Cost:
(Total combined cost of Items A through I above)

\$ _____/year

(Written in Words) \$ _____

**Total Estimated Number of Weekly Hours for Bidder to Provide and Perform the Basic Services Items as Requested Herein (not incl. Palm Cleaning):

(Total combined weekly hours for Items A through G above) _____hours/week

SOUTHWEST INTERNATIONAL ADDITIONAL BID OPTIONS

- J. Total Lump Sum Cost for Replacement and Warranty of Twelve (12) Large (6642) Veitchia Merrilli Adonidia Palms (Planters Furnished by Authority – not including Lease and Maintenance of Grape Ivy under-plantings or Palm Cleaning), as per these Specifications (to be amortized over remaining agreement term, not including any optional extension): \$ _____ Lump Sum

(Written in Words) \$ _____

PAGE FIELD ADDITIONAL BID OPTIONS

- K. Total Annual Cost for the **Page Field Base Operations** Interior Plant Program to include **lease to own** of new planters as per there Specifications to be invoiced monthly: \$ _____/year

(Written in Words) \$ _____

MISCELLEOUS BID OPTIONS

- L. Fixed Monthly Cost for Additional Leased Plants- Per Unit: (standard containers include wicker,duraco and terra cotta)

- 6” Plant with Standard or Authority-furnished Container \$ _____/month

Written in Words: \$ _____/month

- 8” Plant with Standard or Authority-furnished Container \$ _____/month

Written in Words: \$ _____/month

- 10” Plant with Standard or Authority-furnished Container \$ _____/month

Written in Words: \$ _____/month

- 14” Plant with Standard or Authority-furnished Container \$ _____/month

Written in Words: \$ _____/month

- 17” Plant with Standard or Authority-furnished Container \$ _____/month

Written in Words: \$ _____/month

- Per Planter Additional Cost for Under-plantings \$ _____/month

Written in Words: \$ _____/month

- Per Planter Additional Cost for FPRP Plantings \$ _____/month

Written in Words: \$ _____/month

M. HOURLY SERVICE RATES- Fixed Hourly Labor Cost for above and beyond product delivery, on-site installation, and/or additional maintenance, project or related services, as authorized by the Authority.

- Regular out of scope Labor Hours as per these specifications: \$ _____/hour

Written in Words: \$ _____/hour

- Premium out of scope Labor Hours as per these specifications: \$ _____/hour

Written in Words: \$ _____/hour

N. MATERIAL MARKUP RATES:

Percent Markup Above Provider Cost for Silk Plants, Products, or Arrangements; Special Order Planters, Miscellaneous Materials and Display Items; or Special Equipment Rentals, as Authorized by the Authority in accordance with these Specifications:

- Percent Markup for Silk Plants, Products, or Arrangements: _____%

Written in Words: _____ Percent

- Percent Markup for Special Order Planters, Miscellaneous Materials, Display Items, and other Materials: _____%

Written in Words: _____ Percent

- Percent Markup for Special Equipment Rentals: _____%

Written in Words: _____ Percent

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 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: _____

The foregoing instrument was signed and _____ online _____ 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: _____

The foregoing instrument was signed and _____ online _____ 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: 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 8: 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?

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

Company _____

Representative _____

Telephone _____ Fax: _____

Email Address: _____

DATE: _____

Exhibit A-1



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Legend

Indoor Plants - 1st Floor

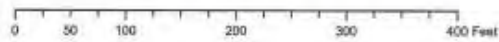
SIZE

- Small
- Large
- Medium
- 1st Floor Plan
- Terminal Gates
- Terminal Areas

INDOOR PLANT LOCATIONS

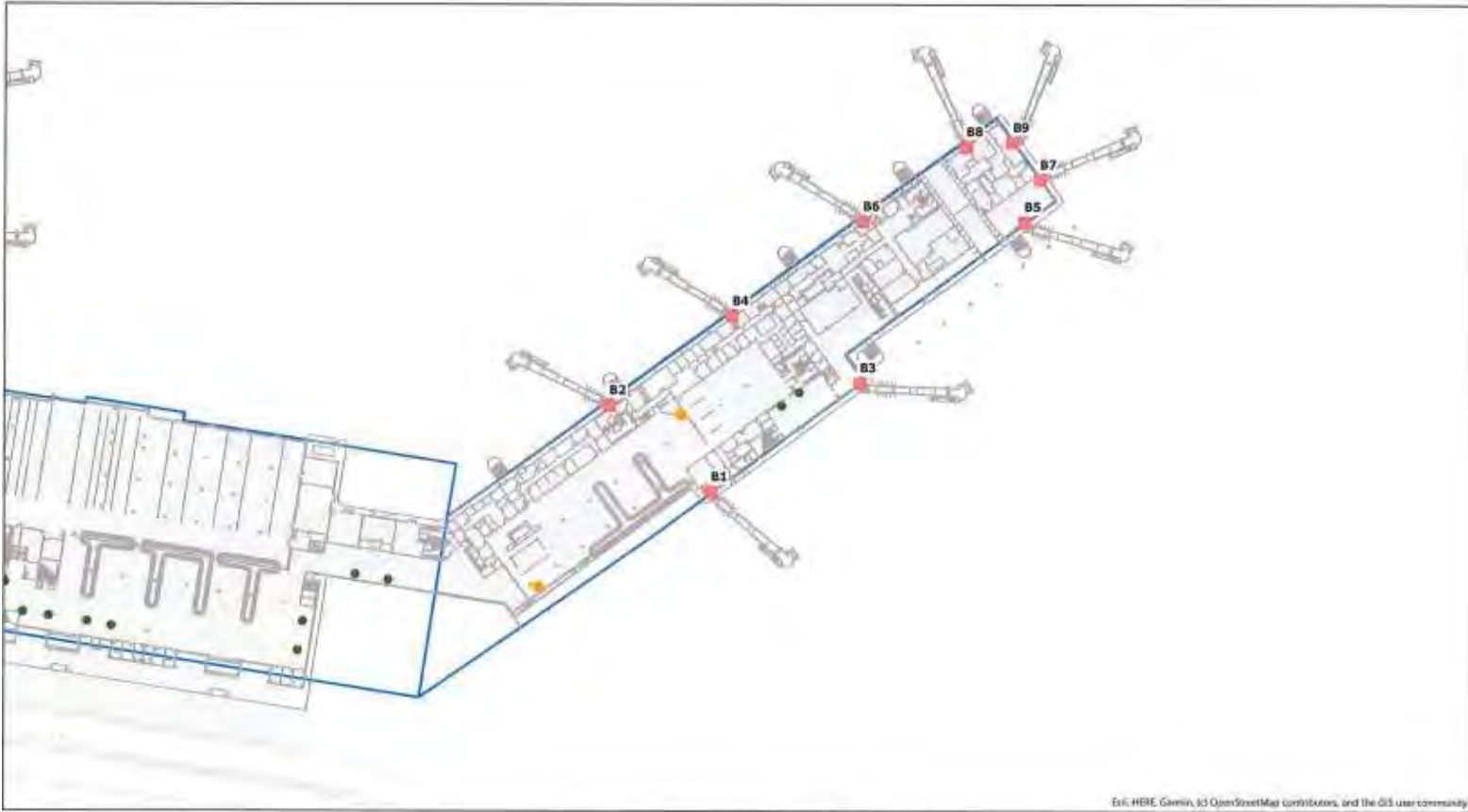
EXHIBIT A-1

Main Terminal and RAC - 1st Floor



Created: 6/22/2020

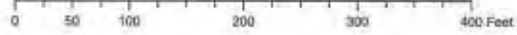
Exhibit A-2



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Legend	
Indoor Plants - 1st Floor	● Small
SIZE	— 1st Floor Plan
● Large	■ Terminal Gates
● Medium	□ Terminal Areas

INDOOR PLANT LOCATIONS EXHIBIT A-2 Concourse B - 1st Floor

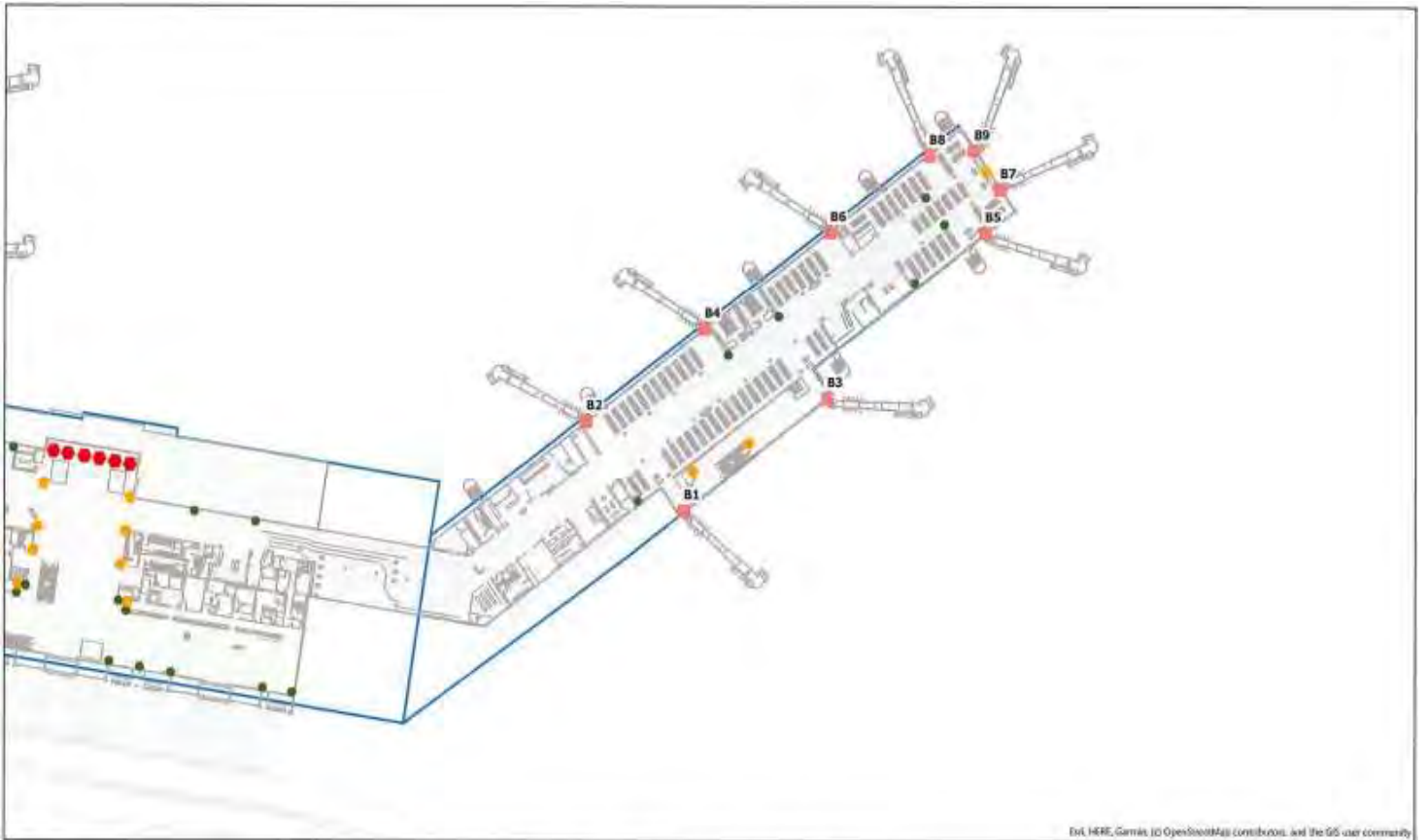


Created: 6/22/2020

Exhibit A-3



Exhibit A-4



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Legend

Indoor Plants - 2nd Floor

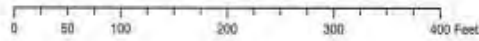
- Small
- Large
- Medium

SIZE

- 2nd Floor Plan
- Terminal Gates
- Terminal Areas

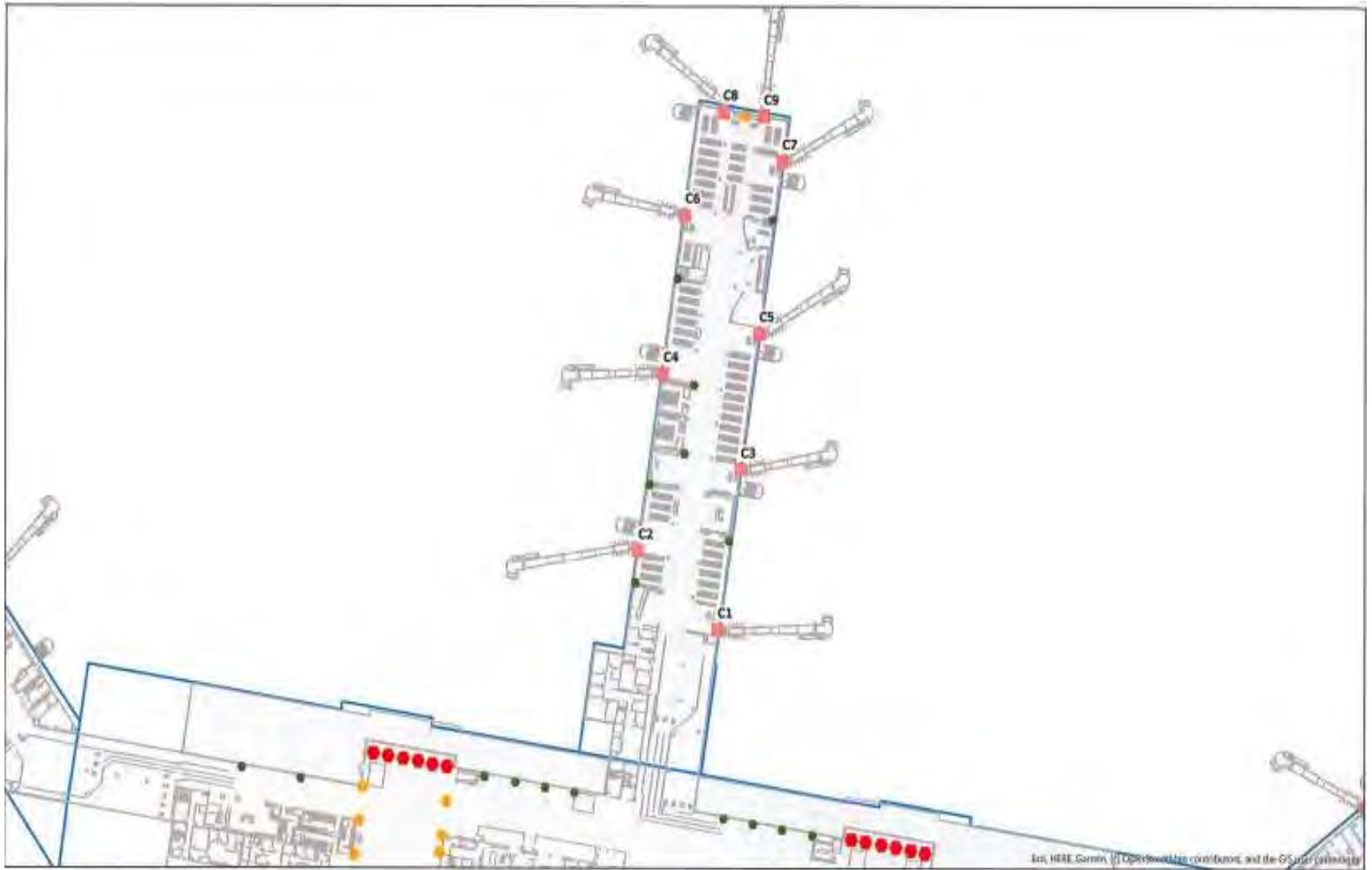
INDOOR PLANT LOCATIONS

EXHIBIT A-4
Concourse B- 2nd Floor



Created: 6/22/2020

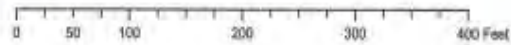
Exhibit A-5



Legend

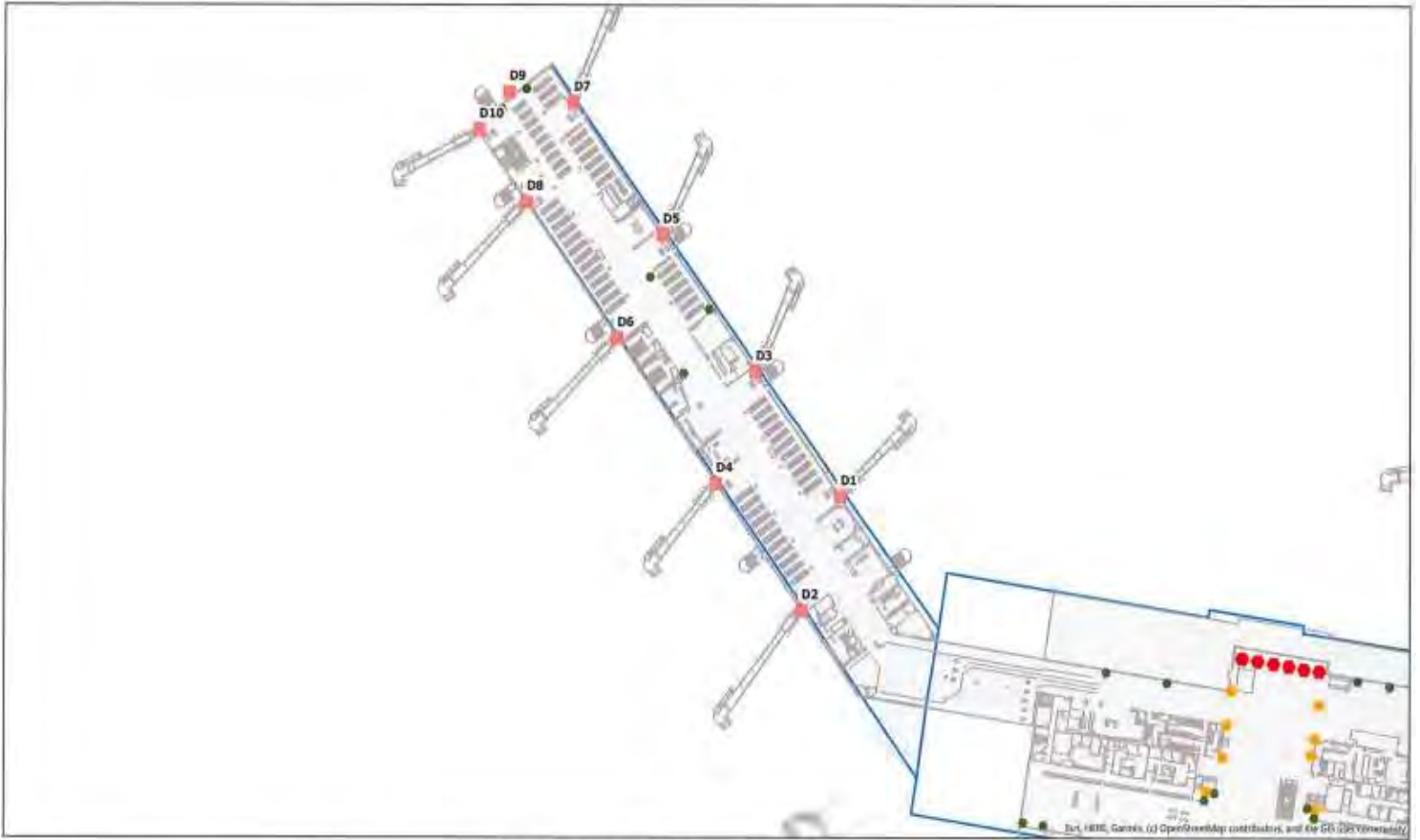
Indoor Plants - 2nd Floor	● Small
SIZE	— 2nd Floor Plan
● Large	■ Terminal Gates
● Medium	□ Terminal Areas

INDOOR PLANT LOCATIONS
EXHIBIT A-5
Concourse C- 2nd Floor



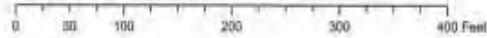
Created: 6/22/2020

Exhibit A-6



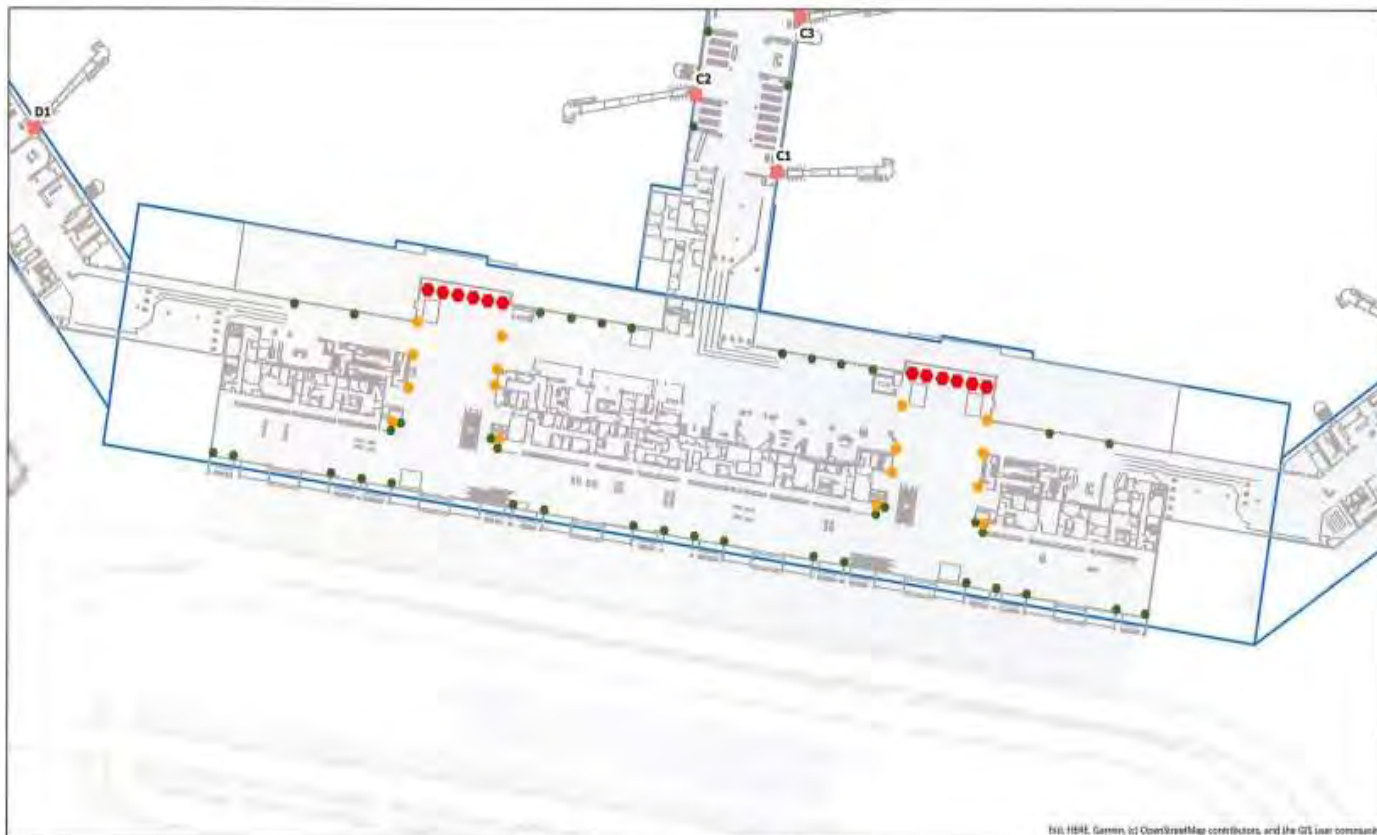
Legend	
Indoor Plants - 2nd Floor	● Small
SIZE	— 2nd Floor Plan
● Large	■ Terminal Gates
● Medium	□ Terminal Areas

INDOOR PLANT LOCATIONS EXHIBIT A-6 Concourse D- 2nd Floor



Created: 6/22/2020

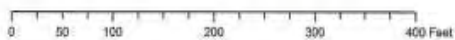
Exhibit A-7



ESRI, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS User community

Legend	
Indoor Plants - 2nd Floor	● Small
SIZE	— 2nd Floor Plan
● Large	■ Terminal Gates
● Medium	□ Terminal Areas

INDOOR PLANT LOCATIONS EXHIBIT A-7 Main Terminal- 2nd Floor



Created: 6/22/2020

Exhibit A-8



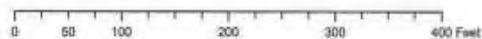
Legend

Indoor Plants - 3rd Floor

SIZE

- Small
- Large
- Medium
- 3rd Floor Plan
- Terminal Areas

INDOOR PLANT LOCATIONS
 EXHIBIT A-8
 Main Terminal- 3rd Floor



Created: 6/22/2020

Exhibit B-1

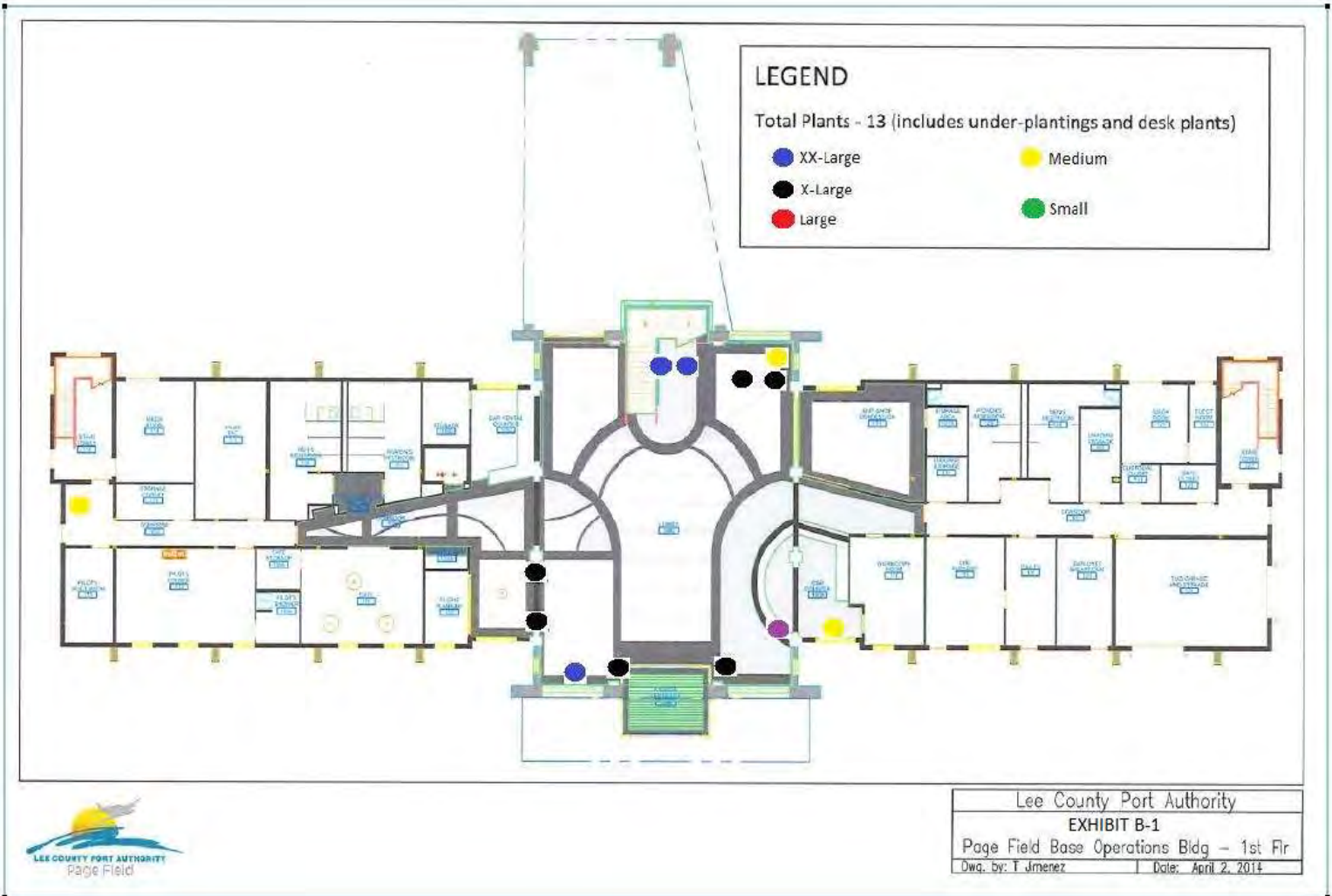
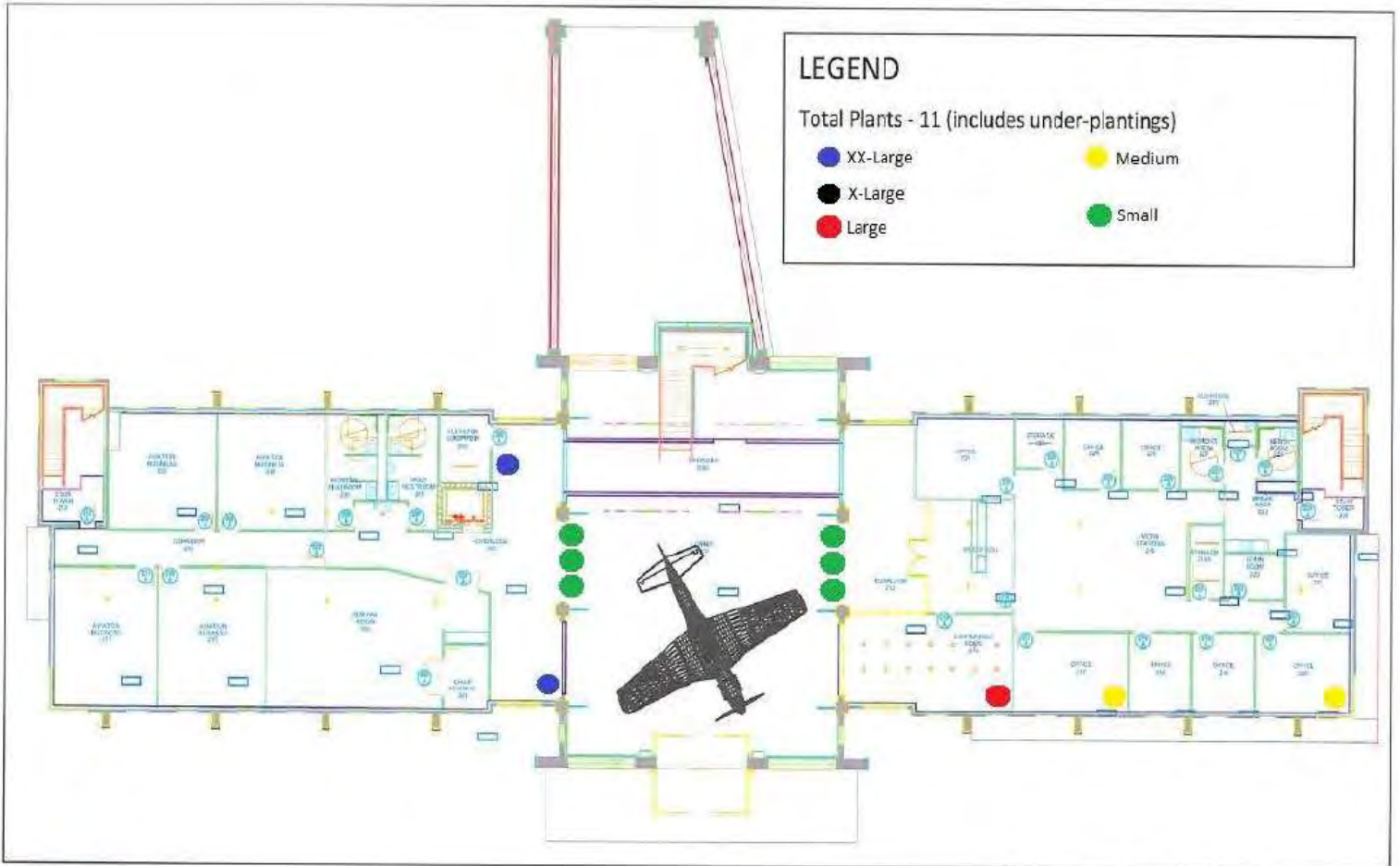


Exhibit B-2



Lee County Port Authority	
EXHIBIT B-2	
Page Field Base Operations Bldg - 2nd Flr	
Dwg. by: T Jimenez	Date: April 2, 2014

Exhibit C

Basic Services

55 Odd Plants + 3 Color Plants for ACM Review

<u>Location</u>	<u>Qty</u>	<u>Size</u>	<u>Plant</u>	<u>Qty</u>	<u>Deco Container</u>
C17	1	10	spath	1	wicker
C24	1	10	JC	1	black cylinder
C24	3	6	Ag		"
Under C Hall	1	10	Mass	1	black cylinder
Under C Hall	1	10	Kentia	1	black cylinder
Lobby-Floor 3	2	14	chams	2	acs
Office reception	1	14	JC	1	acs
3069	1	10	compacta	1	black cylinder
3067	1	8	pothos	1	gold cylinder
3064	1	10	warn	1	acs
3063	1	10	lisa	1	acs
Lobby	2	10	mass	1	acs
Lobby	1	10	zz	1	acs
3042	1	10	JC	1	black cylinder
3061	1	10	areca	1	acs
3031	2	10	dm	2	acs
3031	1	14	balfour	1	acs
3031	1	10	JC	1	acs
	1	6	color		"
executive lobby	1	10	warn	1	acs
executive lobby	2	10	mass	2	acs
Yeager conf room	2	10	areca	2	acs
3052	1	10	jc	1	acs
3025	1	10	bird	1	acs
3062	1	10	warn	1	acs
3062	1	6	color	1	blue ceramic
	1	6	warn		"
	1	6	zz		"
IT	1	10	rhaps	1	acs
3073	1	10	ag	1	acs
3075	1	10	ag	1	acs
3079	1	10	warn	1	acs
3091	1	14	lisa	1	acs
Fin Lobby Fridge	1	6	color	1	gold cylinder
	1	6	warn		"
	1	6	zz		"
finance lobby	1	10	areca	1	acs

finance lobby	1	10	rhaps	1	acs
planning	1	10	chams	1	acs
301001	1	10	Kentia	1	acs
3088	1	6	pothos	1	basket
3085	1	10	zz	1	acs
cuba frame	1	10	zz	1	acs
Amelia conf room	2	10	JC	2	acs
Door 5	1	14	rhaps	1	acs
Badging offc lobby	1	14	JC	1	acs
Badging offc lobby	1	8	pothos	1	gold cylinder
outside TSA	1	14	Mass	1	acs
open lobby	1	10	reflexa	1	acs
open lobby	1	14	zz	1	acs

58

49

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 information for bidders, special instructions and requirements, project information, special plans and drawings, DBE, insurance and bond requirements.. 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 9-20-20. Addendum No. 3; dated 8-17-20.
Addendum No. 2; dated 8-17-20. Addendum No. ; dated .

I hereby propose to provide the items and/or services requested in this RFB. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate bids. 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 my bid and I agree to abide by all conditions of this RFB document.

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

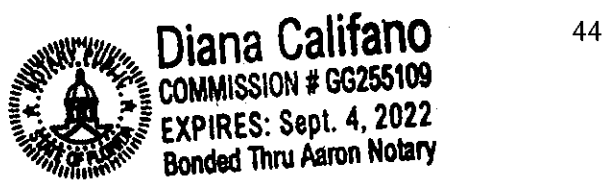
I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other company who 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>Plant Partners Inc dbq Greenery Unlimited</u>	<u>2052 60th Place East</u> <u>Bradenton FL</u>
NAME OF BUSINESS	MAILING ADDRESS
<u>Charlene Lenger</u>	<u>Bradenton FL 34203</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>Charlene Lenger, President</u>	<u>941-752-1039 / 941 752-0499</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>65-0845606</u>	<u>Charlene @ GreeneryUnlimited.com</u>
FEDERAL IDENTIFICATION #	EMAIL ADDRESS

State of: Florida
County of: Manatee

This foregoing instrument was acknowledged before me this 10th day of September, 2020 by Charlene Lenger, who is personally known to

me or produced _____ as identification.
Signature of Notary Diana Califano Serial/Commission No. GG255109



BID ARE DUE ON: FRIDAY, SEPTEMBER 11, 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:

**RFB 20-24MLW INTERIOR PLANT INSTALLATION, LEASE, AND
MAINTENANCE SERVICES FOR THE LEE COUNTY PORT AUTHORITY**

in full accordance with the specifications prepared in accordance with the Authority Bid, contract documents and all other documents related thereto on file in the Authority's Purchasing Office and, if awarded the contract, to complete the said work within the time limits specified for the total Bid price awarded, which is based on the following Bid schedule:

Basic Services:

Annual Cost, billable monthly unless otherwise noted, for Interior Plant Installation, Leasing, and Maintenance of the Following Plants and Planters with Locations, Types, Materials, Combinations, and Services as described in the specifications:

- A. Annual Cost for Eighty (80) Small (2219) Plants for Design Groups A, B, C, & D in locations As depicted in Exhibit A (Planters Furnished by Authority, No Under-plantings):
\$ 11,503.00 /year
- B. Annual Cost for Fifty-five (55) Additional Small (2219) Single Plants of Varying Types in Administrative Locations to be Determined (Most Planters [-40] Furnished by Authority):
\$ 3,670.00 /year
- C. Annual Cost for Forty (40) Medium (3428) Plants / Plant Groupings for Design Groups E, F, G, & H in Locations As depicted in Exhibit A (Planters Furnished by Authority):
\$ 14,432.00 /year

D. Annual Cost for thirteen (13) rotations of the Flowering Plant Rotation Program (FPRP) for Forty (40) Medium (3428) Plants / Planters (3 each) Included in Item C Above (plus 3 evaluation plants): \$ 16,601.00 /year

E. Annual Cost for Routine Service and Maintenance of Twelve (12) Large (6642) Veitchia Merrilli Adonidia Palms / Planters, and for Lease and Maintenance of *Grape Ivy Underplantings (Planters Furnished by Authority – not incl. Palm Cleaning Project):

\$ 3,205.00 /year

F. Annualized Cost to perform Palm Cleaning Project services for Twelve (12) Large (6642) Veitchia Merrilli Adonidia Palms as per these Specifications (6 times/year, invoiced monthly): \$ 5,152.00 /year

G. Total Project Cost for Refurbishment of the Existing Benchmark Design Group, Loomis Series Planters in the **Public Areas** only (quantity: eighty (80) small & twenty (20) medium & twelve (12) large) (Non-Mezzanine) of the Airport as per these Specifications:

\$ 6,335.00 /Lump Sum

(Written in Words) \$ Six thousand three hundred and thirty five

H. Total cost of the Annual Holiday Poinsettia Tree Display Presentation as outlined in Part D 3.B as per these Specifications:

\$ 15,582.00 /Lump Sum

(Written in Words) \$ Fifteen thousand five hundred and eighty two

I. Total Annual Cost for the Page Field Base Operations Interior Plant Program to include lease of new planters as per these Specifications to be invoiced monthly:

\$ 5,246.00 /year

(Written in Words) \$ Five thousand two hundred and forty six

Total Basic Services Annual Cost:

(Total combined cost of Items A through I above)

\$ 81,726.00 /year

(Written in Words) \$ Eighty one thousand seven hundred and twenty six

**Total Estimated Number of Weekly Hours for Bidder to Provide and Perform the Basic Services Items as Requested Herein (not incl. Palm Cleaning):

(Total combined weekly hours for Items A through G above) 20 hours/week

SOUTHWEST INTERNATIONAL ADDITIONAL BID OPTIONS

- J. Total Lump Sum Cost for Replacement and Warranty of Twelve (12) Large (6642) Veitchia Merrilli Adonidia Palms (Planters Furnished by Authority – not including Lease and Maintenance of Grape Ivy under-plantings or Palm Cleaning), as per these Specifications (to be amortized over remaining agreement term, not including any optional extension): \$ 44,256.00 Lump Sum

(Written in Words) \$ Forty Four thousand two hundred and fifty six

PAGE FIELD ADDITIONAL BID OPTIONS

- K. Total Annual Cost for the Page Field Base Operations Interior Plant Program to include *lease to own* of new planters as per there Specifications to be invoiced monthly: \$ 1,500.00 /year

(Written in Words) \$ One thousand and five hundred

MISCELLEOUS BID OPTIONS

- L. Fixed Monthly Cost for Additional Leased Plants- Per Unit: (standard containers include wicker,duraco and terra cotta)
- 6" Plant with Standard or Authority-furnished Container \$ 5.75 /month
Written in Words: \$ Five dollars and seventy five /month
 - 8" Plant with Standard or Authority-furnished Container \$ 6.90 /month
Written in Words: \$ Six dollars and ninety /month
 - 10" Plant with Standard or Authority-furnished Container \$ 11.50 /month
Written in Words: \$ Eleven dollars and fifty /month
 - 14" Plant with Standard or Authority-furnished Container \$ 17.25 /month
Written in Words: \$ Seventeen dollars and twenty five /month
 - 17" Plant with Standard or Authority-furnished Container \$ 23.00 /month
Written in Words: \$ Twenty three dollars /month
 - Per Planter Additional Cost for Under-plantings \$ 5.75 /month

Written in Words: \$ five dollars and seventy-five /month

- Per Planter Additional Cost for FPRP Plantings \$ 34.50 /month

Written in Words: \$ Thirty four dollars and fifty /month

M. HOURLY SERVICE RATES- Fixed Hourly Labor Cost for above and beyond product delivery, on-site installation, and/or additional maintenance, project or related services, as authorized by the Authority.

- Regular out of scope Labor Hours as per these specifications: \$ 52.00 /hour

Written in Words: \$ Fifty - two dollars /hour

- Premium out of scope Labor Hours as per these specifications: \$ 85.00 /hour

Written in Words: \$ Eighty-five dollars /hour

N. MATERIAL MARKUP RATES:

Percent Markup Above Provider Cost for Silk Plants, Products, or Arrangements; Special Order Planters, Miscellaneous Materials and Display Items; or Special Equipment Rentals, as Authorized by the Authority in accordance with these Specifications:

- Percent Markup for Silk Plants, Products, or Arrangements: 25 %

Written in Words: Twenty five Percent

- Percent Markup for Special Order Planters, Miscellaneous Materials, Display Items, and other Materials: 50 %

Written in Words: Fifty Percent

- Percent Markup for Special Equipment Rentals: 20 %

Written in Words: Twenty Percent

FORM 3: LOBBYING AFFIDAVIT

Charlene Lenger, 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: Charlene Lenger

Date: 9-9-2020

State of: Florida
County of: Manatee

This foregoing instrument was acknowledged before me this 10th day of September, 2020 by Charlene Lenger, who is personally known to

me or produced _____ as identification.
Diana Califano GG255109
Signature of Notary Serial/Commission No.



Diana Califano
COMMISSION # GG255109
EXPIRES: Sept. 4, 2022
Bonded Thru Aaron Notary

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: Plant Partners, Inc d/b/a
Greenery Unlimited

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

Charlene Lenger
Authorized Signature

State of: Florida
County of: Manatee

The foregoing instrument was signed and _____ online 10th day of September, 2020 by Charlene Lenger, who is personally known to me or produced _____ as identification.

Diana Califano
Signature of Notary

GG255109
Serial/Commission No.



Diana Califano
COMMISSION # GG255109
EXPIRES: Sept. 4, 2022
Bonded Thru Aaron Notary

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:

376,229	Began in 2017	Completed in 2017
395,106	Began in 2018	Completed in 2018
414,255	Began in 2019	Completed in 2019
_____	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):

13361 Saddle Road
Suite 106
Ft Myers FL 33913

 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.

Charlene Lenger
Printed Name
President
Title
Charlene Lenger
Signature

State of: Florida
County of: Manatee

The foregoing instrument was signed and online 16th day of September, 2020 by Charlene Lenger who is personally known to me or produced _____ as identification.

Diana Califano
Signature of Notary

GG255109
Serial/Commission No.



Diana Califano
COMMISSION # GG255109
EXPIRES: Sept. 4, 2022
Bonded Thru Aaron Notary

[Remainder of page intentionally left blank]

Check attached

FORM 7: 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 the date or within such other time as may be specified in the written Notice of Intent to Award.

PLANT PARTNERS, INC 3220 WHITFIELD AVENUE SARASOTA, FL 34243		HANCOCK BANK 63-1278/631	27107
PAY TO THE ORDER OF LEE COUNTY PORT AUTHORITY		9/10/2020	
Four Thousand Eighty-Six and 30/100*****		\$**4,086.30	DOLLARS
LEE COUNTY PORT AUTHORITY 11000 TERMINAL ACCESS RD SUITE 8671 FT. MYERS, FL. 33913		<i>Charlene Zenger</i> AUTHORIZED SIGNATURE	
MEMO	BID SECURITY- GREENERY UNLIMITED		
@027107@ :0631127866: 047999550@			

Affix Corporate Seals and attach proper Power of Attorney for Surety

FORM 8: 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?

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

Company _____

Representative _____

Telephone _____ Fax: _____

Email Address: _____

DATE: _____

We are submitting, despite that we are returning form 8 per instructions to return all 8 forms

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
August 11, 2020

File No.
JB235306

Expires
February 28, 2021

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: February 28, 2021

AT

3220 WHITFIELD AVENUE
SARASOTA, FL 34243

PLANT PARTNERS INC
3220 WHITFIELD AVENUE
SARASOTA, FL 34243

Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

PLANT PARTNERS INC
3220 WHITFIELD AVENUE
PEST CONTROL COMPANY FIRM

JB235306

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING February 28, 2021

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



Local Business Tax Receipt

Dear Business Owner:

Your 2020-2021 Lee County Local Business Tax Receipt is attached below for account number **1604784**.

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

2020 - 2021
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1604784

Account Expires: September 30, 2021

Location:

13361 SADDLE RD UTS 106 107
FT MYERS FL 33913

GREENERY UNLIMITED
PLANT PARTNERS INC
3220 WHITFIELD AVE
SARASOTA FL 34243

May engage in the business of:
RENTAL SERVICE
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:
PAID 559717-418-1
07/30/2020 03:49 PM
\$50.00

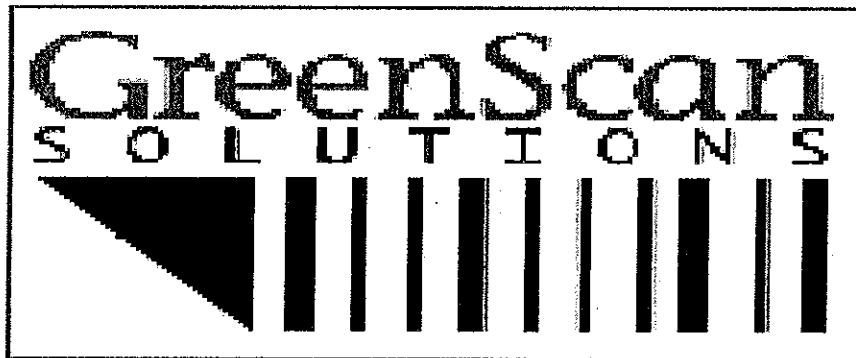
Software Systems

The interior plantscape industry is small and did not have a comprehensive software package that met the needs of accounting and operations. When Greenery Unlimited joined Plant Parents Inc, it began to use GreenScan.

The accounting side of GreenScan is, well, accounting. The operational side is awesome.

GreenScan used unique bar codes to keep track of everything. Each employee has a souped-up itouch or iphone encased in a bar code scanner. When our company began to develop GreenScan in 1995 we used Videx Scanner, then we progressed to Palm Pilots and for 6 years we have been using itouches and iphones. I want to stress that these are merely gathering data. These devices can not compile or analyze the vast amount of data we collect. GreenScan Software compiles and analyzes the data.

The gathering is simple. We scan our names when we come to work, we scan our company vehicle and mileage each time we stop, we scan the bar code in each account, we scan all the plants and pots as we move them. We get incredible information with no data entry. Very cool, very efficient.



Reference

The Savoy Condominium

4041 Gulf Shore Blvd N

Naples, FL 43103

Mr. Bruce Eby

Landscape Chairman

239-261-4001

Bruceeby@comcast.net

Contract Number 8822
Vendor Number 49163

LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

RFB 20-24MLW

**INTERIOR PLANT INSTALLATION, LEASE, AND MAINTENANCE SERVICES
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 PLANT PARTNERS, INC., d/b/a GREENERY UNLIMITED, a Florida corporation, ("PROVIDER"), at 2052 60TH Place East, Bradenton, FL 34203, Federal Identification Number 06-0845606.

WITNESSETH

WHEREAS, the Authority desires to obtain products and/or services from Provider as described below for Interior Plant Installation, Lease, and Maintenance Services at 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 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.

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 four (4) years with an Effective Date of January 4, 2021 and an end date of January 4, 2025. The Authority will have the option to extend the term of this Agreement, upon consent of the Provider and upon the same terms and conditions, for one (1) additional two (2) year term. Pricing for the option period may be adjusted if requested by the Provider and agreed to by the Authority. Pricing will only be adjusted if Provider demonstrates to the satisfaction of Authority's Contracts Management Department that increases or decreases in expenses have occurred regionally or in the industry since the Effective Date of this Agreement. Authority may exercise the option by giving Provider notice of its intent to renew at least thirty (30) days prior to expiration of the initial term.

5.0 LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or

other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

6.0 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

7.0 STANDARDS OF SERVICE

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

8.0 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, based upon Provider's monthly invoice, 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 ANNUAL 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 fiscal year or the date funds for goods or services covered by this Agreement are spent, whichever 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 Authority's Contract Manager, Stephanie Riley, 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 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/public records](http://www.flylcpa/publicrecords).

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 One Hundred Dollars (\$100.00) 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 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.

16.1. 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 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 and shall contain the severability of interests provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

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 on an occurrence basis. Coverage shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property

Damage including 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:

General Aggregate	\$2,000,000
Per Occurrence	\$1,000,000

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 Per Person/Per Accident
OR	
Combined Single Limit	\$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.

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 Florida law. 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
Policy Limit	\$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. 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.

16.2.5. 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.

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 PERFORMANCE GUARANTEE

Provider will, within fifteen (15) days of the date of this Agreement, deliver to the Authority a performance bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, in the amount of one hundred percent (100%) of the total base amount bid for the first contract year, and such performance guarantee must be maintained for the entire term of this Agreement, including any extensions of the term. The performance guaranty assures that the Provider will promptly complete the work in accordance with the terms of this Agreement. If the Provider submits a letter of credit, the letter of credit shall be issued by a bank or trust company that is acceptable to the Authority, shall permit partial drawings, shall automatically renew each year unless at least sixty (60) days advance written notice of the issuer's election not to renew is provided to the Authority, and shall be otherwise satisfactory to the Authority in form and content. If the letter of credit is not to be renewed, Provider shall deliver a replacement letter of credit or other acceptable guarantee of performance to the Authority at least twenty (20) days before expiration of the current letter of credit; Provider's failure to do so will constitute a breach of this Agreement and will entitle Authority to present the existing letter of credit for payment and draw same in addition to all other remedies available under this contract or at law.

If the letter of credit is drawn upon, Provider will replenish or replace same so as to always maintain the full amount required under this Section available for Authority's protection. The Executive Director or his or her designee may, at their sole discretion, periodically require Provider to increase or decrease the amount of the letter of credit

posted under this Section at any time upon sixty (60) days written notice, based on an assessment of loss exposure to the Authority and Provider's performance of its obligations under this Agreement.

31.0 E-VERIFY CLAUSE

Provider certifies that it has registered and is using 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.

Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

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

32.0 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.

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

Plant Partners, Inc., d/b/a Greenery Unlimited
2052 60th Place East
Bradenton, FL 34203

Attention: Charlene Lenger, 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 OR SUSPENSION

34.1 Provider shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Provider seven (7) calendar days written notice.

34.2 If, after notice of termination of this Agreement, it is determined for any reason that Provider was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Provider provided herein, then Provider's remedies against Authority shall be the same as and limited to those afforded Provider under paragraph 35.3 below.

34.3 Upon termination, Provider shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

34.4 Authority shall have the power to suspend all or any portions of the services to be provided by Provider hereunder upon giving Provider two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Provider's sole and exclusive remedy shall be an extension of time to its schedule.

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 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.

40.0 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:

Plant Partners, Inc., d/b/a Greenery
Unlimited, Provider

[Signature]
Witness

Charlene J. Lenger
Authorized Signature for Provider

[Signature]
Witness

By: Charlene J. Lenger
Printed Name

SEAL

President
Title

Plant Partners Inc
(PPI)
dbq
Greenery
Unlimited

EXHIBIT "A"

SCOPE OF SERVICES

Provider will furnish Interior Plant Installation, Lease, and Maintenance Services for the Lee County Port Authority at the Southwest Florida International Airport (RSW) terminal building, and at the Page Field Base Operations terminal facility, and related facilities. The Provider must furnish all labor, materials, equipment, supervision, tools, accessories, apparatus, methods, expertise, incidentals, resources, and services as specified herein and normally expected of a commercial interior plant installation, lease, and maintenance provider.

Provider will use Authority's established basic design for the types, combinations, presentations, and sizes of plants and planters to be installed, leased and maintained by the Provider that will serve as the basis for the interior plant program at the Southwest Florida International Airport and Page Field terminal buildings and related facilities. The interior plant design concept is intended to convey the theme of "*a Tropical Welcome to Southwest Florida,*" continuing the concept established for the exterior of the facilities. Provider must furnish creative input and interior plant design proposals relating to settings, types, sizes, and design layouts for additional interior plants and planters throughout the airport's terminal and related facilities, both at the Southwest Florida International Airport (RSW) and Page Field (FMY) in Fort Myers as may be requested from time to time by Authority.

A. Eighty (80) Small (2219) Plants/Planters for Design Groups A, B, C, & D:

The following eighty (80) plants in design groups A, B, C, & D will be installed in the Small (model # 2219) planters in the terminal public areas in locations depicted in the Midfield Terminal Interior Plantings Drawings included as Exhibit A to this RFB. **No under-plantings are planned for plants in this Design Group.**

Design Group A (Low Light):

- Quantity seventeen (17)
- Janet Craig (*Dracaena Deremensis*) -*No under-plantings
- 10" Grow Pot

Design Group B (Low Light):

- Quantity twenty-two (22)
- *Schefflera arboricola* (Dwarf Schefflera) *No under-plantings
- 10" Grow Pot

Design Group C (Bright Light):

- Quantity twenty-three (23)
- *Schefflera arboricola variegata* (Variegated Dwarf Schefflera) *No under-plantings
- 10" Grow Pot

Design Group D (Low Light):

- Quantity eighteen (18)
- *Spathiphyllum 'Clevelandii'* (Peace Lily) *No under-plantings

- 10" Grow Pot

'Small' (2219) Planters: (For information purposes only, furnished by LCPA):

- Benchmark Design Group, Loomis Series
- 'Small' Planter Model No. 5028-2219
- Dimensions: 22" exterior diameter x 19" high x 17" net interior diameter

The Eighty (80) Small (2219) Planters for this Design Group will be furnished by the Authority's Maintenance Department.

B. Fifty (55) Additional Small (2219) Plants:

The Provider will furnish fifty-five (55) additional plants or combinations of plants and related materials for installation in various reception, conference rooms, waiting areas, and offices in the Mezzanine and other Authority administrative areas (some requiring AOA Access), in locations to be identified to the successful Bidder upon Bid award (Exhibit C). The Authority will furnish the majority of the planters for these plants, primarily utilizing Benchmark Design Group Loomis Series Small (2219) planters, while the Provider shall be required to furnish up to fifteen (15) additional planters of similar size for these plants of a type as provided for herein.

The Provider will accommodate requests for a variety of interior plants conducive to the lighting and related environmental conditions existing in these areas, to include, as examples, Rhaps, Warnekei, Chamaedorea, Yucca, Fragrans, Spathiphyllum, Lyrata, Janet Craig, Aglaonema, Areca, or Aspidistra. No under-plantings or Flowering Plant Rotation Plants will be required for these plants/planters, except as may be requested separately and standard fill, ballast, liners, and moss shall be included.

C. Forty (40) Medium (3428) Plants/Planters for Design Groups E, F, G & H:

The following Forty (40) Medium plants or combinations of plants in Design Groups E, F, G, & H are to be installed in the Medium (model # 3428) planters in the public areas of the terminal, three concourses, the Mezzanine, the Rental Car building, and in Customs, or as otherwise directed by the Authority.

Design Group E (Bright Light):

- Quantity five (5)
- Ficus lyrata (Fiddle Leaf Fig)
- 14" Grow Pot
- Under-plantings: Quantity 6 per planter (total 30)
- Epipremnum aureum (Pothos)
- 6" Grow Pot
- Flowering Plant Rotation Program (FPRP):
- FPRP Quantity three (3) per Medium (3428) planter (total 15)

Design Group F (Bright Light):

- Quantity five (5)
- Caryota mitis (Fishtail Palm)
- 14" Grow Pot

- Under-plantings: Quantity six (6) per planter (total 30)
- Epipremnum aureum (Pothos)
- 6" Grow Pot
Flowering Plant Rotation Program (FPRP)
- FPRP Quantity three (3) per Medium (3428) planter (total 15)

Design Group G (Medium Light):

- Quantity fifteen (15)
- Rhaps excelsa (Lady Palm)
- 14" Grow Pots
- Under-plantings: Quantity six (6) per planter (total 90)
- Epipremnum aureum (Pothos)
- 6" Grow Pot
Flowering Plant Rotation Program (FPRP)
- FPRP Quantity three (3) per Medium (3428) planter (total 45)

Design Group H (Medium Light):

- Quantity fifteen (15)
- Strelitzia nicola (White Bird of Paradise)
- 14" Grow Pots
- Under-plantings: Quantity six (6) per planter (total 90)
- Epipremnum aureum (Pothos)
- 6" Grow Pot
Flowering Plant Rotation Program (FPRP)
- FPRP Quantity three (3) per Medium (3428) planter (total 45)

'Medium' (3428) Planter Information:

- Benchmark Design Group, Loomis Series
- 'Medium' (3428) Planter Model No. 5028-3428
- Dimensions: 34" exterior diameter x 28" high with 22" net interior diameter

The primary plants and under-plantings combinations for Design Groups E, F, G, & H as shown above for the Forty (40) Medium (3428) Planters will be furnished by the Provider. The Benchmark Loomis Series planters for these Forty (40) Medium (3428) Plants will be furnished by the Authority in locations and in a manner as specified in Exhibit A. The Provider will also install and maintain the **Flowering Plant Rotation Program (FPRP)** plants in these Forty (40) Medium (3428) Planters, as provided for in these specifications.

D. Flowering Plant Rotation Program (FPRP) at RSW:

The Provider will furnish pricing for the implementation of a continuing Flowering Plant Rotation Program (FPRP) for the Southwest Florida International Airport. The Provider will furnish thirteen (13) flowering plant color rotations annually (including the holiday poinsettia rotation and Holiday tree displays described below) throughout the year, with the flowering plants to be installed in the forty (40) Medium (3428) planters (three [3] per planter) as described in item 2.D above. At the time of the RFB, the FPRP provides for a minimum of one-hundred twenty (120) plants per rotation, plus at least three (3) additional plants that will be

furnished to the Authority's senior contract manager (3) prior to installation to monitor the bloom cycle, color vibrancy, and effective service life of the selected flowering plant.

Each rotation will consist of sufficiently sized plants to enhance the color and aesthetic attractiveness of all applicable planters, as specified. Different flowering plants and plant colors must be proposed for each rotation. Rotations will normally be separated by two (2) to six (6) weeks, depending on the particular species' bloom cycle and time of year. The rotation installation and separation schedule may be adjusted depending on product availability, the annual schedule impacts, and the Provider's creative program considerations. The Provider will incorporate at least one new species or hybrid of plant in the flowering plant rotation program each year, as may be presented at an industry trade show, grower's exhibit, or similar source.

The Provider must notify the Authority's Contract Management Department of the planned date of installation, including the name, color, and description of the proposed replacement rotation prior to each installation. The Authority's Contract Manager reserves the right to prohibit or restrict the installation of any proposed replacement plant(s) and require the Provider to use an alternate plant that may be reasonably available.

Following is a partial list of flowering plant species/families that might represent acceptable flowering plant rotation program submittals:

- Azaleas
- Achmeas
- Amaryllis
- Begonias
- Bromeliads
- Caladiums
- Calandivias
- Coloramas
- Crotons
- Guzmanias
- Kalanchoes
- Marganitas
- Mums
- Orchids
- Poinsettias (Holiday)
- Tulips

Flowering Plant Rotation Program Requirements:

- 1) All plants furnished under this part will be florist grade, and of a size that, when properly installed, primary foliage will be highly visible above the rim of the planter. Unless approved in advance by the Authority, flowering plants furnished under this program will be provided in six inch (6") or six and one-half inch (6.5") grow pots.
- 2) All flowering plants will be in bloom or within twenty-four (24) hours of bloom at time of delivery.
- 3) All plants will be free of insects, disease, or other infestations.
- 4) Any dead, dying or stressed plants will be removed/replaced without delay.

- 5) Any wilted, drooping, otherwise unattractive plant(s) will be replaced within twenty-four (24) hours of the Authority's report or Providers' observance of such appearance.

E. **Routine Service & Maintenance of Twelve (12) Veitchia Merrilli Adonidia Palms:**

As part of the Routine Basic Services, the Provider shall be responsible for comprehensive routine maintenance of the Twelve (12) Veitchia Merrilli Adonidia Palms and Large (6642) Planters located in the east and west atriums of the main terminal, and keep them free of insects, disease, or other infestations. Any dead, dying, stressed, wilted, drooping, retarded growth, or related condition palms considered unattractive or non-compliant by the Authority shall be replaced within ninety (90) days by the Provider at no additional charge with a palm of equal size, age, and appearance as approved by the Authority, unless and except to the extent the Provider can demonstrate such palm(s) were damaged due to circumstances beyond their reasonable control, or have concluded their useful service life as confirmed by industry standards to the satisfaction of the Authority's Contract Management Department. In such cases, replacement and installation of individual palms will be considered as an additional service task and subject to reimbursement as provided for in the agreement, and will be eligible for reimbursement at any time throughout the term of the Agreement at 1/12th the lump sum amount Bid for Palm Replacement as provided for herein.

If replacement palm(s) cannot be located which match the remaining palms to the Authority's satisfaction for a specific display area, the Authority may elect to replace each of the palms in that particular display area in order to maintain a consistent size, age, color, and appearance. In such cases the replacement and installation of the replacement palms will be considered an additional service and subject to reimbursement as provided for in the Agreement, unless and except to the extent the requirement to replace all palms was caused by the negligence or improper service of the Provider for any removed palm or palms which created the inconsistent appearance, in which case the Provider shall be responsible for all replacement costs for that particular grouping of palms.

Grape Ivy Under-plantings - Twelve (12) Veitchia Merrilli Adonidia Palms:

The Provider will, as part of the Routine Basic Services, furnish, install, service, maintain, and arrange Twenty (20) six-inch 6" potted Grape Ivy under-plantings in each of Twelve (12) Veitchia Merrilli Adonidia Palm Planters, evenly spaced around the planter circumference, and arranged so as to ultimately 'hang' over the edge of each palm planter in a consistent manner and appearance.

F. **Comprehensive Palm Cleaning Project - Twelve (12) Large (6642) Palms:**

As part of the Routine Basic Services, and as a separate project and annualized line item in the Bid Schedule, the Provider shall furnish and perform six (6) comprehensive cleaning services annually on each of the twelve (12) Veitchia Merrilli Adonidia Palms, using approved access lifts or scaffolding and safety barricades, to perform complete manual cleaning, pruning, fertilizing, as well as diluted solution-based chemical treatment of pests, to include spider mites and other infestations of the palm fronds, shoots, trunks, and soil, as appropriate, at times and intervals as scheduled in advance with the Authority's Contract

Management Department. Manual cleaning is defined as, hand wiping each frond of each palm, wiping both the top and bottom surfaces. Any dust or dirt that falls & collects on other surfaces as a result of the palm cleanings will be cleaned up by the Provider.

Should the quantity of annual comprehensive cleaning services be adjusted, the Authority reserves the right to increase or decrease the quantity of annual Comprehensive Palm Cleaning Project Services by calculating the prorated per-project annualized cleaning cost amount furnished in the Bid Schedule, as may be requested and adjusted in writing by the Authority's Contract Management Department.

The Provider will furnish OSHA compliant lift equipment or scaffolding to accommodate the regular service, cleaning, pruning, pest treatment (spider, mites, etc.) and overall service of the Adonidia Palms located in the Large (6624) planters located in the east and west atrium areas. The Provider may arrange to use a lift furnished by the Authority's Maintenance Department as may be available for which the Provider will be required to receive the appropriate training and sign a waiver of liability form. The Provider must also furnish new, clean, and attractive protective barriers to secure the specific work area while performing services and maintenance of the palm trees. All equipment must be stored at the Provider's site.

Additional Services as Authorized

- A. **Planter Refurbishment - Existing Benchmark Design Group, Loomis Series:**
The Provider will furnish pricing for the refurbishment of the existing Benchmark Design Group, Loomis Series planters (quantity: eighty (80) small & twenty (20) medium & twelve (12) large) in the public areas of the airport (not including the Mezzanine planters), as a separate Bid Schedule project item utilizing the refurbishment process as described below.

The Provider will, in coordination with the Authority, arrange to complete this refurbishment on each of the designated small (Loomis model #2219) and medium (Loomis model #3428) planters within six months of notice to proceed for this task, by removing a specific number of small (2219) and medium (3428) planters (e.g. 2-6 planters) each week to an off-site shop suitable for performing such refurbishment work, unless otherwise coordinated with the Authority; perform and complete the refurbishment as specified below; and return the refurbished planters to the airport on a rotating basis and on a schedule which provides for completing the refurbishment within six (6) months of notice to proceed. The Provider must maintain an inventory with the Authority's Contract Management Department to include incoming and outgoing dates of specified planters throughout the refurbishment process. The Provider shall furnish replacement planters, acceptable to the Authority, on the plant(s) where the 'to be refurbished' planter has been temporarily removed.

The large (6642) palm planters may be refurbished on site, in a manner that does not unduly interfere with the ongoing operations of the airport, as coordinated with the Authority, and which protects the public, the plants, the terrazzo tile floor, the refurbished planters, the under-plantings, and the surrounding areas during the refurbishment and curing period.

Refurbishment of all but the large (6642) palm planters shall be performed at the Provider's shop, or other off-airport location. The process for refurbishing the Benchmark Design Group, Loomis Series planters is as follows:

1. Clean planter surface with a non-abrasive liquid detergent soap and water mixture, and low pressure rinse with clean water. Allow to air dry.
2. Paint a base coat of latex paint to cover the entire planter and rim as well as the planter interior (from the top of the planter down to the first demarcation line) with a medium paint brush. The paint color shall be "*French limestone, Light Antique Color #150 (pale sand)*," or other suitable closely matching color as may be approved in advance by the Authority based on a color swatch or sample. Allow to air dry in a cool, climate-controlled environment.
3. Apply "*Faux*" finish 'rub' by carefully and lightly diluting matching top coat latex paint with paint thinner. Dip painter's cloth into the thinned paint solution, and apply over the cured Planter base coat using two fingers in small, consistent, circular motion lightly touching the planter surface.
4. The above step in the process will require consistency and experience with "*Faux*" painting using a thinned paint solution to provide a constant, appealing surface appearance. For this reason, a single designated individual with artistic aptitude shall be assigned to perform the "*Faux*" painting phase of planter refurbishment.
5. Allow to air dry in a cool, climate-controlled environment, and protect the refurbished planter for transportation back to the display location in the airport terminal building.

The Provider may suggest an alternative planter refurbishment plan to achieve the same or similar results. The Authority may approve an alternative plan, but may require the Provider to conduct a test of the alternative treatment program for prior approval before continuing with the program. The Provider shall also prepare and submit to the Authority's Contract Management Department, a planter refurbishment phasing plan which provides for a continuing rotation of planters in order to expedite and complete this process in the established time frame, maximizing logistical efficiencies. This project treatment and phasing plans must be approved in advance, and performed in coordination with the Authority.

This planter refurbishment process will be performed on all existing Benchmark Design Group, Loomis Series planters in the **public areas** of the airport (not including Mezzanine planters with the goal of completing the process on a rotational basis within six (6) months of notice to proceed.

B. Annual Holiday Poinsettia Tree Display Presentation:

During the Thanksgiving and Christmas Holiday periods, at the Authority's authorization, the Provider will be responsible for the installation and maintenance of approximately, three hundred seventy-eight (378) six-inch (6") and two (2) eight-inch (8") red poinsettia plants for each of two (2) Holiday trees, a minimum of fifteen (15') feet in height each (with poinsettias installed), which shall be furnished by the Provider. Poinsettias shall also be placed on the shroud material at the base of each tree to completely ring and wrap around the base of the trees.

In addition, poinsettias will also be placed in the planters and locations normally included in the flowering plant rotation program (FPRP), and thus will represent one of the thirteen (13) annual plant color rotation presentations.

The Holiday poinsettia trees will be furnished by the Provider, erected and properly secured in locations as determined by the Authority. The erection of the trees and installation of the poinsettias will be performed at a time that will not unnecessarily interfere with airline, tenant, or passenger activities as coordinated with the Authority. The Provider shall be responsible to properly service, hydrate and maintain the poinsettias on the trees and the FPRP locations, and will also be responsible for any Holiday tree structural repairs as well as any poinsettia replacements for the duration of the display period necessary to maintain a fresh appearance and so as to conceal any gaps in the Holiday trees.

The Provider will furnish OSHA-compliant ladders, lift equipment or scaffolding to accommodate the installation and regular service, cleaning, pruning, pest treatment (spider mites, etc.), and restocking of poinsettias in the Holiday trees located in the east and west atriums. The Provider may arrange to use a lift furnished by the Authority's Maintenance Department as may be available, for which the Provider will be required to receive appropriate training and sign a waiver of liability form. The Provider shall further furnish new, clean, and attractive protective work area barriers to secure the work area while installing and servicing the Holiday trees.

Annual Holiday Poinsettia Display Requirements:

- 1) All poinsettias will be Florists Grade, free of insects, fungus, or other infestations. Poinsettia color as well as foil wrappings will be as coordinated in advance with the Authority's Contract Management Department.
- 2) The shroud (covering) material for the poinsettia Holiday tree pedestal will be white, flame retardant material and opaque enough so as not to allow any color from the pedestal to show through. The material must be new each year and approved by the Authority prior to installation.
- 3) On the Wednesday following Thanksgiving, or other day as coordinated, the Provider will remove the current flowering plant rotation and replace it with bright metallic foil-wrapped poinsettias of a color to be approved by the Authority.
- 4) On the same day, the Provider will install the bright metallic foil-wrapped poinsettias of the color specified by the Authority on the poinsettia Holiday trees, in a manner that provides full and complete coverage. No structural part of the tree or stand will be visible.
- 5) Any dead, dying, wilting, drooping, missing, or otherwise unattractive poinsettias shall be replaced immediately upon observance of the Provider, or within twenty-four (24) hours' notice by the Authority.
- 6) On the first Monday following January 1, or as otherwise directed by the Authority's Contract Management Department, the Provider will remove all poinsettias and remove and dispose of the pedestal wrapping. The Provider will disassemble the Holiday tree frames and pedestals and remove them from the terminal. The Provider will then remove all plant debris in the vicinity of the Holiday tree and all other FPRP poinsettia locations.

- 7) On the same day the Holiday tree and FPRP poinsettias are removed, the Provider shall install the next scheduled flowering plant color rotation.

C. **Replacement of Existing Twelve (12) Large Veitchia Merrilli Adonidia Palms:**

If the palms conclude their useful life, the Provider will, furnish and install, as provided for herein, twelve (12) replacement large Veitchia Merrilli Adonidia Palms in Large (6642) Authority-furnished Planters, Loomis Series Model #5028-6642 (size 66"d x 42"h) to replace the existing Veitchia Merrilli Adonidia Palms furnished by the Authority in the East and West (all installed in 2015) atriums in the public areas of the terminal, as depicted in Exhibit A to these specifications. Palm replacement must take place outside of normal operating hours, as coordinated with the Authority's Contract Management Department, on site at the location of each planter and in accordance with these specifications.

The Provider is responsible to carefully remove the old palms, fill, ballast, plumbing materials, mulch, and under-plantings, as necessary and appropriate, and properly dispose of all such materials to an off-site location in an environmentally compliant manner, to include any necessary equipment to perform this task. In addition, the Provider will be responsible to affect any necessary repairs to the Large 6642 Loomis Planters, and to clean up the site and traffic areas as necessary.

The Provider must furnish a lump sum price to furnish, install, and replace Twelve (12) large Veitchia Merrilli Adonidia Palms in Large (6642) Authority-furnished Planters Loomis Model #5028-6642 (size 66"d x 42"h). The twelve (12) palms and related installation materials (not including the Grape Ivy under-plantings which will be leased separately as part of the Basic Scope of Services), will become the property of the Authority upon final acceptance. The lump sum amount bid for the twelve (12) palms will be amortized for reimbursement in equal monthly installments over the remaining Agreement term following acceptance, and the Provider shall furnish a full palm replacement labor and materials warranty, excluding replacement necessitated as a result of damage beyond the Provider's control as determined appropriate by the Authority, for a period of thirty (30) months following final acceptance of the palms.

The Provider will acquire twelve (12) large (i.e. 16'-18' in height) Veitchia Merrilli Adonidia Palms in no larger than 60" nursery cans, with each of six (6) palms to be of similar height and trunk caliber, age, color, and appearance. The palms must be properly acclimated to the bright light conditions of the present airport display locations in the east and west main terminal atriums, as depicted in Exhibit A, to include a minimum acclimation period of sixty (60) days of shading in a hardcover greenhouse of sufficient height to accommodate same, in order to promote a long and healthy life in the presentation environment.

The Provider will install the Veitchia Merrilli Adonidia Palms in the existing Large (6642) Authority-furnished Loomis Model #5028-6642 (size 66"d x 42"h) planters, by first removing the existing palms, and all base/sub-base materials, soils, separator fabric, gravel, etc., and clean out the Loomis 6642 planter on site, careful not to spill or impact the floor or related areas, and remove and properly dispose of the palms and related materials off site in an environmentally compliant manner.

The Provider will then inspect and make any necessary planter repairs, clean and prepare as appropriate, and install the palms via Direct Burial (i.e. direct planted) with reservoir planting method, to include a water evacuation system, as follows:

- Install water evacuation system that will allow for removal of excess water in a manner that the plumbing is not visible under presentation conditions.
- Install a gravel sub-base filled ~9" from the bottom and topped with an upwardly wrapping soil separator fabric designed for long term planter use.
- Install the soil mix (Medium Saford #4 Sterilized Planting Manure by Southern Agriculture or approved equivalent) upon which to secure the root ball up to the bottom of the rim, and surround the root ball once set.
- Install and position the root ball at appropriate presentation height, and properly leveled, to provide for potential settling, and to ensure a similar height and appearance for each group of six palms in the respective atriums.
- Install Grape Ivy (leased separately as provided for below) under-plantings.
- Install Top Soil and dressing and/or moss as appropriate.

D. BASE OPERATIONS AT PAGE FIELD

The Provider will furnish the same services described in this Request for Bids at the Base Operations public-use general aviation terminal building at Page Field in Fort Myers, Florida. The general and technical specifications, scope of services, Provider responsibilities, and all applicable terms and conditions included in the Request for Bids.

The Page Field Base Operations interior plant program, preferred planters/pots by size and location, fill materials and presentation criterion, as well as preferred plants and under-plantings by planter are as described herein and in the Page Field General Aviation Terminal Interior Plantings drawings and associated inventory listing included as Exhibit B to this Request for Bids.

The Provider must furnish rimmed molded composite fiberglass planters wrapped in metal, straight line cylindrical in shape, or of approved equivalent structural materials suitable for use in a public-use commercial facility, and of comparable size(s) as listed below for twenty-three (23) small, medium, large, x-large, and xx-large freestanding planters in Base Operations on two levels (elevator available).

The ultimate planters to be installed will require the prior approval of the Authority FMY staff in advance of installation. The Authority reserves the right to request alternate options for planters such as ceramic style and/or adjustments in size and color. The interior landscape theme is to exude a *Tropical Welcome to Southwest Florida*, and the preferred exterior finish is brushed silver, satin, metallic, or similar acceptable color. The approximate acceptable planter sizes are as follows:

- | | |
|-----------------------------|--------------|
| • Six (6) Small Planters | 12"OD x 12"H |
| • Nine (9) Medium Planters | 14"OD x 14"H |
| • Four (4) Large Planter | 22"OD x 20"H |
| • Two (2) X-Large Planters | 24"OD x 20"H |
| • Two (2) XX-Large Planters | 36"OD x 24"H |

While each planter will contain a primary plant and fill materials, designated planters will have complementary 6" under-plantings, while selected planters (quantity 2) will also provide recessed voids for 6" color rotations consisting of thirteen (13) rotations per year (to include poinsettia presentation as provided for herein). Certain plants will need to have a reduced sightline or be pruned so that they can provide for suitable viewing capability for adjacent security cameras, as applicable.

The Page Field Base Operations Interior Plant Program inventory is as follows:

No.	Planter Size	Plant Size	Plant Type
1	Medium	14"	Janet Craig
2	Medium	14"	Ficus
3	Large	17"	Janet Craig
4	Medium	14"	LL Warneckii
5	Medium	14"	Aglaonema
6	Authority Supplied	6"	Flower Rotation
7	Medium	14"	Fishtail
8	X-Large	17"	Alli
	Under-Plantings	Qty. 6 – 6"	Pothos
9	X-Large	17"	Alli
	Under-Plantings	Qty. 6 – 6"	Pothos
10	XX-Large	17"	Areca
	Under-Plantings	Qty. 6 – 6"	Pothos
	Color Rotation	Qty. 3 – 6"	FPRP
11	Large	14"	Fishtail
	Overhang	Qty. 3 – 6"	Grape Ivy
12	Large	14"	Fishtail
	Overhang	Qty. 3 – 6"	Grape Ivy
13	Medium	14"	Fishtail
14	Small	10"	Sanseveria
15	Small	10"	Janet Craig
16	Small	10"	Janet Craig
17	Small	10"	Sanseveria
18	Small	10"	Janet Craig
19	Small	10"	Janet Craig
20	Large	17"	Rhaphis
21	XX-Large	17"	Ficus Lyrata
	Overhang	Qty. 6 – 6"	Pothos
	Color Rotation	Qty. 3 – 6"	FPRP
22	Medium	14"	Janet Craig
23	Medium	14"	Massangeana
24	Medium	14"	LL Warneckii

Bidder may refer to Exhibit B to this Request for Bids to determine display locations and related building information.

B. **Page Field Base Operations Interior Plant Program Pricing**

The Provider must submit pricing for the plant installation, leasing, and maintenance program for both **leasing** of the planters, to be invoiced monthly, and as a secondary option; pricing for **lease to own** to be invoiced monthly and amortized over the initial term of the Agreement, to become the property of the Authority's FMY Maintenance Department upon conclusion of the initial contract term.

Pricing for Page Field Base Operations Interior Plant Program services will be in accordance with all applicable terms and conditions of this Request for Bids and the associated Service Provider Agreement.

5. **Additional Services - Scope of Services**

A. Bidder must furnish in the Bid Schedule a fixed per-unit monthly interior plant lease, installation, and maintenance service fee for individual Additional Leased Plants and/or Planters as follows:

- 6" Plant with Standard or Authority-furnished Container
- 8" Plant with Standard or Authority-furnished Container
- 10" Plant with Standard or Authority-furnished Container
- 14" Plant with Standard or Authority-furnished Container
- 17" Plant with Standard or Authority-furnished Container
- Per Planter Additional Cost for Under-plantings as per specifications
- Per Planter Additional Cost for FPRP plantings as per specifications

Standard containers and related fill, ballast, saucers, liners, and moss are to be furnished at no extra cost to the Authority by the Provider and are to consist of approved wicker, duraco, and terra cotta construction. The Authority may elect to furnish the associated containers at their discretion.

B. In addition, the Provider must also furnish, during the term of the Agreement, at a cost-plus percentage markup basis as provided for herein, the following planters as manufactured by the Benchmark Group, Loomis Series, or an approved alternate product if the models listed below are not available, as may be requested by the Authority:

- | | |
|--------------------|-------------------|
| • Model #5028-1917 | Size: 19"d x 17"h |
| • Model #5028-2219 | Size: 22"d x 19"h |
| • Model #5028-2622 | Size: 26"d x 22"h |
| • Model #5028-3125 | Size: 31"d x 25"h |
| • Model #5028-3428 | Size: 34"d x 28"h |
| • Model #5028-3932 | Size: 39"d x 32"h |
| • Model #5028-4433 | Size: 44"d x 33"h |
| • Model #5028-5136 | Size: 51"d x 36"h |
| • Model #5028-6642 | Size: 66"d x 42"h |

Any Benchmark Design Group, Loomis Series planters furnished by Provider must be of the same color, material composition, and exterior finish to match refurbished planters, if necessary, as part of the Planter Refurbishment Program, and as furnished by the Authority's Maintenance or Contract Management Departments.

Supplemental surface treatments for Authority-furnished plants may be considered Additional Services, and may be eligible for reimbursement on a time and materials basis, as may be authorized by the Authority's Contract Management Department.

The Benchmark Design Group, Loomis Series planters' finish is "Fiberstone" made of glass fiber, polyester resins and aggregate materials. The color is "French limestone – light antique color #150," which is pale sand in color.

Contact information for Benchmark Design Group is as follows:

Benchmark Design Group
456 Osceola Avenue
Jacksonville Beach, FL 32250
Telephone (904) 246-5060
Fax (904) 246-9008
Web-Site: www.benchmarkdesigngroup.com

- C. The Exhibit "B" Compensation Schedule contains fixed labor rates for above and beyond project work, on-site installation or relocation, horticultural or interior plant design services, or additional maintenance or related services at Regular and Premium Hourly Rates, as may be requested and authorized by the Authority's Contract Management Department from time to time. For immediate or emergency service, the Provider must be able to respond to a request for service within four (4) hours from the time of notification. Provider must furnish the Authority's Contract Management Department with emergency contact information and be available twenty-four (24) hours daily for the term of the Service Provider Agreement.

For purposes of this Agreement, Regular Hours shall be between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, not including Holidays. Premium Hours are between the hours of 5:00 p.m. and 7:00 a.m., including Weekends and Holidays (authorized holidays are Christmas, New Year's Day, Memorial Day, Labor Day, 4th of July, and Thanksgiving).

- D. The Compensation Schedule also includes a fixed percentage markup above Provider cost for the following items, as authorized by the Authority:

- Silk plants, products, or arrangements
- Special order containers, miscellaneous materials and display items
- Special equipment rentals, as authorized by the Authority

Ancillary expenses such as sales tax, freight and delivery costs or related expenses are not eligible for markup and will be reimbursed on a direct pass-through basis.

The Compensation Schedule also includes a markup for Equipment Rentals as may be required for special projects as authorized. Special equipment shall include items not typically used in the interior plant maintenance industry, and must be approved in advance by the Authority.

EXHIBIT "B"

COMPENSATION SCHEDULE

Basic Services:

Annual Cost, billable monthly unless otherwise noted, for Interior Plant Installation, Leasing, and Maintenance of the Following Plants and Planters with Locations, Types, Materials, Combinations, and Services as described in the specifications:

- A. Annual Cost for Eighty (80) Small (2219) Plants for Design Groups A, B, C, & D in locations As depicted in Exhibit A (Planters Furnished by Authority, No Under-plantings):
\$11,503.00/year
- B. Annual Cost for Fifty-five (55) Additional Small (2219) Single Plants of Varying Types in Administrative Locations to be Determined (Most Planters [~40] Furnished by Authority):
\$3,670.00/year
- C. Annual Cost for Forty (40) Medium (3428) Plants / Plant Groupings for Design Groups E, F, G, & H in Locations As depicted in Exhibit A (Planters Furnished by Authority):
\$14,432.00/year
- D. Annual Cost for thirteen (13) rotations of the Flowering Plant Rotation Program (FPRP) for Forty (40) Medium (3428) Plants / Planters (3 each) Included in Item C Above (plus 3 evaluation plants):
\$16,601.00/year
- E. Annual Cost for Routine Service and Maintenance of Twelve (12) Large (6642) Veitchia Merrilli Adonidia Palms / Planters, and for Lease and Maintenance of *Grape Ivy Under-plantings (Planters Furnished by Authority – not incl. Palm Cleaning Project):
\$3,205.00/year
- F. Annualized Cost to perform Palm Cleaning Project services for Twelve (12) Large (6642) Veitchia Merrilli Adonidia Palms as per these Specifications (6 times/year, invoiced monthly):
\$5,152.00/year
- G. Total Project Cost for Refurbishment of the Existing Benchmark Design Group, Loomis Series Planters in the **Public Areas** only (quantity: eighty (80) small & twenty (20) medium & twelve (12) large) (Non-Mezzanine) of the Airport as per these Specifications:
\$6,336.00/Lump Sum

(Written in Words) \$ _____

- H. Total cost of the Annual Holiday Poinsettia Tree Display Presentation as outlined in Part D 3.B as per these Specifications:

\$15,582.00/Lump Sum

(Written in Words) Fifteen Thousand Five Hundred & Eighty-Two Dollars

- I. Total Annual Cost for the Page Field Base Operations Interior Plant Program to include **lease** of new planters as per these Specifications to be invoiced monthly:

\$5,246.00/year

(Written in Words) Five Thousand Two Hundred & Forty-Six Dollars

Total Basic Services Annual Cost:
(Total combined cost of Items A through I above)

\$81,726.00/year

(Written in Words) **Eighty One Thousand Seven Hundred & Twenty-Six Dollars**

**Total Estimated Number of Weekly Hours for Bidder to Provide and Perform the Basic Services Items as Requested Herein (not incl. Palm Cleaning):

(Total combined weekly hours for Items A through G above) 20 hours/week

SOUTHWEST INTERNATIONAL ADDITIONAL BID OPTIONS

- A. Total Lump Sum Cost for Replacement and Warranty of Twelve (12) Large (6642) Veitchia Merrilli Adonidia Palms (Planters Furnished by Authority – not including Lease and Maintenance of Grape Ivy under-plantings or Palm Cleaning), as per these Specifications (to be amortized over remaining agreement term, not including any optional extension):
\$44,256.00 Lump Sum

(Written in Words) Forty Four Thousand Two Hundred & Fifty-Six Dollars

PAGE FIELD ADDITIONAL BID OPTIONS

- B. Total Annual Cost for the **Page Field Base Operations** Interior Plant Program to include **lease to own** of new planters as per there Specifications to be invoiced monthly: \$ 1,500.00/year

(Written in Words) One Thousand Five Hundred Dollars

MISCELLEOUS BID OPTIONS

C. Fixed Monthly Cost for Additional Leased Plants- Per Unit: (standard containers include wicker, duraco and terra cotta)

- 6" Plant with Standard or Authority-furnished Container \$5.75/month

Written in Words: Five Dollars & Seventy-Five Cents/month

- 8" Plant with Standard or Authority-furnished Container \$6.90/month

Written in Words: Six Dollars & Ninety Cents/month

- 10" Plant with Standard or Authority-furnished Container \$11.50/month

Written in Words: Eleven Dollars & Fifty Cents/month

- 14" Plant with Standard or Authority-furnished Container \$17.25/month

Written in Words: Seventeen Dollars & Twenty-Five Cents/month

- 17" Plant with Standard or Authority-furnished Container \$23.00/month

Written in Words: Twenty-Three Dollars/month

- Per Planter Additional Cost for Under-plantings \$5.75/month

Written in Words: Five Dollars & Seventy-Five Cents/month

- Per Planter Additional Cost for FPRP Plantings \$34.50/month

Written in Words: Thirty-Four Dollars & Fifty Cents/month

D. HOURLY SERVICE RATES: Fixed Hourly Labor Cost for above and beyond product delivery, on-site installation, and/or additional maintenance, project or related services, as authorized by the Authority.

- Regular out of scope Labor Hours as per these specifications: \$52.00/hour

Written in Words: Fifty-Two Dollars/hour

- Premium out of scope Labor Hours as per these specifications: \$85.00/hour

Written in Words: Eight Five Dollars/hour

E. MATERIAL MARKUP RATES:

Percent Markup Above Provider Cost for Silk Plants, Products, or Arrangements; Special Order Planters, Miscellaneous Materials and Display Items; or Special Equipment Rentals, as Authorized by the Authority in accordance with these

Specifications:

- Percent Markup for Silk Plants, Products, or Arrangements: 25%
Written in Words: Twenty-Five Percent
- Percent Markup for Special Order Planters, Miscellaneous Materials, Display Items, and other Materials: 50%
Written in Words: Fifty Percent
- Percent Markup for Special Equipment Rentals: 20%
Written in Words: Twenty Percent

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.

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) 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:

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a contract between the Lee County Port Authority and MBA Airport Transportation, LLC to provide On-Demand Taxicab Transportation Services at the Southwest Florida International Airport.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: 3 yrs. with one (1) two-year renewal option.</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves a contract with MBA Airport Transportation, LLC, the incumbent on-demand taxicab operator, to provide on-demand taxicab services for Southwest Florida International Airport.</p> | <p>5. CATEGORY: 10.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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>Aviation</u></p> |
|---|---|

10. BACKGROUND:

On December 18, 2019, the Authority advertised RFP 20-04TLB, On-Demand Taxicab Concession to Serve Southwest Florida International Airport. The advertisement appeared in the Fort Myers News-Press and as listed with Florida Airports Council, Airports Council International-North America, Airport Minority Advisory Council, and AGTA. The Authority also utilized its automated procurement system and notified all Lee County Port Authority permitted prearranged companies that operate commercial transportation vehicles at Southwest Florida International Airport. On January 9, 2020, a pre-proposal meeting was held, with two (2) transportation companies attending. On February 6, 2020, the Lee County Port Authority received one (1) qualifying proposal from MBA Airport Transportation, LLC, (MBA) the incumbent on-demand taxicab operator.

On June 25, 2020, the Board concurred with the ASMC's selection of MBA Airport Transportation, LLC, as the most qualified firm to provide on-demand taxicab services for Southwest Florida International Airport and directed staff to proceed with contract negotiations. The Board also extended MBA's current agreement on a month-to-month basis until a new contract is in place.

The concession agreement provides for the concessionaire to successfully manage the on-demand taxicab ground transportation system at RSW. The concessionaire shall provide qualified, competent, and experienced staff on-site to administer and provide taxicab services at the airport during all periods of scheduled or known flight activity times. Clean, safe, and newer taxicabs are required to be available twenty-four hours a day, seven days a week, throughout the term of

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 (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Background (continued)

the agreement and driven by uniformed drivers who successfully pass both drug and background tests.

The concession agreement requires MBA to pay to the Authority a privilege fee, in the amount of three dollars (\$3.00) for each trip originating at the airport.

If approved, the concession agreement will have an initial term of three (3) years beginning December 1, 2020, with one (1) two-year renewal option at the discretion of the Authority.

Attachments:

1. Concession Agreement

Vendor Number 424930
Port Authority Contract Number 001776

**LEE COUNTY PORT AUTHORITY
ON-DEMAND TAXICAB CONCESSION AGREEMENT
TO SERVE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
RFP 20-04TLB**

THIS CONCESSION AGREEMENT is entered this _____ day of _____, 2020, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision a dependent special district of Lee County, Florida ("Authority"), with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and MBA Airport Transportation, LLC, a Florida Limited Liability Company ("Concessionaire"), with offices at 15501-5 Old McGregor Boulevard, Fort Myers, FL 33908.

WHEREAS, the Authority is the operator of the Southwest Florida International Airport in Fort Myers, Florida ("Airport"); and

WHEREAS, Authority has solicited competitive proposals for the operation of an Airport Ground Transportation On-Demand Taxicab Concession at the Airport; and

WHEREAS, Concessionaire has certified that it is engaged in the business of operating taxicabs and has obtained from all governmental authorities having jurisdiction, all licenses, certifications, permits or other authorizations necessary to conduct on-demand taxicab operations at the Airport; and

WHEREAS, on February 6, 2020, Concessionaire submitted a timely proposal in response to Authority's Request for Proposals, RFP 20-04TLB; and

WHEREAS, Concessionaire has been selected by Authority to operate an On-Demand Taxicab concession as described below as the result of a competitive selection process in accord with any Florida Statutes and Authority's Purchasing Policy; and

WHEREAS, the Authority wishes to grant to Concessionaire the right to operate an on-demand taxicab concession to serve the ground transportation needs of Airport passengers and Concessionaire desires to furnish such services.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, and payments provided below, the parties agree as follows:

1. **Recitals**

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

2. **Definitions**

Airport - The Southwest Florida International Airport, airport code RSW, located in Fort Myers, Florida.

Airport Permit - An Airport sticker that will be provided by Authority and is to be affixed in the windshield of each Permitted Vehicle authorized to pick up passengers at the Airport under the terms of this Agreement.

Airport Terminal - The Airport passenger terminal building, three story parking garage and terminal rental car facility, or any future passenger terminal building constructed at the Airport.

Authority - The Lee County Port Authority and its Board of Port Commissioners, as the governing body of the Southwest Florida International Airport.

Commercial Ground Transportation Staging Building - A facility that may be provided by the Authority for the common use of Ground Transportation vehicle drivers while waiting to serve Airport passengers.

Commercial Ground Transportation Staging Lot - A staging area provided by the Authority and used to stage taxicabs and other Ground Transportation Vehicles and drivers, prior to being called to the Passenger Loading Area.

Contract Year - The twelve-month (12) period beginning on the Commencement Date of this Agreement, and ending December 1, 2021, and each twelve-month period thereafter, until expiration or termination of this Agreement.

Core Fleet - All vehicles provided by Concessionaire that are authorized by Authority to serve as Permitted Vehicles under this Agreement.

County - Lee County, a political subdivision of the State of Florida.

Demand Taxicab Service - Point to point passenger transportation service, with the destination or route traveled determined by the passenger, and the trip fares based on the RSW Taxi Fare Zone Map and Description adopted as part of the Ground Transportation Policy in the Lee County Port Authority Policy Manual, or as amended from time to time during the term of this Agreement.

Disabled Passenger-Accessible Vehicle - A Permitted Vehicle that is ADA approved wheelchair accessible and can accommodate a disabled passenger with a wheelchair lift device or ramp, and securing points for all wheelchairs or other vehicles on board as per the standards set out in 49 CFR Parts 27, 37 and 38.

F.A.A. - The Federal Aviation Administration, or any successor agency, as the governing body of the commercial aviation and airport industry.

Ground Transportation Agent - An Authority employee who is responsible for customer assistance and oversight of Concessionaires' activities.

Irregular Operations Plan (IROPS) - Concessionaire's written document detailing response plans during events in which weather or other unexpected situations cause unforeseen and urgent demand, such as occurs with diverted or cancelled airline flights.

Privilege Fee - Total amount of all Trip Fees generated during the month and paid by the Concessionaire to the Authority for the privilege of operating the on-demand taxicab concession.

No Trip Pass Through - When a Permitted Vehicle goes through the Passenger Loading Area, but does not take a fare.

Non-Utilization Day - Each day that a Permitted Vehicle is not operated at the Airport due to fleet management or service needs and the vehicle is not replaced with a Temporary Substitute Vehicle.

Operations Areas - The Taxicab Dispatching Booth or Station, the Commercial Ground Transportation Staging Building and Lot, the Passenger Loading Area, and any other area designated by the Authority from time to time for Concessionaire's demand taxicab operations. These areas may also be used by other ground transportation operators.

Passenger Loading Area - The commercial curbside area or areas designated by the Authority for Concessionaire taxicabs to pick up passengers at the Airport Terminal.

Permitted Vehicle - A chauffeur-driven sedan, SUV, or van bearing an Airport Permit, licensed by Authority and by proper governmental authorities, and authorized to provide on-demand taxicab service under this Agreement.

Remained on Line - Any Permitted Vehicles remaining on line at the Passenger Loading Area at the end of the night that must depart without a passenger fare.

Shared Ride - Combining passengers from multiple parties into one vehicle.

Social Media Policy – Policy governing Proposer's use of websites and applications that enable users to create and share content or to participate in social networking.

Supplemental Vehicle - A non-permitted commercial ground transportation vehicle which is used during irregular operations as an extra vehicle to accommodate passengers and meet service standards due to unforeseen circumstances.

Taxi Dispatching Booth/Station - A location or structure in front of or inside the Airport Terminal for use by Concessionaire representatives assigning passenger(s) to a Concession vehicle. This may be a booth, podium or some other structure or form to indicate the location for customer check-in.

Temporary Substitute Vehicle - A non-permitted vehicle which meets all requirements of this Agreement, with the exception of vehicle, markings, that is placarded, and can be substituted for a Permitted Vehicle for a set period of time.

Trip Fee - Fee paid by the Concessionaire to the Authority for each Demand Taxicab Service trip originating at the Airport.

TSA - Transportation Security Administration, or any successor agency, as the governing body of the Airport transportation security industry.

Van - A Permitted Vehicle used to accommodate passengers with large or excessive baggage, larger parties, and, when properly configured, passengers with disabilities. A van is considered any vehicle capable of safely and comfortably transporting seven (7) passengers (including the driver) or more and the passengers' baggage.

Wait Time – Departure – The duration a passenger waits upon arriving at the Passenger Loading Area until being loaded into a Permitted Vehicle and departing the Passenger Loading Area.

Wait Time – Greeting - The duration a passenger waits to be greeted by a dispatcher in the Passenger Loading Area.

3. Term, Commencement Date, and Option to Renew

The term of this Agreement is three (3) years, commencing on December 1, 2020, at 5:00 a.m., local time (the "Commencement Date"), and terminating three (3) years from such date, unless extended or sooner terminated as provided below.

Authority may, at its sole discretion, opt to renew this Agreement under the same terms and conditions for a single two (2) year extension term by giving the Concessionaire written notice of its intent to exercise the option to extend no less than six (6) months prior to the expiration date of the initial term. Concessionaire shall have ten (10) days from the date of receipt of Authority's written notice to notify Authority in writing of its acceptance of the additional term.

4. Concessionaire's Privileges

- A. On-Demand Taxicab Concession - Authority grants to Concessionaire the right to conduct an on-demand, point to point, taxicab service at the Airport. Such service shall include the right to stage taxicabs on Airport property, to load, on demand, passengers and their baggage into such vehicles, and to transport said passengers and their baggage off Airport property to the passengers' desired destinations. Concessionaire's Airport-based on-demand taxicab dispatchers may not book pre-reserved trips for customers, except for customers who request the use of a Disabled-Passenger Accessible Vehicle.

- B. Nonexclusive Agreement - This Agreement is nonexclusive. Concessionaire acknowledges that Authority will allow other taxicab and limousine companies to deliver customers to the Airport without violating the terms of this Agreement. Concessionaire also acknowledges that pre-reserved shuttle vehicles and charter and scheduled bus service and companies operating under the Authority's Pre-Arranged Vehicle, Transportation Network Company (TNC), Charter Bus, Courtesy Shuttle Vehicle and Public Transit Permit Systems, as they now exist, or as may be amended or replaced from time to time, may pick up and deliver passengers with reservations traveling to or from the Airport without violating any of the terms of this Agreement. Concessionaire further acknowledges that unless specifically designated for Concessionaire's exclusive use by this Agreement, use of all areas of the Airport is nonexclusive and that the other Ground Transportation companies described above will be permitted to stage and operate their vehicles from the Commercial Ground Transportation Staging Lot and use the facilities of the Commercial Ground

Transportation Staging Building, if one is provided by Authority, without violating this Agreement.

- C. Operations Areas - Operations permitted under this Agreement shall include operations at such locations as the Authority may designate to serve the Airport from time to time. Authority agrees to allow Concessionaire to use sufficient space, as determined by the Authority, for the staging on line of its vehicles in the designated Operations Areas. The Authority reserves the right to change said designated areas as the needs of the Airport or the traveling public require.

Concessionaire agrees to repair at its own cost and expense any damage to the Operations Areas caused by its operations and to replace with equal quality any Airport facility that requires replacement because of Concessionaire's use, reasonable wear and tear excepted.

- D. Ingress and Egress - Authority further grants to Concessionaire the right of ingress to and egress from the Airport over public roadways, subject to all laws, ordinances, rules, and regulations presently in effect and as may be established in the future by the Authority, Lee County or the State of Florida, as required by Concessionaire's operations, provided that Concessionaire shall not exercise this right so as to impede or interfere with Airport operations or the operations of other Airport tenants, licensees, permittees, or the public. The Authority or the County may, from time to time, substitute other means of ingress and egress to the Airport and may temporarily or permanently close any entrance or other roadway.

5. Concessionaire's Obligations

- A. Hours of Operation - The Concessionaire shall have qualified, competent and experienced staff on site to manage on-demand taxicab operations at the Airport at all reasonable times and during the periods of all flight activity. Taxicabs must be available to serve the on-demand taxicab operations at the Airport twenty-four (24) hours per day, seven (7) days a week, every day of the year.
- B. Core Fleet - The Concessionaire agrees to provide an initial minimum of sixty (60) Permitted Vehicles for on-demand taxicab services at the Airport on the Commencement Date, and additional vehicles as customer demand may dictate and Authority may direct from time to time.

The Concessionaire's Permitted Vehicles will match the fleet mix described in Concessionaire's Proposal and Exhibit "A", which is attached and

incorporated by reference (the "Core Fleet"). At least two (2) of the Permitted Vehicles must be Disabled Passenger-Accessible Vehicles, with at least one of these vehicles in operation and available at all times. Disabled Passenger-Accessible Vehicles must be available upon request to meet the customer service standards identified in this Agreement. The Authority's Executive Director, or designee, may authorize or require Concessionaire to decrease or increase the size of the Core Fleet, or the vehicle mix of the Core Fleet, by prior written approval and the revision of Exhibit "A", to reflect customer demand and ensure the Concessionaire continues to meet the Operational Standards set out in Section 13, below.

1. The Core Fleet must consist of at least twenty percent (20%) vans, and ten percent (10%) sedans. The remaining seventy percent (70%) may be a combination of vans, Disabled Passenger-Accessible Vehicles, sedans, SUVs or other type of vehicle, as approved by Authority.
 2. Any replacement of a vehicle in the Core Fleet is contingent on Authority's approval, in advance, of the replacement vehicle and the issuance of a new Vehicle Permit.
 3. When considering the possibility of replacing any vehicle in the Core Fleet, Concessionaire agrees to look into the availability and feasibility of replacing those vehicles with environmentally-friendly vehicles at its option.
- C. Dedicated Use of Vehicles - The Core Fleet shall be dedicated solely for on-demand taxicab service from the Airport. Concessionaire is specifically prohibited from using Permitted Vehicles to pick up prereserved passengers at the Airport. Concessionaire may use Permitted Vehicles to deliver prereserved passengers to the Airport, provided that service does not cause Concessionaire to fall below the Service Standards set out in Section 11, below, at any time. If traffic conditions warrant, Concessionaire may make additional vehicles available to provide service for the Airport, either seasonally or permanently, but the number of vehicles in the Core Fleet dedicated solely to the Airport shall not be reduced from the numbers set out above, without prior written authorization of the Executive Director or designee. All additional vehicles must meet and adhere to all of the standards applicable to the Core Fleet.
- D. Dispatch System and Communications - The Concessionaire shall provide and manage a taxicab dispatch system on behalf of the Authority. Concessionaire shall provide, at its own expense, equipment to enable

communication between the dispatchers and all Permitted Vehicles. Dispatch Personnel shall be sufficiently trained to dispatch Taxicabs using the zone map system.

The Concessionaire must also provide and utilize an automated system to give dispatchers and other personnel the ability to check road conditions, airline arrival/departure times, and weather from the taxicab dispatching booth.

The costs associated with the purchase, installation and maintenance of any and all automation and/or driver/dispatch communication systems will be borne solely by the Concessionaire.

- E. Licenses and Permits - Concessionaire shall, at its own expense, provide and maintain in full force and effect any and all licenses and permits required for the operation of all aspects of Concessionaire's business.
- F. Sole Business at Airport - Concessionaire shall not enter into any other business at the Airport, except for the delivery of delayed, misplaced, or misrouted baggage, without prior written consent of the Authority and without first obtaining a fully executed contract with the Authority to provide such service.
- G. Sole Point of Contact – Concessionaire must designate a management representative, and an alternate to act in the representative's absence. The point of contact or alternate must be available at all times and must have the authority to make service, operational, and business decisions for Concessionaire.
- H. Subcontractors - Concessionaire may use subcontractors to provide On-Demand Taxicab Service, but the Concessionaire remains solely responsible for the activities and services of any subcontractor. Further, Authority reserves the right to require the Concessionaire to replace a subcontractor for any reason at any time. Authority will only recognize the Concessionaire as a single company with a Sole Point of Contact. Subcontractors will not be recognized as on-demand taxicab operator and therefore, any communications by a subcontractor(s) must be directed to the Concessionaire's Sole Point of Contact. Concessionaire must ensure all subcontractors are in full compliance with the requirements of this Agreement at all times by incorporating the terms of the Agreement into all subcontracts. Concessionaire must provide copies of all subcontracts to the Authority on request.

- I. Passenger Complaints - Concessionaire shall establish written procedures to handle passenger questions and complaints regarding its services. As part of those procedures, Concessionaire will provide a copy of each complaint received to Authority within twenty-four (24) hours of receiving the complaint. Questions or complaints regarding the quality of services or fares that are received by the Authority will be submitted to Concessionaire for response. Concessionaire will respond to any complaint within three (3) business days following receipt.

No later than the third business day of each month, Concessionaire shall forward to the Authority a list of all complaints received during the prior month, whether verbal or written, accompanied by a description of the resolution of any such complaints.

- J. Conflicts with Other Concessions - If a conflict arises between the Concessionaire and any other concession operator at the Airport regarding the privileges granted by this Agreement, the Authority will review the complaint and render a decision to resolve the conflict. The Authority's decision on the matter shall be final and conclusive. The Concessionaire agrees to abide by the Authority's decision.

6. Privilege Fees

- A. Privilege Fee - For the privilege of operating an on-demand taxicab concession at the Airport, the Concessionaire agrees to pay Privilege Fees to the Authority as described in Sections 6.B., and 6.C., below. The term "Privilege Fee" for a given month will mean the total of all Trip Fees generated during that month.
- B. Calculation - During the term of this Agreement, Concessionaire shall pay to Authority a "Privilege Fee" consisting of all accumulated Trip Fees incurred during the preceding month.
 1. Trip Fee - The Trip Fee for the initial term of this Agreement shall be Three Dollars and 00/100 (\$3.00) per trip for each taxicab dispatched from the Passenger Loading Area.
 2. Adjustment - Upon agreement of the parties the Authority may adjust the Trip Fee, commencing on the first day of the month following the date of that agreement and continuing for the remainder of the current term of the Agreement. Any adjustment may not take effect any earlier than one (1) year after the Effective Date. If the term of this Agreement is extended, the Trip Fee shall be as agreed by the

parties but the Trip Fee for any extended period shall not be less than the Trip Fee in effect on the effective date of any extension.

- C. Monthly Payments Schedule - The Concessionaire shall pay the Privilege Fee to the Authority during the term of this Agreement in monthly installments equal to the total Trip Fees collected for the previous month, payable no later than the fifteenth day of each month for the previous month's Trip Fees, without billing, with the first such installment being due on January 15, 2021, unless otherwise directed by the Authority in writing.

Each taxicab fare transaction made on installment or credit shall be treated as a transaction for the full price in the month during which such charge or transaction is made, regardless of whether or when Concessionaire received partial or full payment for the charge or transaction.

- D. Trip Reporting - Monthly Trips and the amount of the Privilege Fee due shall be self-reported by Concessionaire daily and monthly. The Authority may use the Airport Automated Vehicle Identification System (AVI) or similar system, as may be changed from time-to-time, to verify the self-reported figures for all trips originating at the Airport for any given month. If these figures cannot be reconciled, the greater of the two shall be paid to the Authority. The Concessionaire shall also self-report taxi dispatches monthly, in a form acceptable to the Authority no later than the third business day of the month following the reporting month. The Authority may use the Concessionaire's report as an alternate means of determining the number of monthly trips originating at the Airport. Regardless of the reporting method used, Concessionaire shall pay a Privilege Fee based on the higher number of trips counted for that month.
- E. Nature of the Privilege Fee - The Privilege Fee set forth above is an airport user fee that Concessionaire has agreed to pay to the Authority for the privileges granted by this Agreement, and is not a fee imposed by the Authority on Concessionaire's customers, and may not be added as a separate charge to the established fares.
- F. Licenses, Fees and Taxes - Concessionaire shall pay, on or before their respective due dates, all federal, state, Authority, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon any premises, equipment, or services used by Concessionaire, or upon Concessionaire, or upon the business conducted by Concessionaire, or upon any of Concessionaire's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to any ad valorem, tangible property or intangible property taxes,

and sales or excise taxes on any sums payable hereunder. Concessionaire shall maintain in current status all federal, state, Authority and local licenses and permits required for the operation of the business conducted by Concessionaire. In addition, Concessionaire shall be responsible for any and all other taxes which are due, or which may become due, pursuant to Chapter 212, Florida Statutes, as it may be amended, renumbered or replaced, from time to time, and any implementing regulations.

- G. No Set Off - The parties acknowledge that, through the date hereof, neither party has a claim against the other with respect to any of the operations of the Concessionaire at the Airport, or any of the matters covered by this Agreement or any other existing agreement it may have with the Authority, and that each has no right of set off or counterclaim against the other for any of the amounts payable by Concessionaire to Authority under this Agreement or any other agreement it may have with the Authority.
- H. Late Payments-Interest - The Authority shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due until the date paid on any amounts that are past due under this Agreement. The right of the Authority to require payment of such interest and the obligation of the Concessionaire to pay same shall be in addition to and not in lieu of the right of the Authority to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.
- I. Other Fees and Charges - The Concessionaire acknowledges that the Authority has or will establish, from time to time, fees and charges for the use of various facilities, equipment and services provided by the Authority and not leased to or specifically provided to the Concessionaire hereunder, and the procedures relating to payment of same. The Concessionaire shall pay for its use of such facilities, equipment and services at the rates and in the manner prescribed by the Authority.
- J. Additional Charges - After ten (10) days notice to the Concessionaire, if the Authority is required to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Concessionaire to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of the Concessionaire contrary to said conditions, covenants or agreements, Concessionaire agrees to pay the sum or sums so paid by the Authority or the expense so incurred by the Authority, including all interest, costs, damages and penalties, and the same may be added to any installment payment thereafter due hereunder, and each and every part of

the same shall be and become an additional fee recoverable by the Authority in the same manner and with like remedies as if it were originally a part of the privilege fees payable under this Agreement. All such sums of money shall be paid by Concessionaire within thirty (30) calendar days after written demand therefore.

- K. Dishonored Check or Draft - In the event the Concessionaire delivers a dishonored check or draft to the Authority in payment of any obligation arising under this Agreement, the Concessionaire shall incur and pay a service charge in the amount established by the Authority from time to time. In such event, the Authority may require that future payments be made by cashier's check or other means acceptable to the Authority.
- L. Place of Payments - All payments required to be made by the Concessionaire under this Agreement shall be made payable to "Lee County Port Authority," and shall be paid to the Lee County Port Authority, Attention: Finance Department, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, or to such other office or address as may be substituted therefore.

7. Records

Concessionaire must keep full and accurate books and records showing, among other things, the calculation of the Monthly Privilege Fee, and all such other records as would normally be required to be kept and examined by an independent accountant in accordance with generally accepted auditing practices in performing an audit of Concessionaire's operations. The Authority, upon five (5) business days prior notice, shall have the right through its representatives, and at all reasonable times, to inspect all such books and records, including, but not limited to, invoices, contracts, cash receipts, computers, and electronic data storage media. All such records will be made available to Authority for examination, inspection, copying, and/or auditing, at Concessionaire's local office during the term of this Agreement, and at Fort Myers, Florida, for five (5) years thereafter. Storage of such records will be at Concessionaire's sole expense.

- A. Dispatcher's Daily Operations Log - At a minimum, Concessionaire's Dispatchers shall keep a daily record, on forms acceptable to the Authority, of the following:

For each dispatch:

1. The dispatch time and date, driver name, Permitted Vehicle number, number of passengers, and trip destination(s);

2. The daily number of taxicab service requests dispatched;
3. The total number of pick-ups that are over ten (10) minutes from the time a standard vehicle is dispatched and over twenty (20) minutes from the time a Disabled-Passenger Accessible Vehicle or a vehicle using a Child Safety seat is dispatched, including the reason for the delay;
4. The Zone Fare charged and any Fuel Surcharge(s);
5. The number of requests for Disabled-Passenger Accessible Vehicles and number of Disabled-Passenger Vehicles available;
6. The number of Child Safety seats requested;
7. The number of shared ride requests and the destination zones for each;
8. The number of Remained on Line Vehicles;
9. The number of No Pass Throughs, with details; and
10. Revenue collected.

A copy of the Daily Operations Log shall be submitted to Authority daily and no later than 10:00 a.m.

- B. Monthly Reports - Concessionaire shall also maintain a monthly report compiling all of the information listed above, in a form acceptable to Authority.

A copy of the Monthly reports for the preceding month shall be submitted to Authority no later than the third business day of the following month.

8. Passenger Fares

- A. During the term of this Agreement, the Concessionaire agrees to charge passengers fares that do not exceed the fares set forth on Exhibits "B-1" and "B-2", attached hereto and made a part hereof by reference. All fares are subject to the following adjustments:

1. An extra passenger fee of \$10.00 may be assessed for each passenger over 3 for a single trip to a single destination. There is no extra charge allowed for service animals or other crated animals.
 2. Parties traveling to the same destination will split the zone fare and fuel surcharge, if any.
 3. Parties traveling to different destinations will each pay 75% of their destination zone fare. Any fuel surcharge will be split equally or as determined by the traveling parties, so long as each party's share does not exceed the fuel surcharge for that party's destination zone. The total surcharge paid may not exceed the surcharge for the farthest destination.
 4. Fares for any destination outside the boundaries of the established RSW Taxi Fare Zone Map must be commercially reasonable and agreed by the passenger(s) prior to taxicab dispatch.
 5. Concessionaire must provide child safety seats on request and at no charge.
 6. Additional passenger charges do not apply to shared fares. Parties may not be required to share a ride involuntarily.
- B. Fare Increases or Adjustments - During the term of this Agreement the Concessionaire shall not be entitled to increase the fares set forth on Exhibits "B-1" and "B-2" without first obtaining the Authority's prior written consent. No fare increases or adjustments will be considered during the initial twelve (12) months of this Agreement. Authority's consent to any fare increase request after the initial twelve (12) month shall be conditioned upon an evaluation and possible adjustment to the Trip Fee payable by the Concessionaire to the Authority, as agreed to by the parties, and an evaluation of the reasonableness of the fares to be imposed upon the traveling public. If the parties agree to an increase in the fares and, if required by the Authority, an increase in the Trip Fee, those increases shall be reflected by an amendment to this Agreement. If the parties fail to reach agreement as to the appropriate increase in either the fares or the Trip Fee (if required by the Authority) then the Concessionaire shall not be entitled to increase its fares.
- C. Grounds for Increase - Any requested fare increase must be based on the bona fide direct operating cost increases of Concessionaire. Concessionaire shall provide the Authority with such back-up

documentation for any increase as the Authority shall require. Direct operating costs shall only include actual costs paid by Concessionaire to a third party and salary costs of Concessionaire's employees, and shall not include finance or interest expenses, supervisory, legal, or other overhead or internal costs.

- D. Fare Schedules - Concessionaire shall post copies of the RSW Taxi Fare Zone Map and Fuel Surcharge information (if applicable) in prominent location(s), as approved by the Authority, in each Permitted Vehicle. All charts must be easily readable by the public.
- E. Methods of Payment - Concessionaire must accept cash; all major credit cards; travelers' checks; all airline vouchers and Port Authority Traveler's Aid Vouchers as payment for all fares. Both Concessionaire's Dispatcher and all Drivers must be able to accept fares. Concessionaire shall also establish a written back-up procedure for acceptance of fares if there is an equipment failure.

9. Fuel Surcharge

If applicable, Passenger Fares shall include a Fuel Surcharge as authorized by the Port Authority's existing Ground Transportation Policy and as shown on the Fuel Surcharge Chart, attached and incorporated herein as Exhibit "C", and as amended from time to time.

10. Permitted Vehicles

- A. Airport Decals - Upon Authority's approval for use of a vehicle, the Airport Operations Department shall issue a Permit Decal to be affixed to the windshield of the Permitted Vehicle. Airport Operations may reissue this Permit Decal periodically. The Permit Decal may not be tampered with or removed and is not assignable or transferable unless the vehicle is permanently removed from service and the Authority approves the assignment or transfer.
- B. Age of Vehicles - Except for Disabled Passenger-Accessible vehicles, the Concessionaire shall provide and maintain suitable modern, air-conditioned sedans and vans of good quality and less than eight (8) calendar years old. The eight (8) year standard will apply from the Commencement Date until December 31, 2021. On January 1, 2022, and for the remaining term of this Agreement, including any extension, vehicles must be less than seven (7) calendar years old. Vehicles older than the applicable standard must be removed from service and replaced.

Due to the added cost of the vehicle, Concessionaire may provide Disabled Passenger-Accessible vehicles that are up to eight (8) calendar years old, and that otherwise meet the requirements above.

- C. Vehicle Condition - The Concessionaire shall inspect all Permitted Vehicles daily and must maintain its vehicles and other equipment in a fully operational, clean, safe, clutter-free and first-class, like new, condition and repair and free of interior or exterior damage, reasonable wear and tear excepted. "Reasonable Wear and Tear" will be determined at Authority's sole discretion. All Permitted Vehicles must have two-way communication with Concessionaire's dispatcher, adequate trunk space for luggage and golf clubs, and must comply with all state and local rules.
1. Replacement of Vehicles - During the term of this Agreement, Concessionaire must replace its vehicles as age and condition warrant. All replacement vehicles must meet and adhere to all of the standards applicable to the Core Fleet. As the vehicles listed in Exhibit "A" are replaced, the Exhibit shall be amended to show the current Core Fleet using the Update to Core Fleet Vehicles form attached as Exhibit "A-1". Authority may revise this form as necessary to ensure efficient monitoring of the Core Fleet. Replacements may be approved by the Executive Director or designee, as necessary and will not require the formal amendment of this Agreement.
 2. Vehicle Maintenance - Any vehicle or equipment that is not fully operational or that has sustained exterior or interior damage that affects safety, appearance, comfort, or performance, must be immediately removed from service and repaired. In addition, all Permitted Vehicle air-conditioning systems shall be properly installed and fully functional at all times. Each Permitted Vehicle must be inspected annually by an ASE certified mechanic and proof of the inspection furnished to Authority upon request. Authority shall perform spot-check inspections on the Core Fleet monthly and shall have the right to inspect each Permitted Vehicle on commencement of this Agreement, upon replacement of the vehicle, and at all reasonable times thereafter. Concessionaire must remove any vehicle immediately upon Authority's request. Concessionaire shall replace any Permitted Vehicle removed from service within seven (7) calendar days of its removal from service.

If a vehicle fails an inspection, it must be removed from service until identified deficiencies, except for minor cosmetic deficiencies, have been corrected. Concessionaire will have thirty (30) days from the inspection date to repair any minor cosmetic deficiencies. Before a vehicle may be put back into service after failing an inspection, it must be cleared by the Concessionaire. Once the Concessionaire has confirmed that the deficiency is corrected, the Concessionaire must arrange for a repeat inspection by the Authority. If the Authority finds the deficiency has not been satisfactorily corrected, in the sole discretion of the Authority, liquidated damages in the amount of \$100.00 per incident will be accessed.

Any vehicle that has failed an inspection and has not been cleared by both the Concessionaire and the Authority must not be put back into service. If an unauthorized vehicle is found to be back in service without proper clearance, Authority may access liquidated damages in the amount of \$500 per incident.

If Lee County enacts regulations requiring annual inspection and certification of taxicabs or vehicles for hire by a licensed mechanic, Concessionaire shall have its Permitted Vehicles inspected and certified and must provide a copy of the certificate in an acceptable form to Authority.

3. Temporary Replacement Vehicles - A Temporary Replacement Vehicle may be substituted for a Core Fleet Vehicle, while the Core Fleet Vehicle is being repaired, if approved in advance in writing by the Authority. Replacement Requests will be based on Concessionaire's submittal of a Temporary Permitted Vehicle Replacement Request Form, as set out in Exhibit "A-2", attached and incorporated by reference, or an alternate electronic form, as approved by the Authority. Authority may further revise this form as necessary to ensure efficient monitoring of the Core Fleet. All vehicle standards will apply to replacement vehicles except vehicle markings.
4. Additional (Supplemental) Vehicles at Peak Times - The Concessionaire is responsible for providing Supplemental Vehicles beyond the sixty (60) Permitted Vehicle Core Fleet (or beyond any future Authority adjusted fleet size), when the Permitted Vehicles are not able to accommodate passenger demand. Supplemental Vehicles may be needed to meet unanticipated or excessive passenger demand, surges of passengers, late and diverted flights,

or other extenuating circumstances outside the Airport such as extensive traffic congestion delaying the return of taxicabs to the Airport. In such instances, Concessionaire may meet the increased demand by temporarily using other taxicabs in Concessionaire's fleet that are not Permitted Vehicles. Any Supplemental Vehicles must adhere to the same standards as those applicable to Concessionaire's Permitted Vehicles with the exception of vehicle markings. The Authority must authorize the use of any Supplemental Vehicles prior to their integration into service. Authority will determine whether to require Supplemental Vehicles to meet vehicle age, markings, and color scheme requirements on a case-by-case basis. This determination will be made by the Authority based on the needs of the situation and the request from the Concessionaire.

D. Minimum Standards for Permitted Vehicles

All Permitted Vehicles must be compliant with all federal, state and local laws and rules pertaining to vehicle safety and safety requirements. In addition, vehicles are required to be:

- No older than the age limit set out in Section 10.B, above, except for Disabled Passenger Accessible Vehicles, which may be up to eight (8) calendar years;
- Painted uniformly in a distinct scheme approved by the Authority;
- Equipped with working air-conditioning and windows;
- Equipped with two-way communication equipment capable of communicating with the dispatch personnel and other Permitted Vehicles;
- Free of interior and/or exterior damage, with reasonable wear and tear excepted, as determined at Authority's sole discretion;
- Equipped with seatbelts for the driver and all passengers;
- Approved and inspected by the Authority upon receipt of proof that the vehicle passed an inspection from Concessionaire;
- Equipped with an access control device to access the Operations Areas as may be approved by the Authority;

- Individually identifiable;
 - Large enough to accommodate multiple bags or golf clubs in the truck space;
 - Clean inside and out; and
 - Free of personal items, clutter and strong or offensive order.
- E. Vehicle Marking - All Permitted Vehicles must be painted and marked at Concessionaire's sole expense in a uniform and distinct color and marking scheme that is approved in writing by the Authority in advance of service. Marking must clearly identify the vehicles as providing Airport On-Demand Taxicab service and clearly identify the specific vehicle, e.g., vehicle number.
- F. Permitted Vehicle LeeWay Transponders or Other Access Control - Authority has established a transponder activated access control system to limit access to the Passenger Loading Area. Concessionaire shall obtain and pay for a LeeWay Transponder, or other access control device, if the current system is replaced, at its sole expense and insure proper operation of any transponder for each Permitted Vehicle. Concessionaire will otherwise comply with the Authority's procedures and those of the Authority's Parking Lot Operator for access to the Passenger Loading Area and any other Operation Area with controlled access.

If Concessionaire's vehicles are not equipped with an access control device and compatible devices are not easily available elsewhere, access control devices may be purchased from the Authority at a reasonable cost determined by Authority and representing the cost of the access control media plus an administrative fee.

- G. Advertising on Permitted Vehicles - The Concessionaire shall not exhibit or place on or in any vehicle used in the performance of services under this Agreement any sign, decal, sticker, photograph, decoration, or advertising matter other than the Concessionaire's identification signage and its fare schedule, without the prior written approval of the Authority.
- H. Passenger Information – Concessionaire is required to provide and must ensure that each Permitted Vehicle contains a passenger accessible information book, electronic device or placard that includes driver

information, a copy of the current RSW Taxi Fare Zone Map and Fuel Surcharge information. The content of the Passenger Information must be submitted for review and approval by Authority before being placed in a Permitted Vehicle.

11. Service Standards

Concessionaire agrees to provide adequate ground transportation vehicle service to Airport patrons twenty-four (24) hours per day, or such other hours as may be directed by the Authority from time to time, and seven (7) days per week. Concessionaire further agrees, specifically but without limitation:

- A. Service Standard - To operate sufficient Permitted Vehicles to meet customer demand at all times during the term of this Agreement; to provide on-demand taxicab service during all hours of scheduled and nonscheduled airline operations and to make Airport service the first priority of all Permitted Vehicles.
- B. Vehicle Dispatch Standard - After arriving at the Taxi Dispatching Booth or Station, no passenger shall be required to wait more than three (3) minutes to be greeted by a Concessionaire representative. Concessionaire's standard for Permitted Vehicle dispatch must ensure that the maximum waiting time for passengers does not exceed ten (10) minutes from the time a customer arrives in the Passenger Loading Area until the vehicle is loaded and departs the Passenger Loading Area.

All dispatched vehicles must have the windows closed and air-conditioning on when loading passengers.

- C. Disabled Passenger-Accessible and Child Safety Seat Equipped Vehicle Dispatch Standard - Concessionaire's standard for the use of Disabled Passenger-Accessible Vehicles must ensure that the maximum wait time for passengers using Concessionaire's Disabled Passenger-Accessible Vehicle services or vehicles equipped with child safety seat(s) does not exceed twenty (20) minutes from the time a customer requests the service until the vehicle is loaded and departs the Passenger Loading Area. The maximum waiting period may be extended for good cause when a Disabled Passenger-Accessible Vehicle that is normally assigned to the Airport has been previously dispatched from the Airport, but the maximum wait time shall not exceed thirty (30) minutes.

- D. Dispatch Standard for Shared Rides - The dispatch standards set out in paragraphs 11.B. and 11.C. above will not apply to passenger requests for a shared ride at a reduced fare.
- E. Dispatch Standard for Airline Requested Shared Rides - The dispatch standards set out in paragraphs 11.B. and 11.C. above will also not apply to airline requests for destinations outside the boundaries of the approved RSW Taxi Fare Zone Map when combined with unusual conditions such as canceled, delayed, or diverted flights.

12. Liquidated Damages

In addition to all other remedies available under this Agreement, the Concessionaire shall be subject to the payment of liquidated damages as set forth below when the service standards set out in Section 11 above have not been met. The Authority shall give written notice of any failure to meet these standards to the Concessionaire's on-site airport manager. Thereafter, the Concessionaire must take prompt action to correct any failure. If it is a vehicle or driver-related violation of a standard, the Concessionaire will not permit such vehicle and/or driver to return to service at the Airport until the violation is corrected. The Concessionaire shall remit any liquidated damage payment to the Authority within ten (10) calendar days following the date of the Authority's notice of violation.

The liquidated damage payments set forth below are not penalties but are liquidated damages to Authority. Such liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by the Authority as a consequence of such violations.

- A. Performance Standard Failures - A liquidated damage charge shall be imposed when the Concessionaire's on-time performance falls below the applicable standard.
 - 1. A One Hundred Dollar (\$100.00) per incident liquidated damage charge may be charged if the Concessionaire does not meet the wait time standards set out in Section 11.
 - 2. The Authority's goal is exceptional passenger service. Liquidated damages for any incident where either the Wait Time – Greetings – or Wait Time - Departures is exceeded may therefore be waived if a passenger receives the benefit of a reduced fare equal to at least a fifty percent (50%) reduction. Concessionaire must provide a written

explanation of the incident and proof of the reduced fare before Authority will consider a waiver.

- B. Waiver of Liquidated Damages - Authority may waive liquidated damage charges during periods that unforeseen traffic situations inhibit normal fleet operations or when severe weather, work stoppages, or when other conditions indicate that the failure in service was unavoidable, as solely determined by the Authority. Any such determination shall be final and conclusive. If Concessionaire believes that the occurrence of a particular event may cause delays, it is the Concessionaire's responsibility to notify Authority's staff of the event and obtain written concurrence that the liquidated damage charge will not be assessed.

13. Operational Standards

- A. Service to Airlines - The Concessionaire shall provide On-Demand taxicab transportation service to serve all flights conducted by certified air carriers, foreign air carriers, commuter air carriers, and general aviation at the Airport, and shall adequately meet all demands for such transportation service.

During flight operation times, Concessionaire's dispatchers should maintain a minimum of two (2) taxicabs in the Passenger Loading Area, so long as the line can be accommodated in the space provided, in anticipation of passenger demand. Exceptions to this standard may be made on a case-by-case basis by coordinating with the Ground Transportation Agent on duty. Exceptions will only be approved during periods of low anticipated demand, such as extended periods without flight operations.

- B. Temporary Supplemental Service and Substitution of Service - In the event of a temporary failure of service by the Concessionaire, the Executive Director, or his or her designee, may, in their sole discretion and for the convenience of the public, authorize other taxicab services to operate as on-demand taxicabs at the Airport until complete service is restored by the Concessionaire, and notwithstanding the rights granted hereunder. The authorization for either supplemental service or a substitute operator to operate shall not be considered a violation by the Authority of the rights granted to the Concessionaire under this Agreement. Any supplemental or substitute vehicles must meet and adhere to all of the standards applicable to the Core Fleet, except as to vehicle color scheme and marking, which standards the Authority may temporarily waive in an emergency, at its sole discretion.

- C. Conduct of Operation - The Concessionaire shall conduct its operations in an orderly and proper manner so as not to annoy or be offensive to others on Airport premises. Concessionaire shall be responsible for the conduct, demeanor and appearance of its officers, employees, agents, representatives, subcontractors and drivers; and upon objection from the Authority or its authorized representatives concerning the conduct, demeanor or appearance of such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection. All drivers, subcontractors and employees of Concessionaire must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies developed by the Concessionaire, and approved by the Authority.
- D. Conduct in Passenger Loading Area - The Concessionaire shall require its drivers and vehicles to remain away from the Passenger Loading Area at the Terminal until such time as Concessionaire's Dispatchers specifically require the driver and vehicle to approach the Passenger Loading Area. The Concessionaire shall require vehicles in the Passenger Loading Area to be staffed by drivers at all times. The Concessionaire shall require the doors of the vehicles nearest the moving traffic lane to be closed at all times.
- E. Rules and Regulations - The Concessionaire, its subcontractors, employees, agents and representatives shall obey all rules and regulations applicable to its operations at the Airport made and promulgated by the Authority from time to time during the term of this Agreement. Concessionaire shall prohibit any subcontractor or employee from smoking or the use of any tobacco products in the Commercial Ground Transportation Staging Building, the Passenger Loading Area, or in any Permitted Vehicle. "Smoking" under this Agreement includes vaping and use of electronic cigarettes.
- F. Authority's Inspection Rights - Concessionaire agrees Authority shall have the right to inspect its operations, premises, and records at all times. Concessionaire agrees to promptly correct any service deficiencies, discrepancies, or other problems found during such inspections. "Promptly" means within five (5) business days of notification, except for violations of state law, or local ordinance which must be corrected immediately.
- G. Airport Driver's Orientation - The Concessionaire shall instruct each of its drivers, prior to assignment to the Airport, of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement, provide safety and customer service training and any other training required

by Authority from time to time, and shall annually review that information with all drivers.

Concessionaire shall notify all of its drivers that they are to accept any and all passengers desiring the services of the Concessionaire without unlawful discrimination of any kind. With the concurrence of an Authority representative, who shall be readily available, Concessionaire's dispatchers or drivers may refuse to load a passenger who is grossly intoxicated, or verbally or physically abusive or cannot legally be transported. The Concessionaire agrees that any violation by drivers operating under this Agreement shall be cause for denying such driver the privilege to come upon the Airport to do business as a representative of the Concessionaire under this Agreement.

- H. Driver's Use of Facilities - The Concessionaire shall ensure that all Concessionaire drivers use the waste receptacles provided for the disposal of all waste materials, including cigarette butts, matches, paper and other accumulated waste. The Concessionaire must ensure that all the facilities are maintained in a clean and orderly condition, including, the Commercial Ground Transportation Staging Building and Lot, in conjunction with other users, the Taxicab Dispatching Booth or Station (if provided), and the Passenger Loading Area.

14. Management

- A. Dispatchers - The Concessionaire shall have qualified, competent and experienced uniformed dispatchers on site and manning the On-Demand Taxicab Dispatching Booth or Station to conduct Concessionaire's operations at all reasonable times and during the periods of all commercial flight operations. Each dispatcher will be responsible for the coordinated and orderly assignment of vehicles to passengers for transport.

Dispatchers shall ensure that each dispatched vehicle meets the vehicle standards in this Agreement and must provide passengers assistance as needed, including offering information regarding services and transportation alternatives not provided by the Concessionaire under this Agreement.

- B. Concession Manager - Concessionaire hereby designates Michelle Byrne to serve as its Manager and sole point of contact (the "Concession Manager").
 - 1. Concessionaire authorizes the Concession Manager to act for it in directing, coordinating and administering all aspects of the services

provided under this Agreement. The Concessionaire agrees that the Concession Manager shall devote whatever time is required to manage the Concession satisfactorily. The Concessionaire further agrees not to change the Concession Manager or the location or duties assigned to the Concession Manager, without prior written consent of the Authority. The Concessionaire's Management Plan (as described below) must contain a detailed description of the Concession Manager's duties.

Concessionaire also designates Michael Griffin to serve as Alternate sole point of contact when the Concession Manager is unavailable. Concessionaire may replace either the Concession Manager or the alternate at any time by providing five (5) business days advance written notice to Authority.

2. Concessionaire agrees that the Concession Manager or alternate will be on-site for a minimum of at least 25 hours per week.
3. The Concessionaire agrees, within fourteen (14) calendar days of receipt of a written request from the Authority, to promptly remove and replace the Concession Manager. The Authority may make such requests with or without cause.

- C. On-Site Supervision - The Concessionaire will have a designated supervisor on-site to act for the Concessionaire and supervise and direct operations and the management, maintenance and operation of the concession. Furthermore, both Concessionaire and Authority shall have a designated representative on-site during all hours of operation.

Concessionaire shall further provide Authority with emergency telephone numbers at which Concessionaire's representative may be reached on a 24-hour basis.

- D. Standards of Operation - The Concessionaire shall maintain standards of operation for the service offered to the public at least equal to the highest quality of service rendered by similar on-demand taxicab service providers at other airports in the United States. At all times the public shall be given the highest consideration in matters affecting the Concessionaire's operations.

- E. Management Plan - The Concessionaire's Management Plan is attached and incorporated into this Agreement by reference as Exhibit "D". During the term of this Agreement, Concessionaire agrees to update the

Management Plan, if directed by the Executive Director or designee, and submit such updated Management Plan for consent by the Executive Director or designee. Concessionaire shall not modify or deviate from the Management Plan without the prior written approval of the Executive Director or designee, which approval shall not be unreasonably withheld. The burden of proving compliance with the Management Plan rests with the Concessionaire. Failure to comply with the Management Plan shall be a default under this Agreement, entitling the Authority to exercise any and all available remedies.

Concessionaire's Management Plan must include at a minimum the items set out in the Request for Proposals, and such additional items as the Executive Director or designee may require from time to time.

- F. Personnel - Concessionaire shall at all times retain qualified, competent, and experienced employees, subcontractors or independent contractors to conduct its operations. Concessionaire's employees, subcontractors or independent contractors shall be clean, courteous, efficient, and neat in appearance. Concessionaire shall not employ any person or persons in or about the premises who shall use improper language, or act in a loud, boisterous or otherwise improper manner.
- G. On-Demand Taxicab Dispatching Booth or Station and Passenger Loading Area - Concessionaire's Dispatcher or Dispatchers will staff the Taxicab Dispatching Booth or Station and serve as the taxicab starter to ascertain customer destinations, answer customer questions, and call up vehicles from the Commercial Ground Transportation Staging Lot as needed to meet customer demand. During the term of this Agreement, Authority may elect to switch from using a Taxicab Dispatching Booth to Dispatching Station(s). Dispatchers must provide the same customer service whether operating from a booth or a station.
1. The Dispatcher will oversee the line of Permitted Vehicles available for hire. The Dispatcher will direct vehicles to the Passenger Loading Area to load passengers and luggage in response to a passenger request only. No vehicle may come to the Passenger Loading Area without a request from the Concessionaire's Dispatcher.
 2. Concessionaire's Dispatcher will have primary use of the Taxicab Dispatching Booth or Station to carry out operations but not to the exclusion of Authority's Ground Transportation Agents. Authority's Ground Transportation Agents shall have access to the Booth or

Station as necessary to provide passenger information and assistance as necessary, and to oversee Concessionaire's activities.

3. Concessionaire shall not erect, display or maintain in view of the public any sign, poster, decoration or similar device on the Airport without prior written approval of the Authority. Any item not approved may be removed by the Authority at the Concessionaire's expense, provided however, nothing in this paragraph shall be construed as to prevent the display of fare schedules.

- H. Commercial Ground Transportation Staging Lot and Building - Authority may provide a Commercial Ground Transportation Staging Lot and Building for Concessionaire's Permitted Vehicles. If provided, Authority will grant Concessionaire a nonexclusive right to use these areas in common with other commercial ground transportation operators. Concessionaire shall clean and maintain the Lot in a clean and presentable manner, reasonable wear and tear excepted, at its sole expense. Authority shall clean and maintain the Commercial Ground Transportation Staging Building.

Vehicles may not be left unattended in the Commercial Ground Transportation Staging Lot. Unattended means the driver is not with the vehicle, somewhere in the Lot or inside the Commercial Ground Transportation Staging Area Building. All vehicles must be attended and no overnight parking without prior written approval from the Authority is permitted.

The Concessionaire will evaluate the use of a remote staging area or use of technology to allow drivers to be in the Commercial Ground Transportation Staging Lot only when necessary, without an excessive number of vehicles being on-site and creating lengthy queue times.

The on-site gas station and Cell Phone Lot are not acceptable locations for vehicle staging. Concessionaire shall limit the time its vehicles are in those facilities to periods when the driver is utilizing the services of the facility.

15. Disabled Passenger-Accessible Vehicles

- A. Vehicle Availability - The Concessionaire shall ensure that at least two (2) appropriately equipped vehicles are readily available to the Airport for purposes of transporting disabled persons and may park these vehicles at the Airport until they are needed. Such vehicles shall be operated by an appropriately trained driver. Fares to the public for the use of these vehicles shall be at the same rates as approved for other vehicles in the Core Fleet.

In the event that all of the assigned vehicles are in use, the Concessionaire shall use its other available resources to ensure that taxicab service for transportation of disabled persons is available at all times. The provisions of this Section are in addition to (and not a limitation of) any other requirements that may be imposed by applicable federal, state, or local laws or regulations, including without limitation, the Americans with Disabilities Act of 1990, and Title II and III Code of Federal Regulations, Parts 27 and 37.

- B. Passenger Assistance - The Concessionaire agrees that it shall provide assistance to passengers who are using wheelchairs, when such passengers are entering and exiting the Disabled Passenger-Accessible Vehicles.

16. Child Safety Seats

Concessionaire must provide child safety and booster seats upon request and at no charge to passengers. Concessionaire must stock seats for each child size and train its dispatchers in the use of each type of seat. Concessionaire should require each child's parent or guardian to sign a hold harmless and liability waiver that also names and holds the Authority harmless before use of a seat is allowed.

17. Disputes

- A. Authority Disputes. The Authority shall have the right to make reasonable objections to the Concessionaire as to the quality and appearance of all Permitted Vehicles, the character of the service rendered to the public, and the appearance and condition of the Operations Areas and all other aspects of its operation of on-demand taxicab service at the Airport. Concessionaire agrees to promptly discontinue or remedy any such objectionable practice.
- B. Other Disputes. Concessionaire must create a system to address any other grievance, dispute or passenger complaint. This system must identify the complainant, initiate an investigation as warranted, and present a resolution of the complaint for approval by the Authority. The Concessionaire is responsible to the Authority for satisfactory resolution of public complaints. The Concessionaire must report any complaints and resolution or response to the complaint to the Authority within three business days of receipt of the complaint.

18. Drivers

A. Driver Requirements - While operating under this Agreement, Concessionaire shall provide Authority with a statement certifying that it has verified the following requirements have been met for each taxicab driver in order for that driver to apply for a Commercial Ground Transportation Driver's Permit:

1. That the driver is at least 18 years of age.
2. That the driver is legally authorized to work in the United States.
3. That the driver holds a valid driver's/operator's license issued by the State of Florida and that the license has not been suspended or revoked.
4. That the driver is permitted to operate a taxicab under the Lee County Taxicab and Livery Ordinance, No. 15-05, or as amended, renumbered or replaced.
5. That the driver can adequately speak and understand conversational English.
6. That the driver has received the annual training described in Section 13.G, Concessionaire's Management Plan (Exhibit D), and as may be required by Authority from time to time.
7. That the driver has passed a mandatory driver screening, an Authority-approved background check and drug test and is also a participant in Concessionaire's random drug test program.

B. Commercial Ground Transportation Driver Permits - Concessionaire's drivers shall obtain a Driver's Permit, issued by Concessionaire pursuant to the Authority's Ground Transportation Policy, before working on the Airport. Permits must be in a format approved by Authority. At a minimum, all Driver Permits must include: driver's name, a color photograph, company logo, company name and other pertinent information. All Driver Permits must be located in the vehicle so that they are readily visible to passengers. Concessionaire must request authorization from Authority before issuing any Driver Permit.

1. During the initial term of this Agreement Concessionaire shall obtain and pay for an approved commercial or law enforcement agency

background investigation report and drug test for each prospective driver and submit that report to the Executive Director, or designee, for review, as part of each Driver Permit Application. Background reports must be from a source previously approved by the Authority's Operations Department and shall include, as a minimum, a state and local criminal history report. Concessionaire shall also submit a national report and a state report for each state where an applicant has lived, if the applicant has lived outside of Florida, in the previous ten (10) years.

Separate sexual offender/child molester reports will be required if not expressly included in the base criminal history reports. Finally, motor vehicle reports and drug tests will be required for all applicants. If Concessionaire's commercial background source provides "comprehensive" background checks, these reports must be included for all applicants.

The parties acknowledge that Lee County has adopted a Taxicab and Vehicle for Hire Ordinance, No. 15-05, that require Background checks for all taxicab and vehicle for hire drivers to be administered by the Lee County Tax Collector's Office.

Concessionaire's drivers are required to apply for a driver identification card, as described in the ordinance, and submit to a background check as may be required. Drivers who do not comply with the County Ordinance will not be permitted to operate a taxicab under this Agreement.

2. Concessionaire recognizes that the Authority may refuse Ground Transportation driving privileges to any driver who fails to submit sufficient information to meet the requirements of this Agreement.
3. Concessionaire recognizes that the Director of Operations, or his or her designated representative, has the authority to suspend or revoke the driving privileges of any Concessionaire's drivers at any time and for any reason set out in the Ground Transportation Policy.
4. If a Driver wishes to terminate her or his employment with Concessionaire; the Concessionaire terminates a Driver's employment; or the Authority suspends or revokes a Driver's driving privileges, then Concessionaire shall notify the Authority and retain and cancel the Driver Permit.

5. Every Permitted Vehicle driver shall have his/her Driver's Permit visibly displayed on the exterior of the Driver's blouse or shirt or in his or her vehicle at all times when on duty, and shall produce it upon demand of any passenger, Authority employee, or Airport, County, or State law enforcement officer. The Concessionaire's Management Plan should state the exact location and means for Driver's Permits to be displayed.
- C. Driver Conduct and Appearance - Concessionaire's employee, subcontractors and representatives shall be clean, neat in appearance, and courteous at all times, and be appropriately attired in a uniform standard of apparel or clearly described dress code previously approved by the Authority. T-shirts, ball caps, shorts and open-toed shoes are prohibited.
 - D. Replacement of Drivers - Concessionaire will replace any driver who in the judgment of the Authority exhibits poor standards of appearance or hygiene or who appears to be impaired by substance abuse or fatigue. Such drivers will not be allowed to board passengers.

19. Indemnification

Neither Lee County, the Authority nor any commissioner, officer, agent or employee of either shall be responsible or liable for any loss, damage or destruction of any property of Concessionaire or of its agents, servants, employees, subcontractors, independent contractors, customers, passengers or invitees occurring upon Airport property or arising out of Concessionaire's activities hereunder or for injury to, or the death of any person who is an agent, servant, employee, subcontractor, independent contractor, customer, passenger, or invitee of Concessionaire occurring upon Airport property or arising out of Concessionaire's activities hereunder. Concessionaire shall indemnify hold harmless and defend, Lee County and the Authority and all persons or agencies listed above, from any judgments, compensatory or punitive in nature, obtained by anyone for personal injury, death or property damage sustained because of any of Concessionaire's permitted activities and shall pay all expenses, including costs and attorneys' fees, in defending against any such claim made against the Authority or any of the persons or agencies above enumerated; provided, however, that Concessionaire shall not be liable for any damage, injury, loss, or death occasioned by intentional acts of the Authority, its agents or employees. Concessionaire shall give Lee County and the Authority prompt and timely written notice of any claim made or suit instituted arising out of Concessionaire's activities hereunder.

20. Sovereign Immunity

Proposer acknowledges and agrees that by entering this Agreement, Authority and Lee County, Florida, do not waive their sovereign immunity and nothing herein shall be interpreted as a waiver of the rights of either of them, including the limitation of waiver of immunity set out in Section 768.28, F.S., and each expressly reserves these rights to the fullest extent allowed by law.

21. Insurance

During the term of this Agreement, Concessionaire 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 Concessionaire must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager.

The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to Authority, on a timely basis, if required by Authority. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. These Certificates and policies shall contain provisions that advance written notice by registered or certified mail shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, Concessionaire shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of Concessionaire shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to this Project and shall include a waiver of subrogation in favor of Authority.

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

A. Insurance Required

Before providing any services under this Agreement, Concessionaire shall procure and maintain insurance of the types and to the limits specified in paragraphs C. through E., inclusive below. All liability insurance policies obtained by Concessionaire to meet the requirements of this Agreement, shall name Authority as an additional insured as to the operations of Concessionaire under this Agreement shall be primary and noncontributory, and shall contain the severability of interests provisions. Insurance coverages shall also contain a waiver of subrogation in favor of Authority. If Concessionaire's policy limits exceed the limits set out below, Concessionaire will make the entire policy limit available to Authority. Limits of Liability carried by any subcontractor to the Concessionaire must be the same as those required of the Concessionaire.

B. 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:

C. Commercial General Liability Insurance

Concessionaire must maintain Commercial General Liability Insurance. Coverage shall include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Property Damage, Products and Completed Operations coverages. Limits of coverage shall not be less than the following:

Operations/Premises Coverage	\$2,000,000 per occurrence
Products/Completed Operations Aggregate	\$2,000,000 per occurrence
Contractual Liability Coverage	\$2,000,000 per occurrence
Personal and Advertising Injury	\$2,000,000 per occurrence

D. Automobile Liability Insurance

Concessionaire must maintain a business automobile liability insurance policy for all hired, scheduled and non-owned vehicles operating on Airport property, which includes bodily injury and property damage and contractual liability with limits of not less than:

Either:

- \$250,000 per person for bodily injury
- \$500,000 per accident for property damage

Or:

\$500,000 Combined Single Limit – Bodily Injury and Property Damage

When Concessionaire requests permission to use Temporary Substitute Vehicles, the request must include a list of the proposed substitute vehicles and proof of insurance coverage for each vehicle that meets the coverage amounts listed above.

E. Worker's Compensation and Employers Liability Insurance

Worker's Compensation and Employers Liability Insurance shall be maintained by Concessionaire 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. Employer's Liability insurance coverage shall not be less than:

Each Accident	\$500,000
Each Disease Per Employee	\$500,000
Each Disease Per Policy	\$500,000

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

F. Certificates of Insurance

Concessionaire must use Authority's Certificate of Insurance attached as Exhibit "E", attached and incorporated herein, 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 Concessionaire's insurance representatives and must be submitted for Authority's review as to acceptability. Concessionaire's insurance agent or carrier must be licensed to provide coverage and honor claims in the State of Florida. The entire Core Fleet must be listed on a single Certificate. Supplemental or Temporary Substitute Vehicles must file insurance certificates with the Authority with coverages equal to or greater than the amounts required of the Core Fleet. If any insurance provided under this Agreement expires during the term of the Agreement, renewal Certificates of Insurance on an acceptable form and certified, true copies of the renewal policies, if requested by Authority, shall be furnished to Authority at least thirty (30) days prior to the date of expiration.

G. Lapse in Coverage

Should at any time Concessionaire 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 Concessionaire for any coverages purchased. Authority shall be under no obligation to purchase insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

H. Periodic Review of Insurance Coverage

Authority reserves the right to review the insurance provisions stated herein as to amounts of coverage, new types of insurance and new terms (such as combined single limit coverage). If a review indicates that Concessionaire's insurance coverage is below the Authority's then existing minimum, the Authority reserves the right to modify the insurance coverage under this Agreement. The additional insurance coverage required as a result of the periodic review can be provided through an amendment to the existing insurance policy.

22. Public Records

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

- A. Building Plans – Concessionaire 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.
- B. Airport Security Systems – Section 281.302, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority; and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

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

security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Concessionaire 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 Concessionaire'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 Concessionaire hereunder. Concessionaire shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

23. Public Records – Compliance with Section 119.0701, Florida Statutes

To the extent Concessionaire is "acting on behalf" of Authority in providing services under this Agreement, Concessionaire specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and will:

- A. 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;
- B. 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;
- C. 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
- D. Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Concessionaire 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 CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'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).

24. Assignment or Subletting Prohibited

The rights granted herein neither constitute a deed nor the grant of an easement by the Authority. Concessionaire shall not assign or transfer this Agreement, or any privilege, or license conferred by this Agreement, either in whole or in any part, or any of the rights granted by the Agreement, and any assignment shall be voidable by the Authority, unless the Concessionaire first provides a written copy of the proposed assignment and obtains the written consent of the Authority's Board of Port Commissioners to the assignment, which may be withheld for any reason or for no reason.

Any change in the ownership or control of Concessionaire by transfer of capital stock or partnership interest or otherwise will be deemed an assignment for purposes of this Section.

Regardless of Authority's consent to a proposed assignment of this Agreement, Concessionaire will remain liable for the performance of this Agreement following any assignment.

Concessionaire may subcontract the services required by this Agreement to qualified subcontractors or hire independent contractors as drivers under this Agreement without violating the terms of this Section so long as all services meet the requirements of this Agreement.

25. Incorporation of Request for Proposals and Concessionaire's Proposal

The Authority's Request for Proposals, RFP 20-04TLB, On-Demand Taxicab Concession to Serve the Southwest Florida International Airport and Concessionaire's Proposal, received February 6, 2020, are hereby incorporated by reference and made a part hereof as if set forth fully below. In the event of a conflict, the provisions of this Agreement shall control.

26. Guarantee of Performance

Concessionaire will, within fifteen (15) days of the date of this Agreement, deliver to the Authority an irrevocable letter of credit in the amount of **Two Hundred and Thirty-Five Thousand Dollars and 00/cents (\$235,000.00)**, to serve as security for the full and faithful performance by Concessionaire of all terms, covenants, and conditions of this Agreement, including but not limited to, the fees and charges to be paid during the term of this Agreement. The letter of credit shall be issued by a bank or trust company that is

acceptable to the Authority, shall permit partial drawings, shall automatically renew each year unless at least sixty (60) days advance written notice of the issuer's election not to renew is provided to the Authority, and shall be otherwise satisfactory to the Authority in form and content. If the letter of credit is not to be renewed, Concessionaire shall deliver a replacement letter of credit or other acceptable guarantee of performance to the Authority at least twenty (20) days before expiration of the current letter of credit; Concessionaire's failure to do so will constitute a breach of this Agreement and will entitle Authority to present the existing letter of credit for payment and draw same in addition to all other remedies available under this contract or at law.

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

In lieu of the irrevocable letter of credit, Concessionaire may deliver to Authority a binding guaranty of performance (performance bond), in form and substance acceptable to Authority, duly issued by a surety company which is acceptable to Authority, and authorized to do business in the State of Florida, in the amount of **Two Hundred and Thirty-Five Thousand Dollars and 00/cents (\$235,000.00)**, to serve as security for the full and faithful performance by Concessionaire of all terms, covenants, and conditions of this Agreement, including but not limited to, the fees and charges to be paid throughout the entire term of this Agreement. Such guaranty shall be in full force and effect during the term of this Agreement, provided that if initially issued for a lesser term, Concessionaire shall deliver a renewal certificate or replacement guaranty (similar in all respects to the initial guaranty) to the Authority at least thirty (30) days before expiration of the then current guaranty; failure to do so will constitute a breach and entitle Authority to collect the above amount under the existing guaranty and hold the cash as a cash security deposit, without interest, until an acceptable letter of credit or surety bond is substituted by the Concessionaire.

27. Independent Contractor

- A. No Employer/Employee Relationship - It is understood and agreed that Concessionaire is an independent contractor and that no relationship of employer-employee exists between Authority and Concessionaire. Concessionaire hereby holds Authority harmless from any and all claims that may be made against Authority based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- B. Concessionaire's Operations Separate - It is further understood and agreed by the parties hereto that Concessionaire, in the performance of its obligations herein, is subject to the control or direction of Authority merely as to the results of the services agreed to be rendered under this Agreement and not as to the means and methods for accomplishing those results. No permitted or required approval by Authority of personnel, costs, or services of Concessionaire shall be construed as making Authority responsible for the manner in which Concessionaire performs its services or for any acts, errors or omissions of Concessionaire. Such approvals are intended only to give Authority the right to satisfy itself with the cost and status of work performed by Concessionaire.
- C. Employment of Third Parties - If, in the performance of this Agreement, Concessionaire employs any third persons, such persons shall be entirely and exclusively under the direction, supervision and control of Concessionaire. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment, or requirements of law, shall be determined by Concessionaire, and Authority shall have no right or authority over such person or the terms of such employment.
- D. Employment Reporting - It is further understood and agreed that Concessionaire shall issue all applicable forms and disclosures necessary for adherence to all applicable laws for income and employment tax purposes for all of Concessionaire's assigned personnel under the terms and conditions of this Agreement.

28. Termination

The Authority may terminate this Agreement for any of the following:

- A. Concessionaire's failure to charge Airport fares and charges to customers whose trips originate at the Airport equal to or less than the fares in the established RSW Taxi Fare Zone Map and Fuel Surcharge as per the Ground Transportation Policy. Overcharging is grounds for termination of this Agreement without further notice. Said termination shall be additional, cumulative, and not exclusive of any other remedy or procedure contained in this Agreement or available in law or equity.
- B. Concessionaire's failure to promptly remit the Monthly Privilege Fee to the Authority.

- C. Concessionaire service is unsatisfactory to the Authority, but Authority may not declare Concessionaire's service to be unsatisfactory without prior written notice to Concessionaire. If the Authority deems the service rendered by Concessionaire hereunder unsatisfactory, it must notify Concessionaire in writing of the nature of its complaint(s). Examples of service deficiencies which may result in termination of this Agreement (or refusal to renew as appropriate) include, but are not limited to: (i) excessive customer complaints; (ii) absenteeism from the Airport; (iii) unacceptable equipment; (iv) failure to report for late flights; and (v) violations of Airport rules and regulations. If Concessionaire fails to correct the particular service deficiencies outlined in such notice and that failure continues for ten (10) calendar days after the date of said written notice, then the Authority may immediately terminate this Agreement.

Authority may also immediately terminate this Agreement in the event of a second similar complaint within a one-year period. In case of termination, this Agreement shall cease and expire as if the effective date of termination were the date of expiration of this Agreement.

- D. Occurrence of:
1. Concessionaire, if a corporation or Limited Liability Company, shall without the prior written approval of the Authority merge or consolidate with another entity or dissolve and remain dissolved for a period of more than sixty (60) calendar days without reinstatement;
 2. Under any authority derived from a legislative act, resolution or rule, or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all, of the property of Concessionaire, and such possession or control shall continue in effect for more than thirty (30) calendar days;
 3. A lien is filed against the Airport premises because of any act or omission of Concessionaire, and such lien is not removed within thirty (30) calendar days;

4. Concessionaire shall voluntarily abandon, desert, vacate or cease its operations on the Airport for a period of five (5) consecutive days;
 5. Concessionaire shall fail to pay the sums due hereunder punctually and when due to the Authority; or
 6. Concessionaire, its agents, servants, or employees, shall permit on the premises, and during the operation of its business, any act or acts, held to be illegal or immoral, under any Federal, State, or local law whether by Statute, Ordinance, Resolution or Order.
- E. In the instances set forth in subparagraphs 4.D (1) through (6) above, the Authority shall, before declaring a termination hereof, give written notice to cure the default to Concessionaire, and should such failure continue for ten (10) calendar days after the giving of said written notice, the Authority may immediately terminate this Agreement. Upon termination pursuant to this paragraph, this Agreement shall cease and expire as if the effective date of termination stated in the notice was the date originally stated herein for the expiration of this Agreement.
- F. For any other reason, or no reason, upon thirty (30) calendar days written notification of termination to Concessionaire.

29. 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 Concessionaire 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.

30. 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 21, 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 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 or supplies under the 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.

31. Waiver

- A. No acceptance by the Authority of fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants, and conditions to be performed, kept or observed by Concessionaire shall be deemed a waiver of any right on the part of the Authority to terminate this Agreement.
- B. No waiver by the Authority of any default on the part of Concessionaire in the performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by Concessionaire shall be construed to be a waiver by the Authority of any other or subsequent default in performance of any terms, covenants, or conditions hereof to be performed, kept or observed by Concessionaire.

32. Compliance With Regulations

Concessionaire shall promptly observe, comply with and execute the provisions of any present and future law, rule, regulation, requirement, order, instruction, or direction that may pertain or apply to the operations of Concessionaire on the Airport.

33. TSA and FAA Security Requirements

- A. General Requirements - Concessionaire agrees to observe all security requirements and other applicable requirements of the Federal Aviation Regulations, including, without limitation 49 CFR Part 1542, as they may be amended from time to time. The Concessionaire agrees to comply with the Airport Security Program, and amendments thereto, as approved by the Federal Aviation Administration and/or TSA. The Concessionaire agrees to take such steps as may be necessary or directed by the Authority to insure that employees, contractors, agents, invitees and guests observe the requirements of the applicable Federal Aviation Regulations and the Airport Security Program. If, as a result of the acts or omissions of Concessionaire, its employees, contractors, agents, invitees or guests, the Authority incurs any fines and/or penalties imposed by the Federal Aviation Administration or the TSA, or any expense in enforcing these, and/or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay and/or reimburse to Authority all such costs and expenses, including all attorneys' fees, costs of administrative proceedings, court costs, and all costs incurred by Authority in enforcing this provision. Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined as such by the Authority or the Federal Aviation Administration or the TSA. In the event Concessionaire fails to remedy any such deficiency, the Authority may do so at the cost and expense of Concessionaire. The Authority reserves the right to take whatever action may be necessary to rectify any security deficiency or other deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement.
- B. Security Violations - Concessionaire agrees that it will indemnify and hold harmless Authority from and against, and agrees to pay or reimburse Authority for, any fine levied by the United States Federal Aviation Administration (FAA) or the TSA against Authority for any violation of federal airport security regulations caused by or attributable to Concessionaire or its directors, officers, subcontractors, employees or agents. Concessionaire further agrees that any violations of the Security Plan which result in fines to the Authority by the FAA or the TSA, and which are caused by Concessionaire, its directors, officers, agents, contractors or employees,

will be assessable to Concessionaire by Authority, will be deemed to be additional fees and charges and shall be payable to Authority immediately upon invoice.

34. General Provisions

- A. Federal Aviation Act Section 308 - Nothing herein contained shall be deemed to grant the Concessionaire any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, the Concessionaire shall have the right to operate at Airport under the provisions of this Agreement.

- B. Reservation of Rights - Nothing contained in this Agreement shall grant to the Concessionaire any rights whatsoever in the air space above the Airport. In that regard, the Authority reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, demolition or removal of structures upon the Airport premises, together with the right to prevent the Concessionaire from erecting or permitting to be erected any structure at the Airport which, in the opinion of the Authority, would limit the usefulness of or interfere with the operations at the Airport or constitute a hazard to aircraft.
 - 1. Airspace - The Authority reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Airport, together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.
 - 2. Height - Concessionaire shall restrict the height of structures, objects of natural growth and other obstructions on any areas it occupies to a height that complies with all provisions of this Agreement and all applicable Federal Aviation Regulations, including but not limited to, Part 77.
 - 3. Utility Easements - Authority reserves the right to maintain such utility easements and/or licenses on the Operational Areas as may now or in the future be determined to be necessary to serve the needs of the Airport, and the Concessionaire agrees to provide services under this Agreement subject to said easement and/or license

requirements. Such easements and/or licenses will be used for, but not limited to, the installation of water distribution, sewage collection, underground electrical and telephone conduits, above-ground street lighting and power poles.

- C. Subordination - This Agreement, and all provisions hereof, is subject and subordinate to the terms and conditions of the instruments and documents from the United States of America under which Lee County and Authority acquired and constructed the Airport, and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the Authority and the United States Government relative to the operation or maintenance of the Airport, the expenditure of federal funds for the leasehold improvements or development of the Airport, including, without limitation, the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. In addition, this Agreement is subordinate and subject to the Revenue Bonds and the provisions of all resolutions heretofore and hereafter adopted by the Authority in connection with any other revenue bonds issued by the Authority with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation or assignment made at any time by Authority to secure any such bonds.
- D. Waiver of Claims - The Concessionaire hereby waives any claim against Authority and its officers, commissioners and employees for any consequential damages, including without limitation any loss of anticipated profits, caused by: (a) any failure of the Authority to comply with any obligations hereunder; (b) any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof; or (c) by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same or any part thereof, from being carried out; or (d) any change in the operation or configuration of, or any change in procedures governing the use of, the Airport. Notwithstanding the foregoing, this waiver of claims shall not apply to any wrongful termination of this Agreement by the Authority, or to any condition described by subparagraph (a), if the condition is due to the sole fault of the Authority, and: (i) the Authority has failed to cure such condition within forty-five (45) days following written notice of same from the Concessionaire; or (ii) if such

condition is not capable of being cured within said forty- five (45) day period, the Authority has failed to commence to cure said condition within said period.

- E. Right to Develop Airport - It is further covenanted and agreed that the Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways, access roads and other areas as it may see fit, regardless of the desires or views of the Concessionaire and without interference or hindrance by Concessionaire.
- F. Right to Amend - In the event that the United States Government, the State of Florida, or any agency or department thereof, require modifications in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required, and upon any failure of Concessionaire to agree to any such amendments, modifications, revisions, supplements, or deletions, the Authority shall be entitled to terminate this Agreement upon thirty (30) calendar days notice to the Concessionaire.
- G. 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 Concessionaire.

Services performed by Concessionaire under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between Concessionaire 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 Concessionaire 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 Concessionaire in favor of such third parties.

35. Cumulative Remedies

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Authority at law or in equity.

36. Notices

All notices given to Concessionaire hereunder shall be given by hand delivery or United States Mail addressed to:

Michelle Byrne
MBA Airport Transportation, LLC
15501-5 Old McGregor Boulevard
Fort Myers, FL 33908

All notices to the Authority shall be given by hand delivery or United States Mail to:

LEE COUNTY PORT AUTHORITY
Executive Director
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913.

37. Non-Discrimination

Concessionaire hereby agrees that in exercising any of the rights and privileges herein granted to it that it shall not discriminate on the grounds of race, color or national origin or permit discrimination against any person or group of persons in any manner prohibited by federal law, and the Authority hereby retains the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct, to enforce this nondiscrimination covenant.

This Agreement is subject to the requirements of the U.S. Department of Transportation regulation 49 CFR Parts 23 and 26. Concessionaire agrees that it will not discriminate against any person because of race, color, national origin, sex, creed, or disability in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, management agreement, lease agreement or other agreement covered by 49 CFR Parts 23 and 26.

Concessionaire agrees to include the above statements in any subsequent concession agreement, or contract covered by 49 CFR Parts 23 and 26, that it enters and cause those businesses to similarly include the statements in further agreements. Concessionaire, for itself, successors, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin, sex, creed, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of facilities covered by this Agreement, (2) that in the construction of any improvements on, over, or under Airport land and the furnishing of services thereon, no person on the grounds of race, color, or

national origin, sex, creed, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Concessionaire shall use the premises in compliance with all other requirements imposed by or 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, and as said Regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Agreement and re-enter as if said Agreement had never been made or issued; but this provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

38. ACDBE Participation In Contract

To assist Authority in its obligations to periodically report certain information to the FAA and/or DOT, Concessionaire shall periodically report and provide such data and information to the Authority as the Authority requests related to the participation of certified Airport Concession Disadvantaged Business Enterprises (ACDBEs), as defined in 49 CFR Part 23, in its concession. Such information may include, but not necessarily be limited to:

- (A) The names and addresses of ACDBE firms that participate in Concessionaire's concession or that supply goods or services to the concession;
- (B) A description of the work that each ACDBE performs;
- (C) The dollar amount of the participation of each ACDBE firm; and
- (D) Written and signed confirmation from the ACDBE that it is participating in the concession.

39. Venue

Venue for any action arising from this Agreement shall be in Lee County, Florida.

40. Attorneys' Fees

In the event the Authority shall institute and prevail in any action for the enforcement of any of its rights hereunder, Concessionaire will pay to the Authority such

reasonable attorneys' fees as determined by the Court, in addition to any other damage recoverable in such action.

IN WITNESS WHEREOF, the Authority has caused these presents to be executed in its name by its authorized representative, and Concessionaire has hereunto caused these presents to be executed in their name, all the day and year first above written.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

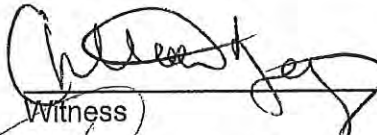
By: _____
Chair or Vice Chair

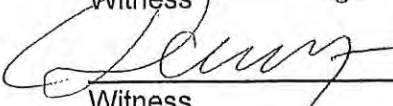
Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

MBA AIRPORT TRANSPORTATION,
LLC, CONCESSIONAIRE



Witness


Witness



Signature
By: Michelle Byrne
Printed Name
Owner
Title

SEAL

EXHIBIT "A"

CORE FLEET VEHICLES

MBA VEHICLE LIST

Vehicle # (MBA #)	VIN #	YEAR	MAKE/MODEL	TRANSPONDER NUMBER	LICENSE PLATE	ADA Access (Y/N)	LCPA PERMIT #	SEATING CAPACITY
101	1FAHP2E8TGG107367	2016	Ford Taurus	23876603100	KYPQ31	N	1010	3
102	1FBZX2ZM2GKA44069	2016	Ford Transit 350	66116803100	Y88GDY	N	1030	10
103	KNDMB5C12H6219063	2017	Kia Sedona	64277103107	DLAL96	N	1001	6
104	2C3CCAAG9FH818101	2015	Chrysler 300	62543103105	GVAY67	N	979	4
106	57WMD1AG4EM100449	2016	Movt ADA Equip	28596403109	GCCB78	Y	936	3
107	JN8AE2KP7G9155750	2016	Nissan Quest	59353803109	GVAY68	N	948	6
108	2C4RDGCG4ER214094	2014	Dodge Caravan	60980703104	GCEW66	N	932	6
109	1FBNE3BL3EDA71097	2014	Ford E350 Van	26207503100	GRVZ90	N	947	11
110	IGA2GPGF6G1212825	2016	Chevy Express	63841903103	IBHQ60	N	1006	10
111	KNALN4D73G5216464	2016	Kia Cadenza	66695403104	FFQ281	N	1009	4
112	1FBZX2ZMXHKA50283	2017	Ford Transit 350	59025703106	KYNS45	N	1014	10
113	KNDMB5C1066164160	2016	Kia Sedona	64666903101	MBA846	N	1041	6
114	KNDMB5C15H6266880	2017	Kia Sedona	65844603105	DKZQ42	N	998	6
117	JN8AE2KP4G9150313	2016	Nissan Quest	62368703108	HANY23	N	952	6
118	1FBZX2ZM8GKA92014	2016	Ford E350 Van	66926703106	HPNC62	N	1042	10
119	KNDMB5C11G6111466	2016	Kia Sedona	67683203102	M183ZM	N	960	6
120	4T1BF1FK3EU446483	2014	Toyota Camry	25326403100	Y64DLD	N	984	3
121	2C4RDGCG6ER155517	2014	Dodge Caravan	60947903105	GCCU83	N	1024	6
122	KNDMG4C77E6553455	2014	Kia Sedona	61980503105	GRTR80	N	944	6
201	KNDMC5C17G6184855	2016	Kia Sedona	23798403107	507QRG	N	1032	6
202	2C4RDGBG4GR114713	2016	Dodge Caravan	26176403100	KTSD06	N	1046	6
203	KNDMH4C70E6592823	2014	Kia Sedona	23796303104	LMK B17	N	1027	6
204	KNDMB5C11G6174230	2015	Kia Sedona	430796901106	Y27WVT	N	1016	6
206	2C4RDGBG5ER405976	2014	Dodge Caravan	23796503102	KUZB32	N	1023	6
207	2C4RC1BG2ER258873	2014	Chrysler Town & Country	23796603101	CMKZ95	N/N	1011	6
208	2C4RDGBG5GR348472	2019	Dodge Caravan	23876303103	GQSR05	N	1045	6
209	KNDMG4C77E6586990	2014	Kia Sedona	23796803109	Y94UWU	N	1026	6
210	KNDMG4C74E6540386	2014	Kia Sedona	23798203109	877RDJ	N	1004	6
211	KNDMA5C10F6022151	2015	Kia Sedona	23799703101	IVSA70	N	993	6
212	KNDMB5C10F6061948	2015	Kia Sedona	23797003104	ITSU21	N	988	6
213	KNDMB5C13G6093388	2016	Kia Sedona	23876103105	IVVA99	N	1036	6
214	KNDMB5C10F653610	2015	Kia Sedona	23797203102	IKAI39	N	991	6
215	2C4RDGCG8ER242383	2014	Dodge Caravan	23797903105	Y36BJB	N	1034	6
216	2C4RCIBA0FR544463	2015	Chrysler Town & Country	23797403100	IXUE12	N	1040	6
217	KNDMG4C73E6556529	2014	Kia Sedona	23712503102	JDSZ93	N	1039	6
218	57WMDIA61EM100800	2014	Movt ADA Equiped	23799503103	IHW81	Y	1035	5
219	2C4RDGBG0FR612891	2015	Dodge Caravan	23876203104	HFSY22	N	985	6
220	KNDMG4C7XE6588345	2014	Kia Sedona	23798903102	IE62CV	N	1013	6
221	5TDZ23DC4HS775476	2016	Toyota Sienna	63693003107	KMHC55	N	1002	6
222	2C4RDGBG7FR623130	2015	Dodge Caravan	23799003108	IQ91VL	N	1047	6
223	KNDMC5C3G6107691	2016	Kia Sedona	26176503109	CWQH04	N	1049	6
302	1FBZX2ZM1FKA33496	2015	Ford Transit	25134103104	CQLA35	N	1022	10
303	5XXGN4A75FG496102	2015	Kia Optima	25068803105	DSMR05	N	1038	5
304	KNDMA5C15G6124627	2016	Kia Sedona	25068303100	IE51JA	N	1008	3
305	1C3CCBAB9EN123701	2014	Chrysler 200	25067003106	DSMR04	N	989	3
306	1FBZX2ZM0FKA24949	2015	Ford Transit	25134503100	Y68QLH	N	987	10

MBA VEHICLE LIST

Vehicle # (MBA #)	VIN #	YEAR	MAKE/MODEL	TRANSPONDER NUMBER	LICENSE PLATE	ADA Access (Y/N)	LCPA PERMIT #	SEATING CAPACITY
308	KNDMB5C11F6034015	2015	KIA Sedona	25067803108	BHNY58	N	962	6
309	KNDMA5C1XG8125787	2016	Kia Sedona	25068903104	NMFEO1	N	1007	6
310	2C4RC1BG4GR214858	2016	Chrysler Town & Country ADA	25068203101	BHNY59	Y	1043	5
311	2C4RDGCG7HR546499	2017	Dodge Caravan	25133803100	NQLH02	N	1048	6
312	KNDMA5C14G6125770	2015	Kia Sedona	25068003103	573MMJ	N	929	6
313	KNDMA5C11G6207228	2016	Kia Sedona	25067903107	842XCX	N	956	6
316	4T1BF1FK5FU008162	2015	Toyota Camry	25134003105	776TUP	N	1025	4
317	1N4AL3AP1FC174018	2015	Nissan Altima	25067303103	CQKG94	N	1044	4
318	KNDMA5C10G6125779	2016	Kia Sedona	24688003104	EYFP33	N	938	6
319	KNDMB5C11F6075471	2015	Kia Sedona	25067503101	HYBA36	N	983	6
320	KNDMB5C18G6180512	2016	Kia Sedona	25068603107	Z43CZB	N	1051	6
321	KNDMA5C18G6207226	2016	Kia Sedona	25067103105	LXBE50	N	958	6
400	5XXGT4L39JG220143	2018	Kia Optima	68791603109	LZBL43	N	1056	5
422	1FB5538L6EDA00326	2014	Ford Club Wagon	25396503102	337RUQ	N	995	10

Exhibit A-1 Core Fleet Vehicle List Updates

Use this Form to Update the Core Fleet Vehicles

* Required

1. Email address *

2. Type of Change *

Mark only one oval.

Addition

Deletion

Update to Transponder

3. Vehicle Number *

4. VIN Number *

5. Year *

6. Make & Model *

7. Transponder Number *

8. License Plate Number *

9. ADA Accessible Vehicle *

Mark only one oval.

Yes

No

10. LCPA Permit Number *

11. Seating Capacity *

12. Vehicle Type *

Mark only one oval.

Sedan

Van

Other: _____

EXHIBIT "A-2"

TEMPORARY PERMITTED VEHICLE REPLACEMENT REQUEST FORM

INITIAL REQUEST AND ISSUANCE

DATE:	RESPONSIBLE PERSON:
MBA PERMIT #	
VEHICLE INFORMATION (YEAR, MAKE, MODEL)	
DATE OF REQUESTED REPLACEMENT	
REASON FOR THE REQUEST AND POTENTIAL DURATION	
GT CONTACTED • DATE • GT AGENT NAME	
INSPECTED BY BOOTH • DISPATCHER NAME • RESULTS	
INSPECTED BY GT • GT AGENT NAME • RESULTS	
TEMPORARY # ISSUED BY MBA	

RETURN

DATE:	RESPONSIBLE PERSON:
TEMPORARY # RETURNED TO MBA	
RE-INSPECTED BY MBA • DISPATCHER NAME • RESULTS	
RE-INSPECTED BY GT • GT AGENT NAME • RESULTS	

EXHIBIT "B-1"

RSW Taxi Fare Zone Map and Descriptions

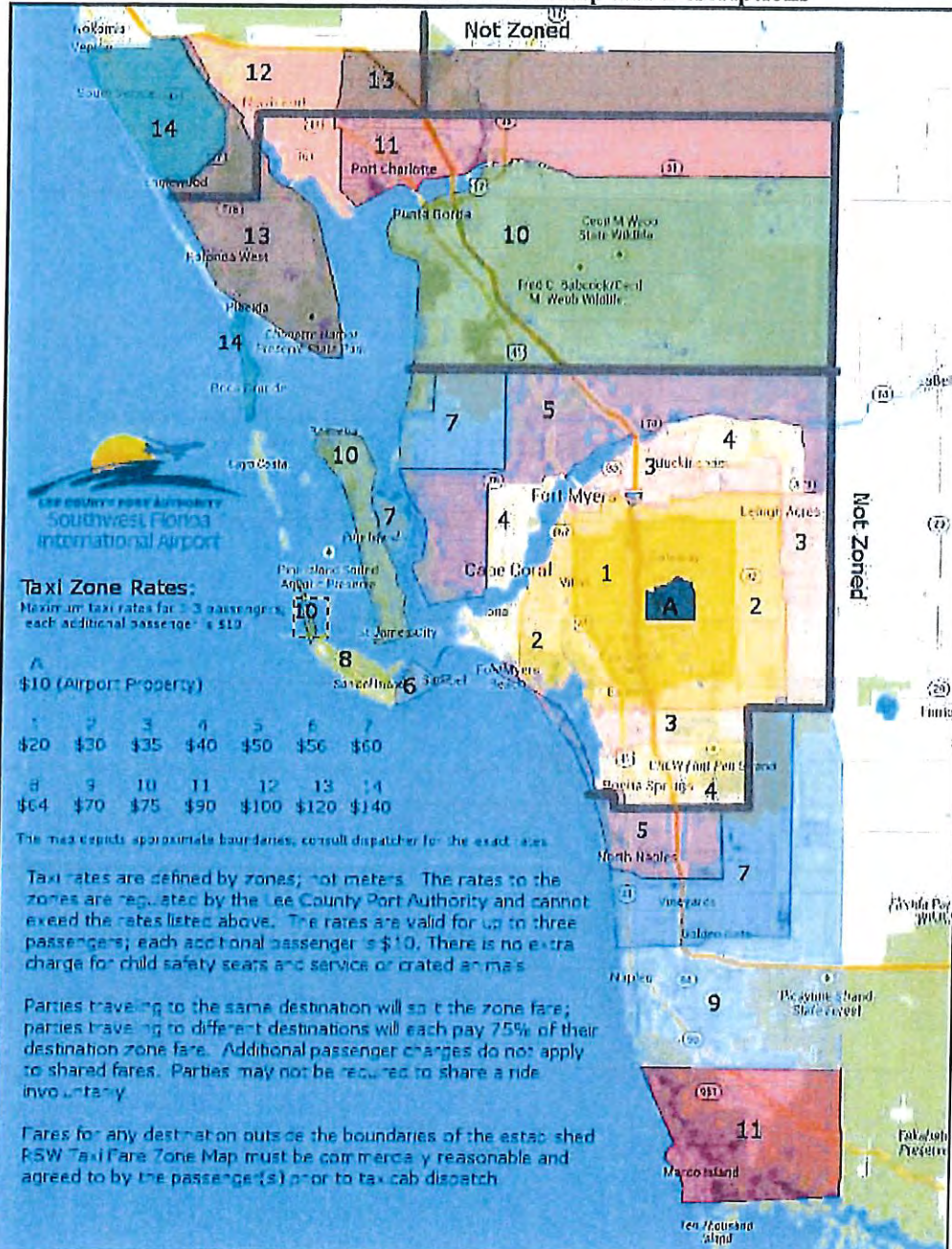


EXHIBIT "B-2"

RSW TAXI FARE ZONE MAP DESCRIPTIONS

The following rates are based on roughly \$2.00 per mile. The existing fuel surcharge sliding scale accommodates increases needed for escalation in fuel costs.

A) \$10.00- Airport Area

All LCPA's Southwest Florida International Airport Property, e.g. Cell Lot, PrivateSky.

1) \$20.00- Neighboring Airport Area

Extending from the LCPA's Southwest Florida International Airport Property to:

- Northern border: Colonial Blvd. and continuing on to Lee Blvd.
- Western border: Hwy. 41 from Colonial to Corkscrew
- Southern border: From Lehigh, Corkscrew Road 41
- Eastern border: Sunshine Blvd. S to Green Meadows Road, extending from that line to Corkscrew (Burgundy Farms Road included in this zone)

2) \$30.00- Fort Myers/West Lehigh

Extending from the \$20.00 Neighboring Airport Area to:

- Northern border: East 12th Street continue to West 12th Street then Sunshine Blvd. N until 31st SW where a straight line will go from here to Homestead Road to Buckingham Road until 82. 82 and continue on Dr Martin Luther King Jr Blvd. until Veronica S Shoemaker Blvd. Follow Veronica S Shoemaker Blvd. until Hanson Street then Hanson Street until Cortez Blvd. and over to Alhambra Drive until reaching the Caloosahatchee River.
- Western border: the Caloosahatchee River until Palmetto Point (Palmetto Point community is not in this zone, but Town and River is) to McGregor Blvd. until Pine Ridge Road. Pine Ridge Road until it would turn after Safety Lane then straight to the bay (no roads off of Bayside Blvd./Lane are included in this zone).
- Southern border: from the bay to W Bay Blvd. at the roundabout to Williams Road until Three Oaks Pkwy. to north of the community which would be cut in half (Corkscrew Woodlands) then back to directly across from Williams Road (and below the adjacent communities - Stoney Brook, Island Club and Wild Cat Run) straight to Big Lou Road to Six LaFarms Road down to Dusty Lane then following the dirt road to Carter

Road up to Estero Pines Road as far as Lazy D Farm Road.

- Eastern border: Lazy D Farm Road to straight up to Troyer Brothers Road until 82, 82 over to Homestead Road S. Homestead Road S until Sunrise Blvd. to Richmond Avenue S and continue to Richmond Avenue N until East 12th Street.

3) \$35.00- Estero/City of Fort Myers/East Lehigh

Estero:

- Northern border: Extending from the \$30.00 area
- Western border: Caloosahatchee River
- Southern border: From the bay to Pelican's Nest Drive to Hwy. 41, Hwy. 41 to Strike Lane then straight line to intersecting point off of Arby Lane (Eastern Boundary) (This zone should not include any homes off of Trost Blvd.)
- Eastern border: Arby Lane and continue straight South until prior to Pioneer Road (Pioneer Road is not in this zone.)

Lehigh:

- Northern border: East 12th Street then straight to the County Line
- Western border: Extending from the \$30.00 area
- Southern border: County Line and then straight to next adjacent County Line
- Eastern border: County Line

City of Fort Myers:

- Northern border: Greenbriar Blvd. then straight over to the end of Sunshine Blvd. N until 61st Street W then over to the end of Cemetery Road to Buckingham Road up to Palm Beach Blvd. until SR 31, SR 31 to the Caloosahatchee River
- Western border: Caloosahatchee River
- Southern border: Extending from the \$30.00 area
- Eastern border: Richmond Avenue N

4) \$40.00 - SE Cape Coral/Iona/Bonita/North Lehigh/East Ft Myers

Cape Coral:

- Northern border: Hancock Bridge Pkwy. until 41 and 41 to the Caloosahatchee River
- Western border: From Hancock Bridge Pkwy., Santa Barbara Blvd. leading into the intersection canal until the Caloosahatchee River is reached
- Southern border: Caloosahatchee River
- Eastern border: extending from the \$30.00 area

Iona:

- Northern border: Caloosahatchee River
- Western border: prior to the Sanibel toll (includes Sanibel Harbour Resort)
- Southern border: bay prior to the first bridge at Hurricane Pass (San Carlos Island is not included in this zone)
- Eastern border: extending from the \$30.00 area (includes, Gulf Harbour and Palmetto Point)

Bonita: (includes all of Quail West, Bonita Bay and Citrus Park)

- Northern border: Extending from the \$35.00 area
- Western border: the bay north of the Imperial River
- Southern border: the county line
- Eastern border: from the \$35.00 area to Pioneer Road turning into Poor Man's Pass

North Lehigh/East Ft Myers:

- Northern border: Caloosahatchee River
- Western border: Extending from the \$35.00 area
- Southern border: Extending from the \$35.00 area
- Eastern border: 884 aka Joel Blvd. and extending straight to the Caloosahatchee River

5) \$50.00- Bonita/Fort Myers Beach Area (Estero Island and San Carlos Island) and Cape Coral/N. Fort Myers/Alva

Cape Coral/N. Fort Myers/Alva:

- Northern border: Lee County Line to an intersecting point north of Andalusia Blvd. Andalusia Blvd. down to Tropicana Pkwy. W to the bay
- Western border: Bay prior to Matlacha Pass (the bridge to the West of Shoreline Drive)
- Southern border: Extending from the \$40.00 and \$35.00 area
- Eastern border: Lee/Hendry County Line

Bonita and Fort Myers Beach Area (Estero Island and San Carlos Island):

- Northern border: extending from the \$40.00 area
- Western border: Gulf of Mexico
- Southern border: from the Gulf to Vanderbilt Beach Road
- Eastern border: 951 into Plateau Road continuing straight to Village Walk Ct. (entire community in this zone, regardless of side of the street) then Vincent Road until intersecting with the \$40.00 zone

6) \$56.00- 1st half of Sanibel

After the toll and the entire island east of Tarpon Bay Road (includes the toll)

7) \$60.00- Naples/Porpoise Point Island/Northwest Cape Coral

Porpoise Point Island West of Matlacha Pass and East of Pine Island/Pine Island Creek (includes tolls)

Naples Area:

- Northern border: Extending from prior zones (\$50.00, \$40.00, \$30.00)
- Western border: Gulf of Mexico
- Southern border: Golden Gate Pkwy. to 25th Avenue SW to Brantley Blvd. into Keane Avenue turning back into Brantley Blvd. and continuing straight to the intersecting point of the eastern border
- Eastern border: Wilson Blvd. N extending North to the \$35.00 border and Wilson Blvd. S extending to an intersecting point with Brantley Blvd.

Northwest Cape Coral

- Northern border: From the bay to Caloosa Pkwy. until Burnt Store Road N, Burnt Store Road N up to the county line, then county line until the \$50.00 zone border
- Western border: Charlotte Harbour
- Southern border: Extending from the \$50.00 zone
- Eastern border: Extending from the \$50.00 zone

8) \$64.00- Second half of Sanibel

Entire island west of Tarpon Bay Road (includes the toll)

9) \$70.00- South Naples

- Northern border: extending from prior zones (\$60.00, \$35.00)
- Western border: Gulf of Mexico and \$60.00 zone
- Southern border: From the Gulf straight to Manatee Road and continuing straight until intersecting with Eastern border
- Eastern border: Everglades Blvd. to Immokalee Blvd. then over to an intersecting point with the corner of the \$35.00 zone

10) \$75.00 - Punta Gorda/Captiva/Pine Island

All of Captiva and Pine Island west of Pine Island Creek (tolls included)

Punta Gorda

- Northern border: Peace River which turns into Shell Creek until Shell Creek is north of Bronco Road then due East to the County Line
- Western border: Gulf of Mexico and Peace River

- Southern border: Extending from \$50.00 and \$60.00 zones (County Line)
- Eastern border: County Line (Hendry County)

11) \$90.00- Marco Island/Port Charlotte

Marco Island

- Northern border: Extending from the \$70.00 zone
- Western border: Gulf of Mexico
- Southern border: 134 Avenue SE
- Eastern border: Everglades Blvd. extending south to the coast

Port Charlotte

- Northern border: Hillsboro Blvd. into Veteran's Blvd. and continuing straight to the Eastern Border
- Western border: from the bay to Collingsworth Blvd. until 41, 41 over to Toledo Blade Blvd. Toledo Blade Blvd. into N Toledo Blade Blvd.
- Southern border: Peace River extending to the \$75.00 zone
- Eastern border: County Line (Glades County)

12) \$100.00- El Jobean/North Port

- Northern border: 1-75
- Western border: Myakka River
- Southern border: Extending from the \$90.00 zone
- Eastern border: N Toledo Blade Blvd. until the County Line

13) \$120.00- Rotunda/N Charlotte County

Rotunda

- Northern border: N River Road (aka 777) until 1-75 then 1-75
- Western border: Gulf of Mexico to W Dearborn Street into S River Road (aka 777), into N River Road (aka 777)
- Southern border: Placida
- Eastern border: Extending from the \$90.00 and \$100.00 zones

N Charlotte County

- Northern border: 1-75 then due East to the intersecting with Eastern Border
- Western border: Extending from the \$100.00 zone
- Southern border: Extending from the \$90.00 zone
- Eastern border: County Line (Glades County)

14) \$140.00- Boca Grande/Englewood Beach Venice/Nokomis

Entire portions of Boca Grande/Englewood Beach Venice/Nokomis islands
(includes all tolls, but excludes ferry charges)

- Northern border: 1-75 to Jacaranda Blvd. until E Venice Avenue. E Venice Avenue into W Venice Avenue until the coast
- Western border: Gulf of Mexico
- Southern border: the \$120.00 zone
- Eastern border: S River Road, aka 777 into N River Road aka 777

EXHIBIT "C"
Fuel Surcharge Chart

Fuel Range	Fuel Surcharge
\$3.00 - \$3.29	\$3.13
\$3.30 - \$3.59	\$3.45
\$3.60 - \$3.89	\$3.75
\$3.90 - \$4.19	\$4.05
\$4.20 - \$4.49	\$4.35
\$4.50 - \$4.79	\$4.65
\$4.80 - \$5.09	\$4.95
\$5.10 - \$5.39	\$5.25
\$5.40 - \$5.69	\$5.55
\$5.70 - \$5.99	\$5.85
\$6.00 - \$6.29	\$6.15
\$6.30 - \$6.59	\$6.45
\$6.60 - \$6.89	\$6.75
\$6.90 - \$7.19	\$7.05
\$7.20 - \$7.49	\$7.35
\$7.50 - \$7.79	\$7.65
\$7.80 - \$8.09	\$7.95
\$8.10 - \$8.39	\$8.25
\$8.40 - \$8.69	\$8.55
\$8.70 - \$8.99	\$8.85

$$FS = \frac{MFR - BLCF}{FAMG} * AZM$$

Where,

FS = Fuel Surcharge – The dollar amount to be added to the Taxicab Zone Rate fares by zones as necessary to compute the total zone fare.

MFR = Mid Fuel Range – The mid-point of a predetermined range of thirty cents that is used to moderate fluctuations in daily fuel price changes. See Fuel Range Table above.

BLCF = Base Line Cost of Fuel - The prevailing cost of fuel as reported by the AAA for the Fort Myers area on October 1, 2006 or the approval date of any amendment to the Taxicab Zone Rate Chart for the Southwest Florida International Airport, whichever is later.

FAMG = Fleet Average Miles per Gallon – The average miles per gallon for the Southwest Florida International Airport taxicab concession fleet as reported and approved by the Port Authority.

AZM = Average Zone Miles – The average miles by zone as reported by the Southwest Florida International Airport taxicab concessionaire and approved by the Port Authority.

The calculated surcharge for each zone will then be rounded to the nearest dollar and added to the appropriate taxicab zone rate.

Regardless of fuel fluctuations, the Executive Director, or his or her designee, may not authorize an adjustment to the fuel surcharge any more frequently than once per month.

Exhibit D
MANAGEMENT PLAN

Table of Contents

Part I: Primary Operating Procedures	3
1. Dispatch and Communication Plan	3
2. After Hours Service Response Plan	3
3. Flight, Weather and Roadway Condition Monitoring	3
4. Vehicle Inspections and Specific Standards	3
5. Staging Management Plan	5
6. Fleet Management Plan	5
7. Demand and Holiday Management Plan	6
Part II: Management Plan - Emergency Procedures	7
1. Communication Failure Plan	7
2. Dispatch Software Failure Plan	7
3. Staging Area Closure Plan	7
Part III: Management Plan - IROPS	8
1. Disruptions caused by weather	8
2. Disruptions caused by weather on the ground	8
3. Disruptions caused by weather elsewhere	8
4. Disruptions caused by congestion	8
5. Disruptions caused by diverted flights	8
Part IV: Tropical Storm/Hurricane Plan	10
1. Hurricane plan	10
2. Recovery plan	10
Part V: Safety Procedures	12
1. Personnel Safety Plan	12
2. Drug Testing Standards and Procedures	12
3. Vehicle Safety	13
4. Child Seat Safety / Safety Seat Guidelines and Procedures	13
Part VI: Customer Service	15
1. Customer Service Standard	15
2. Internal Complaints	15
3. External Inquiries	16

Exhibit D
MANAGEMENT PLAN

4. Forms/Comment Cards	16
Part VII: Personnel Standards	17
1. New Hire/Refresher Training	17
2. Code of Conduct and Mission Statement	17
3. Dress Code	17
Part VIII: Web Presence and Social Media	19
1. Web Presence	19
2. Social Media Policy	19
Exhibits	20
● Exhibit A - Logo and Marking Scheme	20
● Exhibit B - Passenger Information Sheet	21
● Exhibit C-1 - MBA Daily Inspection Summary	23
● Exhibit C-2 - MBA Vehicle Inspection Form	24
● Exhibit D - MBA Employee Handbook	27
● Exhibit E - MBA Car Seat Waiver	38
● Exhibit F - Customer Complaint Form	39
● Exhibit G - MBA Comment Card	40
● Exhibit H - MBA Drivers Welcome Guide	41

Exhibit D

MANAGEMENT PLAN

Part I: Primary Operating Procedures

Below are the typical plans that are utilized on a day-to-day operational basis. Occasionally, MBA may supplement this with additional scenario-specific plans as necessary and approved by LCPA.

1. **Dispatch and Communication Plan:** MBA will use the newest cloud-based version of Universal Tranware Dispatch software. Universal Tranware provides 24-hour tech support to MBA. The Primary work station (in Taxi Booth) is connected via a remote session to our main server which is located in a secure location off property. All MBA key personnel have the ability to monitor operations in real-time from any location using a tablet or phone. MBA will continue to use Samsung Galaxy tablets in all permitted vehicles. All tablets are equipped with two-way communication with main Dispatch, and contain fare information, mapping, and GPS.

2. **After Hours Service Response Plan:** MBA operates 24 hours a day. Once an MBA representative has been made aware of an after-hours service request, we will summon all resources through our demand and supplemental fleet to meet whatever response is necessary. MBA will immediately send staff to the airport to coordinate whatever is happening. An after-hours response will be met with vehicles and personnel (at the airport) within 10-15 minutes of initial notification of the situation.

3. **Flight, Weather and Roadway Condition Monitoring:** All MBA offices and the Taxi Booth monitor flight information throughout the day. A combination of FlightAware, specific airline information as well as national and local weather stations keep Dispatchers up to date with the most current weather information. MBA monitors local traffic conditions through driver reports, local news, and traffic websites such as Florida 511, FDOT, and Google Maps. MBA Dispatch alerts drivers to avoid problematic routes and suggests more efficient routes to take on a daily basis. MBA also keeps on top of roadway construction and congested areas.

4. **Vehicle Inspections and Specific Standards:**
 - a. All MBA permitted vehicles will adhere to the following standards:
 - All vehicles will comply with state and local laws regarding vehicle safety and/or standards/requirements.
 - Vehicles will be no more than seven calendar years old. ADA equipped vehicles will be no more than eight calendar years old.

Exhibit D

MANAGEMENT PLAN

- All vehicles will have MBA logos and be individually identifiable in accordance with the LCPA approved Logo and Marking Scheme (Exhibit A).
- All vehicles will be equipped with working air conditioning and windows.
- All vehicles will be equipped with two-way communication devices enabling communication with MBA Dispatch and other vehicles.
- All vehicles will be free of interior and exterior damage, with reasonable wear and tear excepted at LCPA's sole discretion.
- All vehicles will be equipped with seatbelts for all passengers and the driver.
- All vehicles will be inspected by MBA then LCPA before beginning service.
- All vehicles will have LCPA approved access control devices (i.e. transponders).
- All vehicles will have adequate space for luggage, including golf clubs.
- All vehicles will be clean inside and out.
- All vehicles will be free of driver's personal items and clutter and will be free of any offensive odor.
- All vehicles will have updated Passenger Information Sheets (Exhibit B) with material approved by LCPA in advance of being placed in the vehicle.
- All vehicles will be regularly maintained by Automotive Service Excellence certified mechanics and will have all maintenance records kept and available during the life of the vehicle.
- All vehicles will be non-smoking, as well as tobacco and vape free.

b. MBA Vehicle Inspections:

Every day each MBA vehicle servicing the Airport will be inspected before leaving their base. Fleet Managers will sign off on inspections and note any deficiencies. This information will be put into a shareable format that all MBA personnel and select LCPA employees can see, Exhibit C-1 shows an example of this sheet.

MBA Dispatchers will inspect the fleet on a daily basis ensuring that all permitted vehicles have been inspected.

Using the 15 standards listed above and the MBA Vehicle Inspection Form, Exhibit C-2, the individual inspecting vehicle will answer the following questions:

- Does the vehicle have working AC/windows/doors/locks?
- Are all lights, blinkers, turn signals, windshield wipers in working order?

Exhibit D

MANAGEMENT PLAN

- Are light covers foggy?
 - Are there any cracks or chips in the windshield or windows?
 - Is there noticeable body damage to the vehicle, beyond normal wear and tear? If so where?
 - How are the tires? If tires look thin or warped, please report immediately to the fleet manager.
 - Is the vehicle dirty?
 - Is the interior clean, free of debris, and does not have excessive wear and tear or safety hazards?
 - Is the vehicle free of offensive or potent odors?
 - Does the vehicle have all the necessary paperwork (registration, insurance cards)?
 - Does the license plate show the correct expiration date of registration?
 - Does the driver have a Lee County Permit and driver's license? Is the Lee County Permit visible to passengers.
 - Is the vehicle equipped with an LCPA approved access device (i.e. transponder)?
 - Are logos peeling, missing, discolored, and/or mis-sized?
 - Is the vehicle equipped with a working credit card machine?
 - Would this vehicle pass an LCPA Inspection?
5. **Staging Management Plan:** Scheduled vehicles will stage in the Commercial Ground Transportation Staging parking lot. If preline parking spots are provided, four vehicles will park in those designated spots, all others will park in approved spaces. Each vehicle is equipped with a tablet showing the driver where he/she is in the queue and prompts the driver to get on the preline and then when to proceed to the Commercial Transportation Plaza (CTP/demand line). After a trip is dispatched, the Tranware system will prompt the next vehicle in staging to come to the demand line. MBA will stage 2-5 vehicles on the demand line in the CTP during all arriving flights.
6. **Fleet Management Plan:** Using historical data and current flight schedules, MBA will schedule the amount of vehicles necessary for daily activity. During the high season months of January through April the core fleet of sixty (60) cars is scheduled on a daily basis. During the evening hours once the last planes are known to be in the air, Dispatchers will begin to dismiss the excess vehicles if more than enough needed vehicles are still on property. During the months of May through September, 45 vehicles on average are scheduled. Beginning October 1 through December 24 the fleet is adjusted weekly averaging 50 to 60 scheduled vehicles. Fleet Managers schedule routine maintenance on a daily basis with many vehicles being serviced in early morning hours. Larger maintenance matters and break-downs are addressed as they occur and with the use of temporary replacement vehicles. Vehicles are detailed on a weekly basis

Exhibit D
MANAGEMENT PLAN

at each location and auto painters and bodywork is scheduled on a bi-weekly basis. All fleet records are kept on file with each office and mechanic.

7. Demand and Holiday Management Plan:

Each year MBA management will provide LCPA with a Holiday Plan prior to Thanksgiving and a Peak Season Operating Plan prior to mid-February. These plans may be adjusted after submission if it is necessary to accommodate a change to the forecasted activity. An example of MBA's Holiday Plan for December/January 2019/2020 is as follows:

- a. Ten (10) supplemental vehicles will be added to the core fleet to run through the demand line during peak hours.
- b. Up to Four (4) dispatchers on every shift beginning at 11 am through the last flight. The General Manager or Fleet Managers may also be present during peak periods to monitor or assist with the operation.
- c. Additional expeditor and luggage assistance during peak times.
- d. Use of two windows at the Taxi Booth to process customers quickly.
- e. Use of greeters on the curb to help expedite greeting and vehicle assignment.
- f. Customers may be asked if they would like to share a ride during high volume hours, every effort will be made to offer incentives including discounts above twenty-five (25) percent to all customers who want to take advantage of sharing rides.

Exhibit D
MANAGEMENT PLAN

Part II: Management Plan - Emergency Procedures

1. **Communication Failure Plan:** The MBA Taxi Booth is equipped with an internet connection and backup internet connection. MBA also has phones available that can log into our dispatch software using a hotspot connection. Should there be no power available our computer has a backup battery available. In the event that there is no internet or power available, MBA will employ the use of cell phones to communicate with drivers and personnel. At that point, MBA management will be on-site to facilitate the use of manual procedures including organizing drivers and maintaining accurate records of dispatched trips.
2. **Dispatch Software Failure Plan:** The newest version of Tranware can be accessed from any location. If the dispatch software is down for whatever reason, an MBA employee can enter accurate rides, dispatch trips, and communicate with drivers remotely. MBA personnel on-site at the Airport will maintain a written record of rides to cross-reference with remote location to ensure accuracy of data.
3. **Staging Area Closure Plan:** In the event the staging area is closed due to extraordinary or extenuating circumstances, MBA will request to utilize the eight (8) parking spaces available in the CTP and scatter the fleet that is on property to either short term or long term parking with LCPA approval; or request parking on the other side of the Airport (near PrivateSky). Other locations at the airport may be considered or utilized if LCPA suggests an alternative location. The rest of the fleet will be off property along Ben Hill Griffin Road and Daniels Parkway.

Exhibit D

MANAGEMENT PLAN

Part III: Management Plan - IROPS

In the event that a disruption to normal service is caused by weather, congestion, deteriorating roadway conditions, accidents, or other unexpected factors such as canceled or diverted aircraft, MBA will place into effect our IROPS Plan.

1. **Disruptions caused by weather:** If it is a Tropical Storm or Hurricane, MBA will begin implementation of its Tropical Storm/Hurricane Plan outlined in Part IV of this management plan.
2. **Disruptions caused by weather on the ground:** MBA Dispatchers and key personnel continuously monitor weather conditions. Messages are sent to drivers advising them of impending conditions and whether or not to seek alternative routes or shelter.
3. **Disruptions caused by weather elsewhere:** This occurs mostly in the form of delayed or canceled flights in and out of RSW. MBA will marshal its resources including supplemental fleet and respond to any situation. If flights are delayed, MBA may release drivers and bring in new ones. If flights are canceled, MBA staff may release drivers. If outbound flights are canceled MBA will work with impacted airlines and LCPA staff to either take customers home or to area hotels.
4. **Disruptions caused by congestion:** If congestion is due to peak holiday conditions, MBA will implement its Holiday Plan and will be using supplemental vehicles. If the congestion is due to other factors, MBA dispatch will advise drivers of alternate routes. MBA monitors traffic, weather, road construction and closures continuously and sends drivers messages regularly. If drivers are stuck somewhere due to an unexpected road closure MBA will use supplemental vehicles until the situation is resolved.
5. **Disruptions caused by diverted flights:**
If the flights are diverted away from RSW, MBA will rely upon information from LCPA personnel as to whether or not the aircraft intends to resume its flight plan to RSW. If this is not known or cannot be determined, MBA will continue normal operations until advised.

If flights land without MBA knowing and become an after-hours situation, MBA will implement the After Hours Service Response Plan upon notification. If flights are diverted to RSW, MBA will rely on information from LCPA personnel as to whether the passengers will need to be taken to area hotels or the flight will continue to its original destination. If it is determined that passengers will need to go to area hotels, MBA will work with the LCPA staff on duty and Airline representatives to accommodate all passengers. If numerous trips are to be made out of town, MBA will work with the Airline to maximize vehicles traveling to the same destinations keeping in mind the needs of the passengers.

Exhibit D
MANAGEMENT PLAN

MBA will not send vehicles into areas experiencing adverse weather conditions such as tornadoes, flooding, and/or Tropical Storm or Hurricane Conditions until conditions have improved enough to ensure safe passage. MBA will not send vehicles into any area that law enforcement has determined unsafe.

MBA will bring into service all vehicles and personnel needed to handle any IROPS situation.

Exhibit D
MANAGEMENT PLAN

Part IV: Tropical Storm/Hurricane Plan

1. **Hurricane Plan - This plan may be adjusted for any storm specific needs.**
As a storm approaches, MBA will be in communication with LCPA and attend all meetings and conference calls. MBA key personnel will monitor weather and road conditions throughout our areas of service. MBA will cease operations when winds are sustained at 39 mph. During this time before ceasing operations, MBA will do the following:
 - a. Monitor all weather updates.
 - b. Check disaster supplies kits. Make sure sufficient cash is on hand.
 - c. Instruct employees to refill prescriptions and begin making arrangements for personal safety during the storm.
 - d. Clear and secure property at main offices, forward MBA phone lines to a cell phone.
 - e. Check all fluids on fleet and personal vehicles and fill all vehicles with gas.
 - f. Charge batteries in all communication and backup devices. Charge all cell phones.
 - g. Backup all computers.
 - h. Go over Recovery Plan operations with key personnel and establish a volunteer list of drivers to be first to return to work.
 - i. Make arrangements with LCPA to move vehicles to the Commercial Ground Transportation Staging parking lot.
 - j. When the LCPA gives notification, proceed to a skeleton staff and dismiss all non-essential personnel.
 - k. Disconnect and secure all MBA equipment in Taxi Booth.
 - l. Close down operations, determine where essential personnel will be and arrange a time to speak after the storm passes in order to implement the Recovery Plan.
 - m. *MBA will not send vehicles into areas experiencing adverse weather conditions such as tornadoes, flooding, and/or Tropical Storm or Hurricane Conditions until conditions have improved enough to ensure safe passage. MBA will not send vehicles into any area that law enforcement has determined unsafe.*

2. **Recovery Plan**
 - a. Monitor all weather and news updates.
 - b. Speak with key personnel to begin an initial assessment of the damage.
 - c. Continue to be in touch with LCPA personnel to determine when and what type of flight schedule will resume. Advise LCPA on MBA's ability to resume normal operations.
 - d. Begin calling drivers on the volunteer list and advise them of the flight schedule.
 - e. Go to the Airport to assess vehicles and equipment in the Taxi Booth.
 - f. Limited service will resume as soon as conditions warrant with essential personnel remaining at the Airport until normal service is restored.

Exhibit D
MANAGEMENT PLAN

- g. Vehicles will not be sent into areas where law enforcement has determined to be unsafe.
- h. Drivers coming across areas that are deemed unsafe will assist passengers in arranging an alternate destination or will be brought back to the Airport until the area being traveled to is considered safe and passable. This may include, but is not limited to, areas where trees are blocking the roadway or flooding is occurring.

Exhibit D MANAGEMENT PLAN

Part V: Safety Procedures

1. **Personnel Safety Plan:** The safety of our passengers, drivers, and employees is the number one priority of MBA. The following standards and safety procedures have allowed us to enjoy an outstanding safety record over the past 14 years.
 - a. MBA employees will be drug tested prior to hiring.
 - b. MBA employees will be given and sign receipt and acknowledge understanding of an employee handbook outlining MBA workplace procedures (Exhibit D). This handbook may be updated and changed from time to time and employees will again sign receipt and acknowledge understanding.
 - c. MBA employees and drivers will immediately report any unsafe conditions to the supervisor and the supervisor or General Manager will advise the appropriate LCPA personnel if it is an Airport related issue.
 - d. MBA employees will adhere to the "See Something, Say Something" standard.
 - e. MBA employees will keep the Taxi Booth and loading areas neat and orderly.
 - f. MBA employees will report any suspicious activity to Airport Communications at 239-590-4810.
 - g. MBA employees will adhere to a dress code that includes closed-toe shoes and safety vests anytime they are entering the loading area and street.
 - h. MBA employees will attend safety reminder meetings once per year.
 - i. Drivers will be background checked and drug tested in accordance with MBA and LCPA requirements.
 - j. Drivers will be required to attend an Orientation prior to the start of driving.
 - k. Drivers will be required to attend any LCPA sponsored meeting(s), e.g. the annual Safety and Review of Contractual Standards Meeting.
 - l. Drivers will be required to dress in accordance with MBA's dress code (approved by LCPA).
 - m. Drivers will inspect their vehicles daily and will immediately report any safety issues to Fleet Managers.
 - n. MBA requires all drivers to report any infractions or violations regarding their driver's license to MBA management immediately.
 - o. MBA drivers will be held to the highest standards in the industry regarding safe conduct on roads and highways. Any infractions to their driving record that result in points or fines will be grounds for immediate loss of driving privileges.

2. **Drug Testing Standards and Procedures:** MBA requires all drivers and employees to be drug tested through Quest Diagnostics or other approved facility.

Prior to consideration of contracting with a driver, he/she must successfully pass a drug test which is to be performed at a Quest Diagnostics or other approved facility.

Exhibit D

MANAGEMENT PLAN

As part of their agreement with MBA, drivers agree in writing to random drug testing. Drivers also further agree that upon any suspicion whatsoever of drug or alcohol impairment, they will be refused a vehicle and sent for a random test. If a driver is suspected of any kind of impairment while on duty, he or she will be removed immediately and not permitted to drive an MBA vehicle. If a driver is impaired to the point where the operation of his/her own vehicle is not in the best interest of the public, MBA will notify the police.

3. **Vehicle Safety:** Drivers will be responsible for inspecting their vehicle before departing base. Vehicle inspections will be based upon the standards listed in Part I.6 Fleet Management Plan. MBA employees will inspect vehicles on a daily basis. Drivers and Dispatchers will immediately report any safety issues to Fleet Managers. Vehicles deemed not safe will be immediately removed from service. All vehicles are serviced by certified mechanics with extensive records kept on each vehicle. Owners and Fleet Managers will attend to any recall notices involving safety issues in a timely manner. All dispatchers and drivers will be trained on the use of ADA vehicles. MBA drivers and employees will be required to attend any safety reminder meetings.
4. **Child Seat Safety:** MBA Child Seat Safety Guidelines and Procedures are based upon Florida Law and Recommendations of the American Academy of Pediatrics.

Safety Seat Guidelines and Procedures:

MBA Child Safety Seat Guidelines and procedures are based upon Florida Law and Recommendations of the American Academy of Pediatrics.

MBA will provide federally approved car seats to any child under 5 (five) years old and booster seats in accordance with Florida Law.

- a. **Florida law states the following:**
 - i. Children 5 years old or younger must be secured in a federally approved child restraint system.
 - ii. Children 3 years old or younger must use a separate car seat or the vehicle's built-in child seat.
 - iii. Children 4 to 5 years old must sit in a separate car seat, a built-in car seat or a seat belt, depending on the child's height and weight.
- b. **MBA will use the following car seat guidelines from the Florida Highway Safety and Motor Vehicles (FLSMV):**
 - i. Birth – 1 year old and at least 20 lbs.
 - Use a rear-facing child car seat in the back seat of the car.
 - ii. 1 year old and 20 lbs. – 4 years old and 40 lbs.
 - Use a rear-facing child car seat in the back seat until they outgrow the weight and height limit of the child car seat.

Exhibit D

MANAGEMENT PLAN

- Normally when children are over 1 year old and weigh over 20 pounds, one can switch to a forward-facing car seat in the back of the car.
 - iii. 4 years old and 40 lbs. – 8 years old or 4'9" tall
 - Use a forward-facing child seat in the back seat until children reach the weight and height limits recommended by the manufacturer.
 - Switch to a booster seat in the back of the car.
 - iv. 8 years old or 4'9" tall – 12 years old
 - Use a booster seat in the back seat until the child is big enough to use the car's seat belt.
 - v. At 13 years old, the child can sit in the front seat of the car.
- c. **MBA Car Seat Procedures:**
- i. Passengers traveling with children requiring a child safety seat will be provided with one.
 - ii. Child safety seats will be stored in the holding area (or any other place the LCPA allows them to be stored). While the seat is brought to the Taxi Booth, the parent or guardian of the child will be required to sign a waiver of liability exempting MBA and the LCPA.
 - iii. MBA Dispatchers will be trained in proper installation of all child safety seats but parents will be responsible for the installation of the seat and will be provided instructions by the dispatcher (which will be kept on file for each type of car seat or booster seat MBA uses).
 - iv. Parents or guardians are responsible for the accurate information given to MBA Dispatchers regarding the child's true age, height and weight and will assist MBA Dispatcher in determining which type of child safety seat will be used. MBA will have a measuring chart at the Taxi Booth to facilitate which children require the use of a child safety seat.
 - v. Parents or guardians will be responsible for the child getting into and remaining seated in the child safety seat.
 - vi. MBA employees will be responsible for registering all child safety seats and maintaining cleanliness and repair of all equipment.
 - vii. MBA will stock child safety seats according to anticipated demand.
 - viii. A copy of MBA's guidelines and procedures along with a downloadable Waiver will be available online at www.mbaairport.com.
- d. **MBA Car Seat Waiver:** The waiver from Exhibit E will be signed before a child is transported using a child safety seat provided by MBA.

Exhibit D

MANAGEMENT PLAN

Part VI: Customer Service

1. **Customer Service Standard:** MBA is committed to providing excellent customer service to all passengers. Through effective hiring practices of employees and driver screening processes, we are proud of the drivers and staff that serve our customers every day. MBA expects passengers to receive excellent service from their first point of contact at the Taxi Booth until drop off at their destination. In order to meet our customer service standards, we expect:
 - a. Dispatchers and/or greeters will courteously address everyone who approaches the Taxi Booth.
 - b. All passengers will be quoted a fare with any applicable surcharge included.
 - c. All passengers will be handed a customer comment card clearly identifying the vehicle number they are assigned, their destination, and fare.
 - d. All passengers will be greeted by drivers who are professionally attired, groomed, and courteous.
 - e. MBA personnel and drivers will offer assistance to all passengers requiring additional help.
 - f. All passengers will have their luggage carefully loaded into vehicles.
 - g. All vehicles will be clean and free of any clutter. Passengers will have the option to sit wherever they are most comfortable.
 - h. Vehicles will be running with the air conditioning on and passengers will be offered bottled water and charging cords for mobile devices.
 - i. Passengers will be driven safely to their destination by a safe capable driver who is also an expert on the local area and what it has to offer.
 - j. Upon reaching the destination, drivers will assist with unloading passengers only in safe areas and will assist with placing luggage wherever customer requests.
 - k. The payment transaction will be a professional, quick, and hassle-free experience.

2. **Internal Complaints:**

The General Manager has an open door, hands-on approach to resolving issues and is available to deal with any issues in a timely manner. Internal complaints may come in the form of emails, text messages or verbally. A record of complaint is kept and placed on file with the General Manager.

MBA handles internal complaints as follows:

- a. If the complaint is between employees, the complaining party submits a written or verbal statement/complaint to the General Manager. The issue is investigated and if warranted both parties are brought in separately and then together to address and resolve issue(s). If further action is needed, such as a written agreement or employee reprimand, the issue is dealt with by the General Manager and MBA Attorney. A report is generated by the MBA Attorney and placed in the employee's file.
- b. If the complaint is between a driver and an employee, either party is instructed to immediately notify the supervisor on duty. The issue may be

Exhibit D

MANAGEMENT PLAN

handled on the spot or uplined to the General Manager. The General Manager will investigate the matter and discuss the findings with each party separately and then together if warranted. The MBA Attorney and General Manager will mediate and resolve any issues.

3. **External Inquiries:** Complaints, questions and concerns initiated by sources external to the MBA are usually received through phone calls, emails or letters. Complaints may also be filed at the Taxi Booth (a complaint form used at the booth is attached Exhibit F). It is MBA's policy that all complaints be handled immediately or as soon as possible. All complaints are responded to by the General Manager or their designee. Successful resolution is the goal of any complaint. All complaints are acknowledged, investigated and responded to by management. Resolution of complaints may involve an apology and acknowledgement of responsibility, discounted fares, complimentary future travel, reimbursement of any expenses incurred due to MBA error, as well as refund of fare. All complaints forwarded to MBA by LCPA will be investigated, and a summary of resolution will be provided to LCPA within three (3) business days.

MBA also provides 24-hour phone service and has a website with a section for customer comments.

4. **Forms/Comment Cards:** MBA will continue to use the prepaid Comment Card (please see Exhibit G) for all passengers. Every vehicle will have a Passenger Information Sheet (Exhibit B) containing pertinent information with personal contact information for the General Manager.

Exhibit D MANAGEMENT PLAN

Part VII: Personnel Standards

1. **New Hire/Refresher Training:** All drivers are required to go on a "ride-along" with a senior driver/mentor and must attend an Orientation before beginning driving. All drivers receive a **Welcome to MBA Handbook** (Exhibit H) and are provided contact information of MBA key personnel. Fleet Managers and key personnel provide continuous coaching and mentoring of drivers. Coaching and mentoring on safety issues, customer service, equipment, dress code paperwork and scheduling is provided and available to all drivers. MBA employees are trained by senior staff and are not left unsupervised until they are able to handle all responsibilities of the job. Training is continuous and carried out through coaching and counseling. MBA employees are provided written guidelines for their positions and will be provided with an employee handbook and code of conduct.

2. **Code of Conduct and Mission Statement:**

MBA strives to provide and maintain a high level of professionalism in our day-to-day operations. It is our priority to provide exceptional customer service to our traveling public. As ambassadors to beautiful Southwest Florida, we take pride in making a first impression a lasting impression.

To achieve our mission MBA observes the following code of conduct:

- a. Operate with integrity, honesty and take responsibility for decisions and actions.
- b. Treat everyone with respect by valuing others and working together as a team.
- c. Actively listen to others and communicate clearly.
- d. Strive to exceed expectations and approach problems with only positive solutions.
- e. Practice leadership roles by coaching, counseling and mentoring.
- f. Go the extra mile for our customers and each other.
- g. The well being and safety of our customers and our staff is of utmost importance. MBA practices safety and is committed to a drug-free work environment.

3. **Dress Code:**

a. **Dispatchers:**

- i. Will maintain a neatly groomed appearance.
- ii. Will wear a blue (royal blue) collared shirt and black dress pants, socks, and closed-toe shoes or sneakers appropriate for walking on pavement.
- iii. Must wear a safety vest when on the curb or in lanes of the Commercial Transportation Plaza.
- iv. May wear a solid color jacket or sweater during cool months.

Exhibit D MANAGEMENT PLAN

b. Drivers:

- i. November 1 through April 30:
 - White button-down shirt/Female drivers may wear fitted white dress shirts
 - Black dress pants
 - Men are required to wear dark colored ties
 - Socks and closed-toe shoes (no heel higher than one inch)
 - Dark black or navy blue jacket/vest may be worn
 - During rain a solid color rain jacket may be worn
 - For drivers with skin issues, a cap may be worn provided it is a plain solid dark color
- ii. May 1 through October 31 Drivers may continue with the aforementioned dress code or:
 - Wear fitted, white polo shirts without ties
 - Black dress pants
 - Socks and closed-toe shoes (no heel higher than one inch)
 - Dark black or navy blue jacket/vest may be worn
 - During rain a solid color rain jacket may be worn
 - For drivers with skin issues, a cap may be worn provided it is a plain solid dark color

Exhibit D
MANAGEMENT PLAN

Part VIII: Web Presence and Social Media

1. **Web Presence:** MBA maintains a website at www.mbaairport.com. This website provides sections for customer comments, online bookings, and information regarding our VIP rewards program.

2. **Social Media Policy:** MBA provides numerous ways for customers to voice concerns, ask questions or file complaints; however, social media forums are not provided at this time. MBA will not respond to any unverified or anonymous comments or complaints.

MBA VEHICLE LOGO PLACEMENT AND MARKING SCHEME

Front of Vehicle

Left windshield: white 3 x 6 inch vehicle number (below tint line if vehicle has one)

Left front hood: black 3 x 6 inch vehicle number

License plate: full color MBA logo



Side of Vehicle

Driver and front passenger door: 11 x 11 inch full color logo centered on the door below any pin striping or ridge

Front quarter panels in front side of mirror: black 3 x 6 inch vehicle number



Rear of Vehicle

Passenger side trunk/tailgate, below rear window: 4 x 4 1/2 inch MBA logo

Top passenger side corner of the rear window: 3x 6 inch vehicle number



WELCOME TO MBA AIRPORT TRANSPORTATION

We are honored that you have chosen to ride with us. Your safety and comfort are our #1 priority.

For your convenience, you have been provided with a Comment Card from our dispatcher. The card should clearly state: your destination, fare, vehicle assignment and any applicable fuel surcharge. Gratuities are optional and should be based upon the service you receive.

We accept all major credit and debit cards, traveler's checks and cash as forms of payment. We also provide contactless payment through google Venmo, and apple pay. All tolls are included in our fares.

We welcome and value your feedback. Our pre-paid Comment Card provides a section for you to let us know how you feel about our service. You may also leave comments on our website www.mbaairport.com.

If you are having an immediate problem with any portion of our service, please call or Taxi Booth at 239.225.0428 or our General Manager (Michelle Byrne) who you may contact either by text or phone at 239.246.6826.

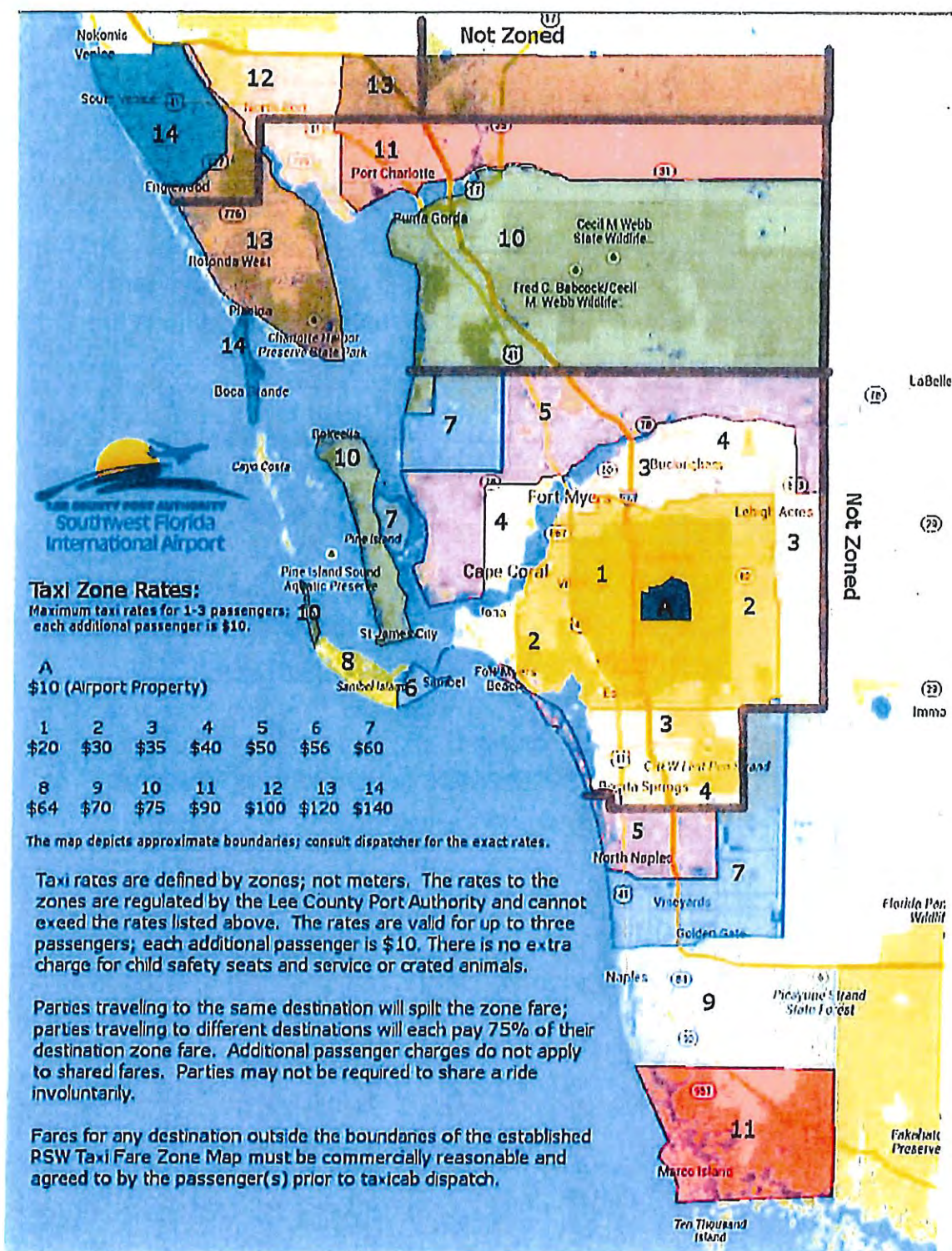


Exhibit C-2 - MBA Vehicle Inspection Form

MBA INSPECTION FORM

This form should be used on a daily basis with summary recorded in Daily Maintenance Summary *Any failures must be brought to Fleet Managers attention Immediately

Date _____ Vehicle # _____ Driver# _____

DRIVER

Is the driver in uniform?(Refer to MBA Dress Code pg 17) _____

Does the Driver have Valid Florida Drivers License? _____

Does the Driver have Valid Lee County Permit visible to passengers? _____

Is the Driver clean and neatly groomed, with no offensive odors? _____

Does the Driver have bottled water? _____ Charging Cords? _____

Working Credit Card Machine? _____ with receipt tape? _____

VEHICLE

Does the vehicle have valid registration? _____ Current Insurance Card? _____

Exterior

Is the Exterior of vehicle clean? _____

Does the vehicle have any dents? Paint chips? Scuffs, Marks? Is there any, Molding? Covers?

Mirrors missing? _____ Is anything being held together by tape? _____

(Please note where on vehicle) _____

Are headlights clear? _____

Are there any cracks or chips in the window shield? _____

Is antennae broken? _____

Are Logos and any decal in good condition? (no fading, discoloration or wrinkles) _____

Are the vehicle numbers in good condition? (all numbers must be present and not wrinkled) _____

Are all turn Signals, brake lights, center brake lights, parking brake, license plate light, headlights (low and high beam), reverse lights, Auxiliary lights in working order?

Please note which lights and or signals and where exactly on vehicle are not in working order _____

Are the wheels and wheel covers clean? _____

Do the tires look worn, chopped or thin? _____

Interior

Is the Interior of the vehicle clean? (vacuumed, with no debris) _____

Are all of the windows clean? _____

Anything hanging from the mirror that may obstruct the driver's view? _____

Does the vehicle have working seat belts for all passengers and the driver? _____

Does the vehicle have working windows? (all must be able to roll up and down with ease) _____

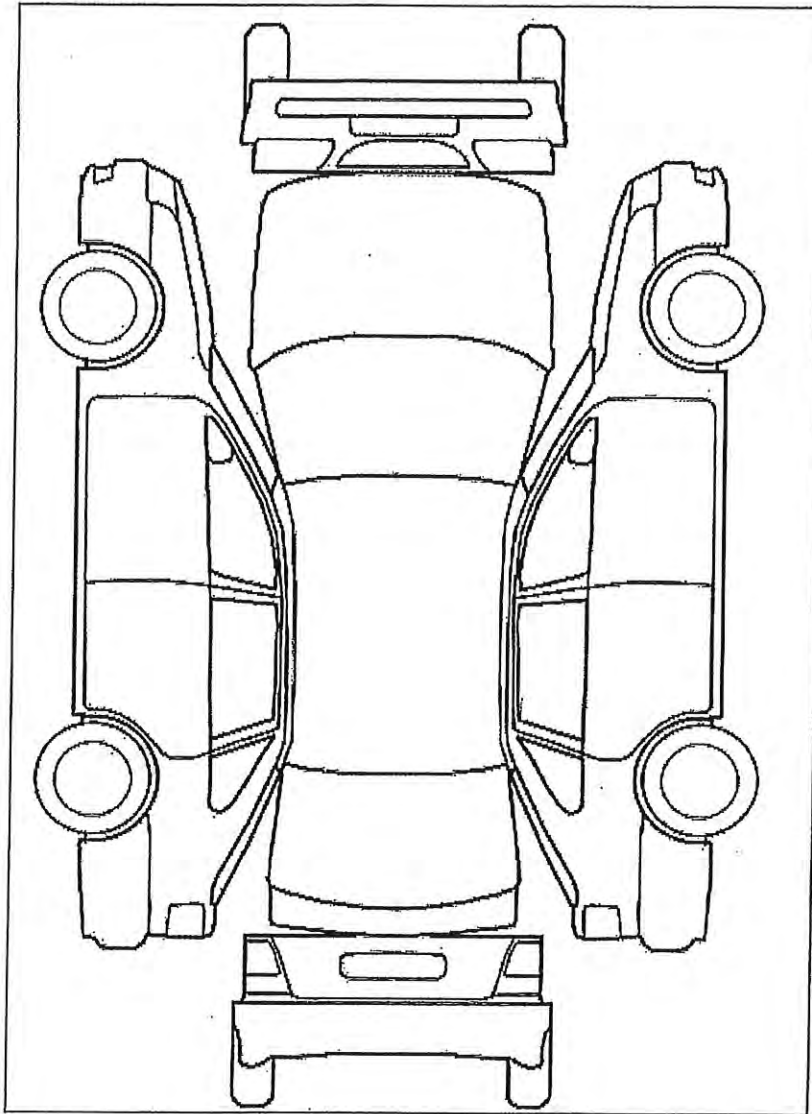
Do all of the doors and trunk open and close properly? _____ (please test each one)

Is the vehicle clutter free? (check all areas including trunk space and front passenger seat) _____

Are there burn marks, rips, holes, tears, in any of the seats? _____ rugs _____ Any metal showing that could cause a safety issue? _____

Please initial this document and file in Daily Vehicle File _____

Exhibit C-2 - MBA Vehicle Inspection Form



Please note any findings and attach to the Daily Inspection Form, so Fleet Managers can see exactly where issues are.

Notes: _____

MBA Airport Transportation LLC
Employee Handbook

Table of Contents

Section 1: Introduction:	1.1 Purpose of this Handbook
	1.2 Changes of Policy
	1.3 Employment Forms
Section 2. Terms & Definitions:	2.1 Definition of "At-Will" Employment
	2.2 Types of Worker <i>Exempt vs. Non-Exempt Regular vs. Temporary Independent Contractors & Consultants</i>
Section 3. Payroll:	3.1 Payment Schedule
	3.2 Wages
	3.3 Deductions & Garnishment
Section 4. Rights & Policies:	4.1 Equal Opportunity Employment Policy
	4.2 Accommodation for Disabled Employees
	4.3 Employment of Minors
	4.4 Employment of Relatives
	4.5 Religion & Politics
	4.6 Private Information
	4.7 Leaves of Absence
Section 5. Employment Benefits:	5.1 Unemployment Insurance
	5.2 Workers' Compensation
	5.3 Social Security Benefits (FICA)
Section 6. Rules of Conduct:	6.1 On the Job
	<i>Reporting/or Work Staying Safe</i>
	<i>Meals & Breaks</i>
	<i>Cell Phone Use</i>
	6.2 Rules & Policies
	<i>Confidentiality</i>
	<i>Discrimination & Harassment</i>
	<i>Drugs & Alcohol</i>
	6.3 Disciplinary Action

Workplace Inspections

Section 1. Introduction

1.1. Purpose of this Handbook

The purpose of this handbook is to familiarize you - the employee - with the policies, rules and other key aspects of MBA Airport Transportation LLC (the "Company"). The information in this handbook supersedes all rules and policies that may previously have been expressed or implied, in both written and oral format. Compliance with this handbook is compulsory for all employees. The Company reserves the right to interpret this handbook's content as it sees fit, and to deviate from policy when it deems necessary.

1.2 Changes of Policy

MBA Airport Transportation LLC reserves the right to change this handbook's content, at any time and at our sole discretion. Its provisions may not be altered by any other means, oral or written. You will receive written notice of any changes we make to the employee handbook, and are responsible for understanding and complying with all up-to-date policies. If you are confused about any information defined herein, please contact your Manager.

1.3 Employment Forms

All new employees are required to complete and submit the following forms. Starred (*) forms can be found at the end of this manual. All others have been or will be provided separately.

At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook Employment Eligibility Form 1-9*

On the day of hire, each new employee is legally obligated to complete the Employment Eligibility Verification Form I-9 and submit documents establishing identity and eligibility within the next three business days. The same policy applies to re-hired employees whose I-9's are over three years old or otherwise invalid.

Section 2. Terms & Definitions

MBA Airport Transportation LLC typically employs less than 15 regular and temporary employees on an "at-will" basis. This section defines the terms of "at-will" employment, as well as the different types of employees we hire.

2.1 Definition of "At-Will" Employment

The job of an "at-will" employee is not guaranteed. It may be ended, at any time and with or without notice, by the employee or, for a lawful reason, by the Company.

The Company also reserves the right to alter an "at-will" employee's benefits, pay rate, and assignments as it sees fit. The "at-will" terms of an employee's employment may only be changed by the Owner or General Manager.

2.2 Types of Worker

This section distinguishes between the different types of workers the Company employs. Employee status is established at the time of hire and may only be altered via a written statement signed by the Company.

Exempt vs Non-Exempt

The majority of employees are non-exempt, meaning they are entitled by law to at least minimum wage and premium pay for overtime. Exempt employees are not subject to these laws. Exempt status is defined by particular standards set by state law and the Federal Labor Standards Act (FLSA). This class of employee is usually an executive, an administrator, or a highly paid specialist such as a programmer.

Regular vs. Temporary

Regular employees work a regular schedule, either on a full-time or part-time basis. To be considered full-time, an employee must work at least 40 hours per week. A temporary employee is a person we hire for a short period (usually 3 months at maximum) to assist with a project or remedy a staff shortage. A temporary employee is also employed on an "at-will" basis (defined above).

Independent Contractors & Consultants

Independent contractors and consultants are not Company employees, but rather self-employed professionals whom we hire for specific projects. Unlike employees, they do not operate under Company direction, and control their own methods, materials and schedules. They are not eligible for Company benefits.

Section 3. Payroll

3.1 Payment Schedule

Employees are paid weekly on Friday. In cases where the regular payday falls on a holiday, Employees will receive payment on the last business day before said holiday.

3.2 Wages

Wages vary from employee to employee and are based on level of skill and experience. The Company conducts yearly evaluations of all employees and issues

promotions as it sees fit. Employees who feel entitled to higher pay may contact the General Manager to discuss. In addition to regular pay, employees may have the option of earning overtime pay.

Overtime

A non-exempt employee may work overtime on the terms defined by Florida law *pending prior authorization by his or her manager.*

3.3 Deductions & Garnishment

Federal and state law requires that we deduct the following from every paycheck:

- Social Security
- Income tax (federal and state)
- Medicare
- State Disability Insurance & Family Temporary Disability Insurance
- Other deductions required by law or requested by the employee

A Wage and Tax Statement (W-2) recording the previous year's wages and deductions will be provided at the beginning of each calendar year.

If at any time you wish to adjust your income tax withholding, please fill out the designated form and submit it to Accounting.

Wage Garnishment

Sometimes, the Company receives legal papers that compel us to garnish an employee's paycheck- that is, submit a portion of said paycheck in payment of an outstanding debt of the Employee. We must, by law, abide by this either until ordered otherwise by the court or until the debt is repaid in full from withheld payments.

Section 4. Rights & Policies

The following section summarizes your legal rights as an employee of MBA Airport Transportation LLC. Questions about any policy detailed in this section may be addressed with the General Manager.

4.1 Equal Opportunity Employment Policy

The Company provides equal employment opportunities to all applicants, without regard to unlawful considerations of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital

status, or any other classification prohibited by applicable local, state or federal laws. This policy is applicable to hiring, termination and promotion; compensation; schedules and job assignments; discipline; training; working conditions, and all other aspects of employment. As an employee, you are expected to honor this policy and to take an active role in keeping harassment and discrimination out of the workplace.

4.2 Accommodation for Disabled Employees

We are happy to work with otherwise qualified disabled employees in order to accommodate limitations, in accordance with the Americans with Disabilities Act (ADA). It is up to the employee to approach his or her supervisor with this request, and to provide medical proof of his or her needs upon the Company's request.

We are also happy to accommodate employees diagnosed with life-threatening illnesses. Such employees are welcome to maintain a normal work schedule if they so desire, provided that we receive medical papers proving their working cannot harm themselves or others and their work remains at acceptable standards.

4.3 Employment of Minors

Our policy on employment of minors adheres to all FSLA standards, including the following:

- Minimum employment age (14 for non-agricultural work)
- Maximum weekly hours for employees under 16
- Minimum hazardous job employment age (18)
- Sub-minimum wage standards for students, apprentices, disabled employees, and employees under the age of 20.

4.4 Employment of Relatives

The employment of relatives can prove problematic, particularly situations where relatives share a department or a hierarchical relationship. The Company will not hire relatives to work in any potentially disruptive situation. An employee must inform us if he or she becomes a co-worker's relative. If at any time we perceive the situation to be dysfunctional, we may have to reassign or ask for one relative's resignation in order to remedy the situation.

4.5 Religion & Politics

MBA Airport Transportation LLC is respectful of all employees' religious affiliations and political views. We ask that if you choose to participate in a political action, you do not associate the Company in any way.

We are happy to work with employees to accommodate political and religious obligations, provided accommodations are requested from a manager in advance.

4.6 Private Information

Employee information is considered to be private and only accessed on a need-to-know basis. Your healthcare information is completely confidential unless you choose to share it. In some cases, employees and management may receive guidelines ensuring adherence to the Health Insurance Portability and Accountability Act (HIPAA).

Personnel files and payroll records are confidential and may only be accessed for legitimate reasons. If you wish to view your files, you must set up an appointment in advance with the General Manager. A Company- appointed record keeper must be present during the viewing. You may only make photocopies of documents bearing your signature, and written authorization is needed to remove a file from Company premises. You may not alter your files, although you may add comments to items of dispute.

Certain information, such as dates of employment and rehiring eligibility, are available by request only. We will not release information regarding your compensation without your written permission.

4.7 Leaves of Absence

Employees requiring time off from work may apply for a leave of absence.

All leaves must be approved by management. For planned leaves, employees must submit requests at least three (3) days in advance. Emergency leaves must be requested as soon as possible. Accepting/performing another job or applying for unemployment benefits during leave will be considered voluntary resignation.

We consider all requests in terms of effect on the Company and reserve the right to approve or deny requests at will, except when otherwise directed by law. Any request for a leave of absence due to disability will be subject to an interactive review. A medical leave request must be supported in a timely manner by a certification from the employee's health care provider. Extension of leave must be requested and approved before the current leave ends. No employee is guaranteed reinstatement upon returning from leave, unless the law states otherwise. However, the Company will try to reinstate each returning employee in his or her old position, or one that is comparable.

Below are the three main types of leave that MBA Airport Transportation LLC offers employees. Some, but not all, are governed by law.

Work-Related Sickness & Injury

Employees eligible for Worker's Compensation rendered unable to work because of work-related injury or illness will receive an unpaid leave for the period required. For eligible employees, the first 12 weeks will be treated concurrently as a family and medical leave under the Family and Medical Leave Act.

Maternity

An employee disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence of up to four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest and recovery from childbirth.

Election Days

Provided an employee's schedule does not allow time for voting outside of work, and that he/she is a registered voter, he/she may take up to two hours, with pay, at the beginning or end of a workday, to vote in local, state or national elections.

Section 5. Employment Benefits

The following is merely an overview of the Company's benefits package. It does not contain all relevant information. Please contact Michelle Byrne to obtain all details.

5.1 Unemployment Insurance

Employees rendered unemployed through no fault of their own or due to circumstances described by law, receive unemployment insurance. State agencies administer this insurance and determine benefit eligibility, amount (if any), and duration.

5.2 Workers' Compensation

Workers' Compensation laws compensate for accidental injuries, death and occupational disabilities suffered in the course of employment. MBA Airport Transportation LLC provides Workers' Compensation Insurance for all employees. Generally, this includes lost wages, disability payments and hospital medical and surgical expenses (paid directly to hospital/physician) and assistance in injured employees in returning to suitable employment.

5.3 Social Security Benefits (FICA)

Both employees and the Company contribute funds to the federal Social Security Program, which provides retirees with benefit payments and medical coverage.

Section 6. Rules of Conduct

6.1 On the Job

Reporting/or Work

Employees are expected to begin and end each shift at the time and on the day appointed. You must inform your supervisor *before* the start of the work day if you will be absent or late, and obtain his or her permission to leave early. Absences and late arrivals will be recorded. Should your absences or tardiness exceed a reasonable limit, you will be subject to disciplinary action and possible termination. Failing to call one's supervisor or report to work for consecutive workdays will be considered voluntary resignation, and result in removal from payroll.

Staying Safe

Safety in the workplace is the Company's number one priority. You must inform your supervisor in the event of unsafe conditions, accident or injury, and use safe working methods at all times.

Meals & Breaks

Unless defined otherwise by Florida state law, non-exempt employees are entitled to a paid 10-minute break for every four hours of work, as well as a 30-minute meal break for any shift lasting longer than five hours.

Cell Phone Use

Cell phones brought to work must be on silent or vibrate mode to avoid disrupting coworkers. They may only be used during breaks and meal periods, away from where others are working. If cell phone use interferes with operations in any way, an employee's cell phone privilege may be rescinded and disciplinary action, up to and including termination, may be used.

Employees who receive Company cell phones should strive to use them for Company business only. All phones must be shut off during meetings.

6.2 Rules & Policies

Confidentiality

No previous or current employee may disclose or give access to confidential Company information, in any way or at any time, unless otherwise authorized by Management.

Discrimination & Harassment

In keeping with our Equal Opportunity Employment clause, the Company will not tolerate on-site discrimination or harassment on any legally protected basis, including that of physical characteristics, mental characteristics, race, religious or political views, nationality, disability, medical condition, sex, sexual preference, or gender identification. Harassment and discriminatory behavior among employees or contractors will result in disciplinary action, with the possibility of termination. Discrimination and harassment by customers or other business associates should be immediately reported to your supervisor, at which point the Company will investigate and take corrective action. You are welcome to seek legal relief if you find the Company's actions inadequate.

Drugs & Alcohol

Good performance on the part of our employees is crucial to MBA Airport Transportation LLC's success. For this reason, we strictly forbid employees to do the following while at work*:

- Drinking alcohol and selling, purchasing or using illegal drugs at work. An "illegal drug" is any drug that has not been obtained by legal means. This includes prescription drugs being used for non-prescribed purposes.
- Possession of any non-prescribed controlled substance, including alcohol and legal illegally obtained prescription drugs.
- Reporting for work intoxicated. We reserve the right to test employees for substance abuse. Illegal drugs, illegal drug metabolites, or excessive alcohol in your system will result in disciplinary action and possible termination.

**Any piece of Company property, including Company vehicles, as well as during work hours.*

6.3 Disciplinary Action

The Company takes disciplinary matters very seriously, and will exact discipline as it sees fit for any unacceptable action or behavior. These may include:

- Excessive lateness and/or absence
- Improper or indecent conduct

- Poor communication
- Uncooperative attitude
- Abuse, perfunctory or unauthorized use, or unauthorized possession of Company property
- Unauthorized use or disclosure of Company information
- Possession and/or use of illegal drugs, weapons or explosives
- Illegal harassment and/or discrimination - of any kind
- Violation of Company policy

Disciplinary action may consist of anything from verbal/written warnings and counselling to demotion, transfer, suspension or termination. Rather than follow rote procedures, the Company will handle each matter individually to ensure fairness to all involved. Please review and internalize the list of "Don'ts" above, and make an effort to use good judgments at all times.

Workplace Inspections

At MBA Airport Transportation LLC, we have a responsibility to protect our employees and our property. For this reason, we reserve the right to inspect the following, at any time, with or without notice:

- Offices
- Computers and other equipment
- Company vehicles
- Any personal possessions brought onto Company premises, such as handbags, briefcases, and vehicles. All inspections are compulsory. Those who resist inspection may be denied access to Company premises.

At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook

Employee:

I acknowledge that I have received a copy of the MBA Airport Transportation LLC Employee Handbook, which contains vital information on the Company's policies, procedures and benefits.

I understand that this handbook's policies are intended only as guidelines, not as a contract of employment. I understand that my employment is on "at-will" terms and therefore subject to termination, with or without notice or obvious reason, by myself or the Company. Changes to my "at-will" status may only take the form of a written agreement signed by an authorized member of the Company as well as myself. This agreement supersedes all prior/contemporaneous inconsistent agreements.

I understand that the Company may change its policies, procedures and benefits at any time at its discretion, as well as interpret or vary them however it deems appropriate.

I have read and agree to abide by all policies and procedures contained therein.

Employee Signature: _____ Date: _____

Company Representative: _____ Date: _____

CUSTOMER COMPLAINT FORM

Date of Complaint ____/____/____ Date of Trip ____/____/____

Name of Person Registering Complaint

Phone Number

Street Address


City _____ State _____ Zip Code _____

NATURE OF COMPLAINT

FOLLOW UP ACTION TAKEN

MANAGER'S SIGNATURE

DATE

 **MBA Airport Transportation**
Welcomes You To
Paradise!

Car _____ Date _____

FARE: \$ _____
Destination

Join our VIP Rewards Program at mbairport.com
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 Email: _____

Thank you for your comment! MBA



MBA is committed to courteous, prompt, clean, safe & honest service from and to Southwest Florida International Airport.

Thank you for using MBA and for visiting beautiful Southwest Florida

For Questions, Comments or Lost Articles,
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|||||

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MBA AIRPORT TRANSPORTATION LLC

DRIVERS WELCOME GUIDE



Exhibit H - MBA Drivers Welcome Guide

Welcome to MBA Airport Transportation, LLC! We are happy you have decided to join our team of Ground Transportation Professionals. MBA is a local and nationally recognized award winning organization of ground transportation experts dedicated to providing outstanding service to visitors and residents of Southwest Florida. MBA is proud to operate the On- Demand Taxicab Concession at Southwest Florida International Airport (RSW).

On the following pages you will find helpful information to advance your professional career goals at Southwest Florida International Airport. The management of MBA is here to help facilitate your goals. The first section is an outline of contract requirements, MBA has with the Lee County Port Authority (LCPA) that all drivers issued a Commercial Ground Transportation Drivers Permit must adhere to. This permit is not a license but a privilege and the conduct of drivers must be in keeping with the contractual obligations in order to maintain the privilege.

The second section consists of practical information: a Zone Fare Chart showing the zones and prices regulated by the LCPA as well as Vehicle Inspection Form both daily and monthly which will give you an idea of what is involved in vehicle inspections. Additionally drivers will receive technical training on the use of tablets and credit card machines which you can expect to be on-going as technology changes and MBA upgrades it's devices to provide the best customer service possible. All MBA drivers are required by the Lee County Port Authority to attend any Authority sponsored training.

This document is meant as an overview of Demand Taxi Operations at RSW; from time to time there may be changes to operations of which you may be notified either verbally or in writing.

We are honored that you have chosen MBA and look forward to working together to deliver excellent service to our areas visitors and residents!

SECTION 1

Safety

We are all in the business of providing safe transportation. Your safety and the safety of your passengers is our number one priority. Your driving privileges depend on your ability to maintain control of your vehicle at all times and to observe all local and state laws pertaining to safe operation of a motor vehicle. Failure to operate safely will result in immediate loss of driving privileges. All MBA drivers are required to maintain valid Florida Drivers Licenses and are to report any infractions received immediately to MBA management.

Drug and Alcohol Policy and Background Checks

All drivers as part of their Commercial Ground Transportation permit are required to take a drug test and complete a background check before being issued a permit. Random drug tests will be performed and if any driver is suspected of being under the influence at any given time a test will be performed. Refusal to submit to any test will result in immediate loss of driving privileges. If any driver refuses a test and is driving a leased vehicle at the time; MBA management will notify the police.

Established Dress Code will consist of the following:

November 1 through April 30:

White, Button-down, collared shirts (tucked in) women may wear a fitted blouse as long as the blouse is waist length and properly fitted. Shirts and pants must be clean and pressed. Women's blouses must have buttons, must have sleeves, be tucked in or fitted with a straight edge and sit at the waist area. Blouses must be modest and not made of sheer material.

Black Dress pants: NO jeans, capris or sweat pants or leggings.

Black-based tie (women are not required to wear a tie)

Black socks and shoes (no open-toe shoes allowed) No clogs, crocs, or sneakers.
Women's shoes should have no more than a 1 inch heel.

Clean-shaven, neatly trimmed mustaches and beards are permitted.

May 1 through October 31:

Drivers may wear fitted polo shirts; all other dress code requirements will remain in place. Drivers wishing to adhere to Nov 1- April 30 dress code are welcome to do so.

During cold or rainy weather jackets and raincoats are permitted as long as they are black or white and have no decals or lettering. Hats are not to be worn at any time unless there is a medical necessity for one. Please provide a medical note to MBA stating the reason a

Exhibit H - MBA Drivers Welcome Guide

hat must be worn. If you require a hat it must be a solid plain color, either black or white. The hat must be in a baseball cap style, no straw hats, visors or fedora type hats.

All MBA drivers must have their Ground Transportation Commercial Drivers Permit on them and clearly visible to passengers

Airport Taxi Holding Facility

The taxi holding building is owned by the Lee County Port Authority. MBA drivers are permitted to use the building. Directly inside the door you will find a list of rules pertaining to conduct inside the building and on Port Authority property. Failure to observe these rules may result in loss of driving privileges.

MBA drivers are prohibited from feeding birds or any wildlife found on Airport property. Failure to observe Lee County Ordinance 94-09, as amended, may result in loss of driving privileges and arrest by LCPA Police Department.

Vehicles

The LCPA has set forth certain minimum standards that all MBA vehicles must meet. The Port Authority reserves the right to inspect a vehicle at any time and all drivers must allow inspection of their vehicle. Refusal to do so is grounds for loss of driving privileges.

All drivers are required to report any mechanical difficulties immediately to the owner of the vehicle. Drivers are required to inspect their vehicle at the beginning of each shift and report all problems to management immediately. MBA management will also inspect vehicles and any vehicle not meeting the minimum standards will be asked to leave the line; depending upon the severity of the problem.

Drivers are required to bottled water for all passengers as part of the contract between MBA and LCPA. Bottled water may be available for purchase inside the Commercial Ground Transportation Staging Area building.

The contract between MBA and LCPA forbids drivers from picking up any pre-reserved passengers at the Airport in an MBA permitted vehicle.

Passenger Fares

Per the contract between MBA and LCPA; MBA agrees to charge the traveling public fares that *do not exceed* the fare schedule established by the LCPA. A copy of the Zone Fare Chart is included in Section 2. Any driver caught charging a fare exceeding the established rates will lose driving privileges immediately. MBA drivers are required to accept credit cards as a form of payment and any driver refusing to do so will lose their driving privileges.

Service Standards

The LCPA requires MBA to provide ground transportation vehicle service to the Airport 24 hours a day and 7 days a week. Drivers will be scheduled according to their availability to meet the needs of the Airport. No MBA driver shall have more than 12 hours of drive time in any 24-hour period.

Operational Standards

The LCPA requires MBA to conduct its operations in an orderly and proper manner so as not to annoy others on Airport premises. MBA shall be responsible for the conduct, demeanor and appearance of all company representatives including drivers. Should the LCPA object to any driver's behavior or appearance MBA has agreed to take all necessary steps to remove the cause of objection. All drivers must conduct themselves at all times in a manner toward the public in accordance with the rules, and regulations approved by the LCPA.

Conduct on the Demand Taxi Line and Passenger Loading Areas

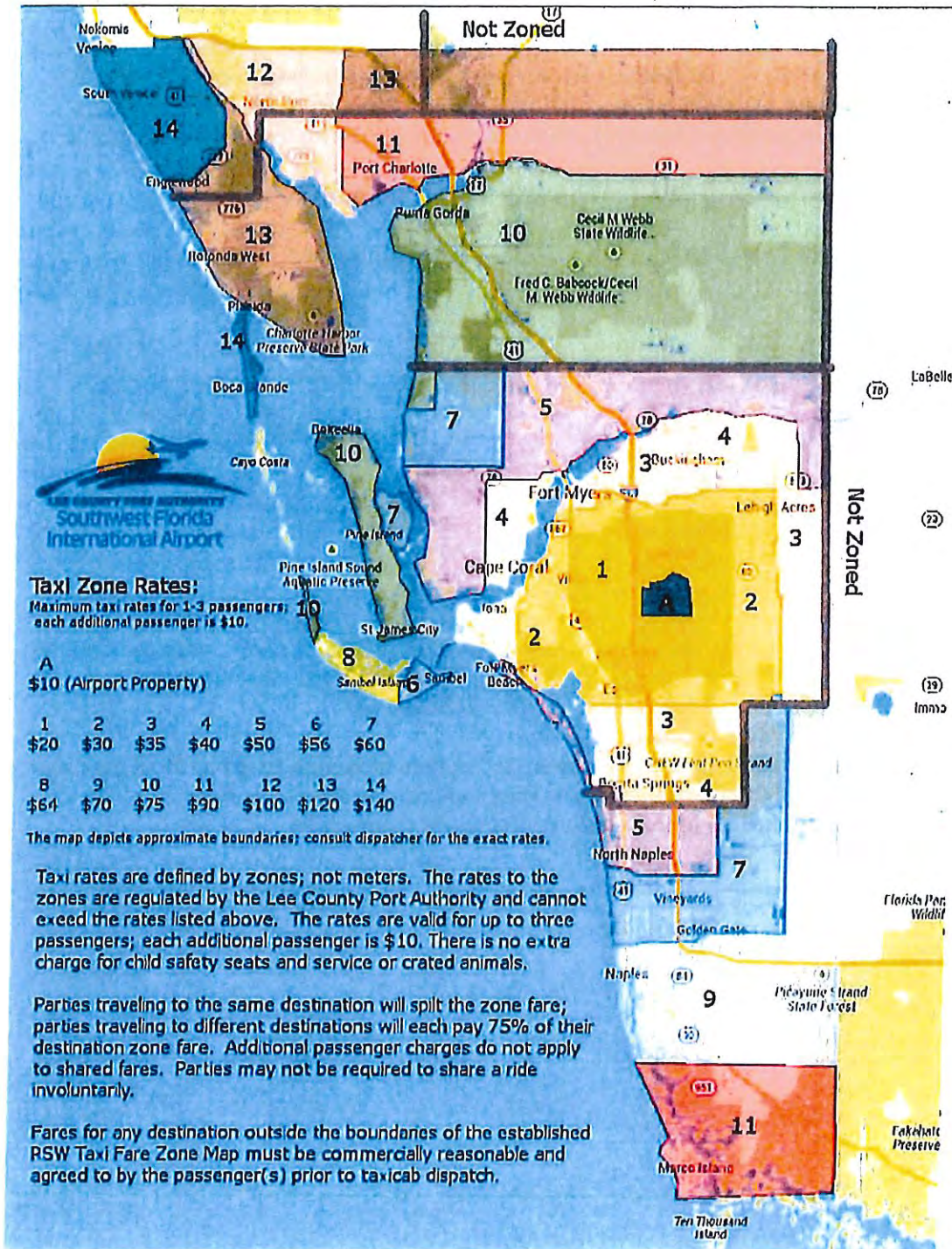
MBA is required to keep vehicles and drivers away from the passenger loading areas unless they are specifically called up to the area by MBA dispatchers. Vehicles are required to be attended at all times and at no time may drivers leave their vehicle unattended. Drivers are to remain with their vehicles and not to hang around the Taxi Booth. All Drivers are to keep their doors and windows shut while on the demand line. Drivers are also required to have the vehicle started with air conditioning running while passengers are approaching the Taxi Booth.

MBA Drivers are required to assist all passengers with luggage, to speak and understand the English language and to provide courteous service to all passengers and the public.

MBA drivers are prohibited by LCPA from smoking in the Staging Area building, Passenger Loading Areas, Demand Taxi Line or in any MBA Permitted Vehicle. Failure to do so may result in loss of driving privileges. Drivers may only smoke in areas designated by the LCPA as smoking areas. Smoking includes the use of tobacco, vapors and e-cigarettes.

SECTION 2

Zone Map and Fare Chart



Shared Ride Zone Fares

- Parties traveling to the same destination will split the zone fare and fuel surcharge, if any, equally.
- Parties traveling to different destinations will each pay 75% of their destination zone fare. Any fuel surcharge will be split equally, so long as each party's share does not exceed the fuel surcharge for that party's destination zone, or as determined by the traveling parties. The total surcharge paid, if any, may not exceed the surcharge for the farthest destination.

ZONE RATES CONVERTED TO SHARED ZONE FARE

Regulated Zone Rate* *	75% of Regulated Zone Rate**
A. \$10.00	A. \$7.00
1. \$20.00	1. \$15.00
2. \$30.00	2. \$22.50
3. \$35.00	3. \$26.50
4. \$40.00	4. \$30.00
5. \$50.00	5. \$37.50
6. \$56.00	6. \$42.00
7. \$60.00	7. \$45.00
8. \$64.00	8. \$48.00
9. \$70.00	9. \$52.50
10. \$75.00	10. \$56.25
11. \$90.00	11. \$67.50
12. \$100.00	12. \$75.00
13. \$120.00	13. \$90.00
14. \$140.00	14. \$105.00

* These fares are valid for up to 3 passengers; each additional passenger is \$10.00. There is no extra charge for child safety seats, service or crated animals or shared ride fares.

** These fares do not include or reflect any surcharges that may apply.

A. Stands for Airport Area

MBA PRE-SHIFT VEHICLE CHECK LIST/INSPECTION

DATE _____

VEHICLE# _____

DRIVER# _____

OIL _____ MILES UNTIL NEXT OIL CHANGE _____

TRANS _____

FLUIDS _____

TIRES _____

LIGHTS _____

BRAKES _____

IS THE VEHICLE CLEAN AND VACUUMED? _____

IS THE VEHICLE FREE OF INTERIOR DAMAGE? _____

IS THE VEHICLE FREE OF EXTERIOR DAMAGE? _____

IS THE TABLET FULLY CHARGED? _____

ARE ALL CORDS AVAILABLE? _____

IS THE CC MACHINE CHARGED AND WORKING? _____

PLEASE REPORT ANY PROBLEMS IMMEDIATELY TO MANAGEMENT

MAKE SURE YOU HAVE YOUR DRIVER'S LICENSE AND PERMIT BEFORE
DEPARTING FOR AIRPORT

EXHIBIT "E"

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)	\$	
	OTHER				(Disease-Each Employee)	\$	

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 #: _____
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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve the second amendment to Collective Bargaining Agreement between the Lee County Port Authority and the Teamsters Local Union No. 79, amending Article-32 Wages.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: October 1, 2020 – September 30, 2021</p> <p>4. WHAT ACTION ACCOMPLISHES: Approval of the second amendment to Collective Bargaining Agreement between the Lee County Port Authority and the Teamsters Local Union No. 79, amending Article-32 Wages.</p>	<p>5. CATEGORY: 11. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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>Mark Fisher</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

In January of 2017, the Florida Public Employee Relations Commission certified the Teamsters Local Union No. 79 as the exclusive collective bargaining unit to represent the Lee County Port Authority police officers and security agents. The current, three year collective bargaining agreement was ratified by the Board on November 8, 2018. This year a total of six (6) negotiation meetings were held beginning April 16, 2020 and ending on September 21, 2020 when a tentative agreement was reached. The collective bargaining unit members voted and ratified the second amendment on October 6, 2020.

Article-32: Wages, stipulates a one-time economic opener may be negotiated for year two (2) and year three (3) of the agreement. Due to the current and projected economic impacts to the aviation industry as a result of COVID-19, LCPA did not budget wage increases for LCPA employees in FY2021. As a result, LCPA and members of Teamsters Local No. 79 agreed to the following:

As amended, Article 32. For fiscal year 2020 – 2021, bargaining unit employees covered by this Agreement who were hired prior to Oct. 1, 2020 and are employed on Oct. 1, 2020, shall receive any wage increases, bonuses, or profit-sharing that may be implemented for all other LCPA employees during the current fiscal year from Oct. 1, 2020, through Sept. 30, 2021.

Attachments:
1. Article 32.04 Wages

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 <input checked="" type="checkbox"/> (7-0)</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. Memorandum of Agreement

Port Authority Counter-Proposal to Union Proposal No. 1


ARTICLE 32. WAGES

Section 32.04

E. For fiscal year 2020-2021, bargaining unit employees covered by this Agreement who were hired prior to October 1, 2020, and are employed on 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.

Authority TA/Date  9/21/2020

Authority's Proposal 6-18-2020

9/21/20
Union TA/Date  M.S.
M.J.

MEMORANDUM OF AGREEMENT

LEE COUNTY PORT AUTHORITY

AND

TEAMSTERS LOCAL UNION NO. 79

The parties to this Memorandum of Agreement ("MOA") agree as follows:

1. This MOA is entered into effective this 9TH day of October, 2020, by and between Lee County Port Authority (Authority) and Teamsters Local Union No. 79 (Union).
2. The Authority and the Union agree that, in accordance with Article 36, the collective bargaining agreement made by and between the Authority and the Union and entered into effect October 1, 2018, shall be amended as follows:
 - a. Article 32.04(F) shall be amended as follows:

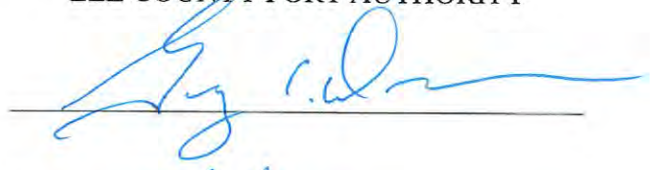
For the fiscal year 2020-2021, bargaining unit employees covered by this Agreement who were hired prior to October 1, 2020, and are employed on October 1, 2020, shall receive any wage increases, bonuses or profit-sharing that may be implemented for all other employees within the Lee County Port Authority from October 1, 2020, through September 30, 2021.

3. No other provisions of the collective bargaining agreement are amended by this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties have set their signatures this ____ day of October, 2020.

TEAMSTERS LOCAL UNION NO. 79

LEE COUNTY PORT AUTHORITY



Date: 10/9/2020

Date: 10/12/2020

Ratified by the bargaining unit, this 6TH day of October, 2020.



John Sholtes, Business Agent

Ratified by the Lee County Board of Port Commissioners, this ____ day of _____, 2020.

ATTEST: Linda Doggett, Clerk

BOARD OF PORT COMMISSIONERS OF
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance of
Lee County Port Authority Only:

By: _____
Office of Port Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve the purchase of APX series P-25 software upgrade for 800 MHz radios from Motorola in the amount of \$140,383.60.</p> <p>2. FUNDING SOURCE: Account VB5131541200.506410</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Allows for the purchase of APX series P-25 software upgrade for 800 MHz radios.</p>	<p>5. CATEGORY: 12. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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>Mark Fisher</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

The Lee County Port Authority has standardized its use of 800 MHz radios to communicate with airport operational personnel and with public safety responders from other outside responding agencies. In September, 2019 the Lee County Board of County Commissioners approved a public safety radio system network based on P25 digital technology designed to improve transmission clarity, reliability and security while creating a universal platform for various radio manufactures to communicate on. P25 equipment can operate on many different frequency bands, including 800MHz, allowing us, LCPA to upgrade our existing radio equipment in order to be compatible with the P25 digital platform.

Recently, Lee County issued requirements to all agencies utilizing the P25 digital platform. In order to comply with the requirements and enable migration to the new system, LCPA must install flash upgrade software and perform related programming to convert existing portable and mobile 800 Mhz radios currently in use by LCPA. The software upgrade and programming will then make our existing equipment compatible with the countywide P25 radio system digital network.

Therefore, staff recommends award of a firm, fixed price sole source purchase of P25 software flash upgrade to 143 existing APX series radios in order to comply with county issued mandates necessarily to utilize the P25 radio system digital network. The costs have been reviewed by staff and found to be reasonable.

Attachments:

1. Sole Source Determination
2. Motorola Quote

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 (7-0) 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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LEE COUNTY PORT AUTHORITY

Date:	<u>October 5, 2020</u>	Reference Number:	<u>SS 21-04TLB</u>
Description:	<u>APX Series Software Flash Upgrade</u>	Client Department:	<u>ASP – Aviation Security Technology</u>
Procurement Representative:	<u>Terri L. Bortz</u>	Contact Number:	<u>239-590-4554</u>
Vendor:	<u>Motorola</u>	Actual/Projected Cost:	<u>\$140,383.60</u>

NOTICE OF WRITTEN DETERMINATION OF A SOLE OR SINGLE SOURCE

Product/Service being requested:

Lee County Board of County Commissioners (County) recently approved an \$18M upgrade to its public safety radio system, moving the system off of analog and onto a digital platform which brings many improvements including enhanced capacity and interoperability between first responders that an analog system can't provide. LCPA must purchase software to make the existing APX radios work with the County's new P25 digital platform for public safety communications.

Describe the need:

In September, 2019 the County approved a public safety radio system network based on P25 digital technology which is designed to improve transmission clarity, reliability and security while creating a universal platform for various radio manufacturers to communicate on. P25 equipment is available on many different frequency bands, including 800MHz, allowing LCPA to simply upgrade its existing equipment to be compatible with the P25 digital platform.

Recently, the County issued requirements to all agencies utilizing the P25 digital platform. In order to comply with the requirements issued by the County and enable migration to the new system, LCPA must install flash upgrade software and perform related programming to convert existing portable and mobile 800 MHz radios currently in use by LCPA. This software upgrade and programming will make existing equipment compatible with the countywide P25 radio system digital network; therefore staff recommends award of a firm, fixed price sole source purchase of P25 software to flash upgrade 143 existing APX series radios and comply with county issued mandates necessary to utilize the P25 radio system digital network. The costs have been reviewed by staff and found to be reasonable.

Basis for vendor selection:

Lee County Port Authority has standardized its use of 800 MHz radios to communicate with airport operational personnel and public safety responders from other organizations.

Please be advised that for all contracts valued at \$100,000 or more, award requires approval of the Airports Special Management Committee and the Lee County Board of Port Commissioners.

Sole Source provider statement from vendor attached



Melissa M. Wendel, Procurement Manager (or designee)

Award of a contract may be made for the required good, service, system, software, or construction item; or if use of a specific product or service is required to preserve the Port Authority's existing warranty or contractual rights; or, if the product is proprietary and a trade secret under F.S. 812.081, and, is required to maintain compatibility with existing or proposed Port Authority equipment, facilities, systems, services or software.



13891 Jetport Loop Road, 9
 Fort Myers, FL 33913
 Office: (863) 381-2211
 Fax: (239) 236-0344

Lee County Contract
 RFP180563MRH

Lee County Port Authority

Qty.	Model	Description	Unit Price	Extended
<u>APX Series Software Flash Upgrade</u>				
81	T7664,T7553	APX6000AN OR APX7000 PORTABLE	\$954.20	\$77,290.20
	QA00580AE	ENH: TDMA OPERATION		
	QA09000AB	ADD: GROUP SERVICES FLP		
	QA09012AB	ADD: MISSION CRITICAL GEOFENCING FLP		
	G996AX	ENH: PROGRAMMING OVER P25 (OTAP)		
	QA03399AB	ADD: ENHANCED DATA		
	H869CC	ENH: MULTIKEY		
	SVC209	PROGRAMMING		
19	T7664B, T8553	APX6000BN OR APX8000 PORTABLE	\$1,161.20	\$22,062.80
	QA00580AE	ENH: TDMA OPERATION		
	QA09000AB	ADD: GROUP SERVICES FLP		
	QA09012AB	ADD: MISSION CRITICAL GEOFENCING FLP		
	G996AX	ENH: PROGRAMMING OVER P25 (OTAP)		
	QA03399AB	ADD: ENHANCED DATA		
	H869CC	ENH: MULTIKEY		
	QA09001AC	ENH: WI-FI CAPABILITY FLP		
	SVC209	PROGRAMMING		
43	T7697	APX SERIES MOBILE	\$954.20	\$41,030.60
	QA00580AE	ENH: TDMA OPERATION		
	QA09000AB	ADD: GROUP SERVICES FLP		
	QA09012AB	ADD: MISSION CRITICAL GEOFENCING FLP		
	G996AX	ENH: PROGRAMMING OVER P25 (OTAP)		
	QA03399AB	ADD: ENHANCED DATA		
	H869CC	ENH: MULTIKEY		
	SVC209	PROGRAMMING		
TOTAL				\$140,383.60

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve the service provider agreement with American Facility Services to provide janitorial services for Base Operations at Page Field</p> <p>2. FUNDING SOURCE: UH5120041203.503490</p> <p>3. TERM: Five (5) year term with two (2) additional two-year term options</p> <p>4. WHAT ACTION ACCOMPLISHES: Establishes a multi-year agreement with a janitorial company to provide cleaning services for Base Operations at Page Field.</p>	<p>5. CATEGORY: 13. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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>Mark Fisher</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:
Currently, SP Plus provides daily cleaning services in the Base Operations terminal facility at Page Field as well as cleaning services at Southwest Florida International Airport. The current, month to month agreement with SP Plus at Base Operations is expected to end on January 31, 2021.

In anticipation of the current agreement ending, on August 18, 2020, LCPA advertised Request for Bids (RFB) #20-49MLW for Janitorial Services for Base Operations at Page Field. The RFB was uploaded to lonwave.com and posted to the LCPA, Airport Council International, Florida Airports Council, and Airport Minority Council websites. A mandatory pre-bid meeting was held on September 2, 2020 with eight (8) different companies in attendance. Bids were received electronically and opened on September 28, 2020 at a publicly noticed meeting. Bids were received from the following companies (listed in alphabetical order):

1. American Facility Services
2. Executive Management Services, Inc.
3. Jani-King
4. Owens Realty Services
5. USSI

The Service Provider Agreement provides for comprehensive, performance-based janitorial services and day porter services year round. Additionally, there is a provision within the agreement that allows for extra work to be performed as

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 <input checked="" type="checkbox"/> (7-0)</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)

authorized by the Authority at the established bid amount hourly rate.

Based on the bid packages received, staff recommends awarding the service provider agreement to the lowest, most responsive, responsible bidder, American Facility Services. In addition to the services provided for in the base bid, staff also recommends awarding Alternate Service # 1, Day Porter Service.

The Year One base bid, inclusive of an estimated 150 hours of extra work, plus six additional months of day porter services comes to \$102,996.

If approved, the service provider agreement will have an initial term of five (5) years beginning February 1, 2021 with the option to extend the term for two (2) additional two (2) year terms at the Authority's sole discretion. The provider will be compensated for authorized services consistent with the applicable contract rates and approved annual operating budget.

Attachments:

Bid Tabulation Sheet

RFB #20-49MLW

Addendum 1

Addendum 2

Service Provider Agreement

Title of Solicitation:

RFB-20-49 MLW Janitoiral Services for Base Operations at Page Field

	American Facility Services	United States Service Industries, Inc.	Executive Management Services Inc.	Jani King DBA Savannah River	Owens Realty Services
Minimum Qualifications Met					
1. Registered as a Florida Corporation	✓	✓	✓	✓	✓
2. Bidder Provided Janitorial Services for 3 consecutive years within the last 10 years	✓	✓	✓	NO	✓
3. Bidders provided signed statement attesting continuously Janitorial services without change of ownership since Jan 2015	✓	✓	✓	NO	✓
4. Attended Mandatory Prebid Meeting	✓	✓	✓	✓	✓
5. Submit signed statement from Insurance company confirming bidders ability to obtain insurance coverage	✓	✓	✓	✓	✓
Form 1 Bidder's Certification	✓	✓	✓	✓	✓
Form 2 Official Bid Form	✓	✓	✓	✓	✓
Service- Year 1					
Routine Cleaning	\$ 53,760.00	\$ 82,311.36	\$ 77,808.00	\$ 67,111.32	\$ 124,173.96
Day Porter Services	\$ 26,064.00	\$ 31,783.62	\$ 27,588.00	\$ 31,500.00	\$ 6,791.22
Extra Work	\$ 3,300.00	\$ 3,292.50	\$ 3,750.00	\$ 3,352.50	\$ 2,916.00
Total Year One	\$ 83,124.00	\$ 117,387.48	\$ 109,146.00	\$ 101,963.82	\$ 133,881.18
Service- Year 2					
Routine Cleaning	\$ 53,760.00	\$ 84,780.72	\$ 78,948.00	\$ 69,677.55	\$ 127,899.12
Day Porter Services	\$ 26,064.00	\$ 32,737.14	\$ 28,128.00	\$ 32,130.00	\$ 6,994.98
Extra Work	\$ 3,300.00	\$ 3,391.50	\$ 3,750.00	\$ 3,419.55	\$ 3,003.00
Total Year Two	\$ 83,124.00	\$ 120,909.36	\$ 110,826.00	\$ 105,227.10	\$ 137,897.10
Service- Year 3					
Routine Cleaning	\$ 54,835.20	\$ 87,324.12	\$ 80,148.00	\$ 71,071.08	\$ 131,736.12
Day Porter Services	\$ 26,585.28	\$ 33,719.28	\$ 28,668.00	\$ 32,772.60	\$ 7,204.81
Extra Work	\$ 3,360.00	\$ 3,493.50	\$ 3,750.00	\$ 3,487.50	\$ 3,093.00
Total Year Three	\$ 84,780.48	\$ 124,536.90	\$ 112,566.00	\$ 107,331.18	\$ 142,033.93
Service- Year 4					
Routine Cleaning	\$ 54,835.20	\$ 89,943.84	\$ 82,380.00	\$ 72,492.48	\$ 135,688.24
Day Porter Services	\$ 26,585.28	\$ 34,730.88	\$ 29,748.00	\$ 33,428.04	\$ 7,420.95
Extra Work	\$ 3,360.00	\$ 3,598.50	\$ 3,750.00	\$ 3,558.00	\$ 3,186.39
Total Year Four	\$ 84,780.48	\$ 128,273.22	\$ 115,878.00	\$ 109,478.52	\$ 146,295.58
Service- Year 5					
Routine Cleaning	\$ 55,372.80	\$ 92,642.16	\$ 84,672.00	\$ 73,942.32	\$ 139,758.89
Day Porter Services	\$ 26,845.92	\$ 35,772.78	\$ 30,828.00	\$ 34,096.62	\$ 7,643.58
Extra Work	\$ 3,399.00	\$ 3,706.50	\$ 3,750.00	\$ 3,628.50	\$ 3,282.00
Total Year Five	\$ 85,617.72	\$ 132,121.44	\$ 119,250.00	\$ 111,667.44	\$ 150,684.47
Grand Total Years 1-5	\$ 421,426.68	\$ 623,228.40	\$ 567,666.00	\$ 535,668.06	\$ 710,792.26
Alternative Bid Pricing					
1. Day Porter Services (May 1 - October 31) 7 days a week 10am - 6pm	\$ 19,872.00	\$ 32,310.42	\$ 29,256.00	\$ 31,500.00	\$ 22,669.92
2. Day Porter Services (May 1 - October 31) Friday only 10am- 6pm	\$ 39,744.00	\$ 4,741.20	\$ 4,140.00	\$ 4,500.00	\$ 3,238.56
Form 3 Lobbying Affidavit	✓	✓	✓	✓	✓
Form 4 Public Entity Crimes Form	✓	✓	✓	✓	✓
Form 5 Bidder's Scrutinized Companies Certification	✓	✓	✓	✓	✓
Form 6 Local Vendor Preference Affidavit	✓	✓	✓	✓	✓
Form 7 No Bid Submission (optional form)					
BID BOND	copy of Bid Bond submitted	copy of Bid Bond submitted	copy of Bid Bond submitted	copy of Bid Bond submitted	copy of Bid Bond submitted
SunBiz status	Active	Active	Active	Active but under a different name not Jani King	Active
Vendor Exceptions	N/A	N/A	N/A	N/A	N/A

\$ (114,241.38)



PURCHASING OFFICE
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

**REQUEST FOR BIDS (RFB) 20-49MLW
FOR
Janitorial Services for Base Operations at
Page Field**

DATED: August 24, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Agent Megan Wilson
Telephone: (239) 590-4558
Email: mlwilson@flylcpa.com

MANDATORY PRE-BID MEETING:

10:00 a.m. on Wednesday September 2, 2020
5200 Captain Channing Page Drive, Ft. Myers, FL 33907
Base Operations-Pacific Seminar Room, Second Floor

A site tour will occur immediately following the pre-bid meeting. Remote attendance is not available. To ensure appropriate social distancing related to the ongoing COVID-19 pandemic, participation is limited to two (2) representatives per bidder.

INQUIRIES/CLARIFICATION REQUESTS DEADLINE:

Friday, September 11, 2020, by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION DUE DATE AND TIME:

Thursday, September 24, 2020 at 2:00 p.m. local time via Goggle Meet

Meeting ID: meet.google.com/duc-mszi-vky

Phone Numbers: (US) [+1 413-276-7205](tel:+14132767205) PIN: 547 071 721#

NOTICE OF IMPORTANT SOLICITATION DATES

The Lee County Port Authority (hereafter referred to as "Authority") invites the submission of electronic bids from all interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide Janitorial Services for Base Operations at Page Field.

Solicitation documents may be accessed at <https://flylcpa.ionwave.net/Login.aspx>.

A mandatory pre-bid meeting will be held at 10:00 a.m. on September 2, 2020. Potential bidders may participate by physically reporting to the site of the pre-bid meeting. Due to crowd size limitations of 2 representatives per bidder will be allowed. Remote attendance is not available.

The pre-bid meeting will be conducted at Base Operations at Page Field Airport, Pacific Seminar Room, located at 5200 Captain Channing Page Drive, Fort Myers, Florida 33907.

Sealed bids must be submitted electronically in Ionwave no later than **2:00 p.m., Thursday, September 24, 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.

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 Megan Wilson, Procurement Agent at (239) 590-4558 or email: mlwilson@flylcpa.com

Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913-8899

PART A
INFORMATION FOR BIDDERS

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

The Authority is soliciting bids to perform janitorial services for the Base Operations building at Page Field. Sealed bids will be electronically unsealed and read publicly after the time specified for receipt of bids stated 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 view the electronic opening by using the link to the meeting this is provided on the cover page of this Request For Bids.

A.02 ELECTRONIC SUBMISSION OF 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.

All electronic documents must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CADD drawings. Scanned documents must be created as PDF/A compliant, made text searchable, and have a minimum resolution of 300 dpi.

A.03 DELAYS CAUSED BY TECHNOLOGICAL ISSUES

Bids must be submitted prior to the deadline for submittal indicated on the cover page. It is the sole responsibility of the bidder to submit their bid to the Authority prior to the stated date and time for submission of bids. Bidder is responsible for taking all necessary steps to ensure their bid is received by the due date and time. 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 QUESTION AND CLARIFICATION PERIOD

Except during a scheduled pre-bid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders must submit written inquiries regarding this RFB to flylcpa.ionwave.net, on or before the dated and time stated on the cover page. Companies must register with IONWAVE to participate in any Lee County Port Authority solicitation. The Authority will not respond to inquiries received past the published deadline. No interpretation of the meaning of the plans, specifications or any other portion of these solicitation documents will be binding if made to any bidder orally by any representative of the Authority

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 as if contained in the originally issued solicitation documents.

A.06 DISTRIBUTION OF BID 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 Technologies Vendor Support at 866-277-2645, or by registering at <https://flylcpa.ionwave.net/Login.aspx> or through the electronic link available at the Authority website www.flylcpa.com/purchasing.

A.07 PRE-BID MEETING

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. A Bidder's failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

The purpose of the pre-bid meeting is to discuss the requirements and objectives of this RFB, to answer any questions potential bidders have about the RFB, and to answer any general questions about the Authority. At the pre-bid meeting, the Authority will attempt to answer all questions received, 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.

A.09 COST OF PREPARATION

The cost of preparing a bid in response to this RFB shall 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 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 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.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 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 clarification, require additional information and documentation from any bidder, or cancel this solicitation and solicit for new bids at any time prior to the execution of 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 successful bidders when possible to foster the economic growth of the local community.

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

A.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 at www.flylcpa.com. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.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 BID

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 its bid in Ionwave is received by the Purchasing Office representative indicated on the cover page at least two hours prior to the

time specified for unsealing the bids. Revised bids must be submitted electronically prior to the time specified for unsealing the bids.

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 accordance 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) will be required to execute and return a Service Provider Agreement in substantially the attached form, unless amended during the bid process, within ten (10) calendar days from issuance of the notice of intent to award the bid 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 submit the agreement for review and approval of the Board of Port Commissioners; complete the execution of the awarded service successful bidder 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.**

A.37 E-VERIFY

In accordance with Florida Statute Section 448.095(2) (2020), beginning January 1, 2021, the successful bidder shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Furthermore, successful bidder's agreement with the Authority cannot be renewed unless at

the time of renewal, the successful bidder certifies to the Authority that it has registered with and uses the E-Verify system.

If the successful bidder enters into an agreement with a subcontractor, the subcontractor must provide the successful bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and successful bidder must maintain a copy of such affidavit for the duration of the agreement. If the successful bidder develops a good faith belief that any subcontractor with which is it contracting has knowingly violated Florida Statute Section 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) successful bidder shall terminate the contract with the subcontractor.

If the Authority develops a good faith belief that the successful bidder has knowingly violated Florida Statute Section 448.094(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized work by the immigration laws or the Attorney General of the United States) Authority shall terminate this agreement. Pursuant to Florida Statute 448.095(2)(c)(3), termination under the above circumstances in not a breach of agreement and may be considered as such.

[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 must properly complete all bid forms.

B.01 MINIMUM QUALIFICATIONS

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

No documentation is required. The Authority will verify registration.

2. For at least three consecutive years within the last ten years, Bidder must have provided commercial janitorial services.

To demonstrate this experience, bidder must submit references from three commercial customers that have been provided commercial janitorial services from bidder for three consecutive years. For each reference, bidder must provide the following information:

- a. Name of client (s)
 - b. Name and address of facility being serviced
 - c. Client Contract Administrator Contact Information- title, telephone and email
 - d. Service dates (Start/End)
3. Bidders must prepare a signed statement attesting that it has continuously provided commercial janitorial services since January 1, 2015 with no change in ownership.

Provide and submit information with bid submittal.

4. Bidder's representative must have physically attended the mandatory pre-bid meeting and site tour.

No documentation is required. The Authority will verify attendance.

5. Bidder must submit a signed statement from their insurance agent confirming bidder's ability to obtain the insurance coverage requirements set forth herein.

Provide and submit signed statement with bid submittal

B.02 BASIS OF AWARD

The award of the agreement resulting from this RFB will be made to the lowest, responsive and responsible Bidder. The lowest bid will be based on the lowest cumulative five year total for all base bid items, plus any alternate chosen. To be considered for award, bidder is required to bid both the base bid and the alternative bid sections.

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 as 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 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 COMPENSATION

Payment will be made on a monthly basis for the satisfactory performance of services rendered by the Bidder upon submission of an accurate invoice. Invoices for services rendered in the preceding month will be submitted to Page Field (FMY) Management for review and approval. The monthly invoice must include the following information.

The following categories will be identified on the invoice, as applicable:

Monthly Routine Cleaning. Payment for this item shall be based on a lump sum amount for routine cleaning services satisfactorily performed in accordance with the requirements specified in Part C.

Day Porter Services. Nov 1 through April 30

Charges will be paid based on monthly rate for Day Porter Services for services rendered during the time period November 1 through and including April 30.

Alternate 1: Day Porter Services. May 1 through October 31 – Daily 8 hours

If approved, Day Porter Services will be paid based on eight hour days, from May 1 through October 31st, Total of 6 (six) months. The total amount will be divided evenly into 6 (six) monthly installments.

Alternate 2: Day Porter Services. May 1 through October 31 – Friday 10a-6p

If approved, Day Porter Services will be paid based on eight hour days, from May 1 through October 31st, Total of 6 (six) months. The total amount will be divided evenly into 6 (six) monthly installments.

Extra Work. Payment will be based on the charges for Extra Work that have been performed to the Authority's satisfaction and invoiced in accordance with an approved Task Authorization issued by the Authority.

No payment will be made if Base Operations is taken out of service by the Authority. In such an event, the Bidder and the Authority will prorate the applicable changes accordingly.

B.04 SERVICE PROVIDER AGREEMENT TERM

The Authority intends to enter into a Service Provider Agreement with the successful bidder to provide janitorial services for a period of five (5) years beginning February 1, 2021. The Authority may extend the term of the agreement for up to two (2) optional two year terms, at its sole option, and under the same terms and conditions as the initial term. If the Authority exercises both renewal options, the total term of the agreement will be nine (9) years.

END OF PART B

PART C
SCOPE OF SERVICES

C.01 **SUMMARY**

The scope of services for Janitorial Services for Base Operations at Page Field includes but is not limited to furnishing all labor, cleaning agents, training, supervision, materials, equipment, tools and any incidental supplies (unless otherwise specifically stated in this document) required to perform commercial janitorial cleaning and day porter services as described below.

All cleaning methods and product use must adhere to industry and manufacturer approved standards. All routine cleaning activities, except day porter services, shall be scheduled so as not to interfere with Base Operations daily operations (6AM-10PM).

Square footages provided in this Request for Bids are approximate and not warranted. Bidder is advised to verify square footages before calculating its pricing. No adjustments to pricing will be made to compensate for errors in square footages specified in this Request for Bid, including all exhibits.

Cleaning methods used by the successful bidder must result in meeting or exceeding the Minimum Cleaning Standards set forth in Exhibit A.

The Authority reserves the right to add or delete 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 Scope of Services. 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 Agreement. Payment will be adjusted in accordance with the contracted unit pricing.

C.02 **PERFORMANCE BASED CLEANING**

The successful bidder's services will be considered completely performance based. The requirements set forth in this RFB are the minimum acceptable 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 this scope of services and must meet or exceed the minimum cleaning standards described in Exhibit A, Minimum Cleaning Standards, with minimal monitoring by the Authority, regardless of the number of personnel or hours needed for the successful bidder to ensure sanitary and polished results at all times. The Authority expects the Successful bidder to adjust the Cleaning Schedule as the Successful bidder deems necessary to consistently meet the minimum cleaning standards at all times, at no additional cost to Authority.

Successful bidder 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.

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 Successful bidder 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 Successful bidder. The Successful bidder is required to address each issue identified in the assessment and immediately take 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.

C.03 CONVENIENCES

The Authority will be responsible for providing generally available electricity and water to perform the Services, at no cost to Successful bidder.

The Authority will provide storage areas, janitorial closets, and space for personnel breaks within the Base Operations. 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 will be kept clean and orderly by Successful bidder.

C.04 CONTRACT COMPLIANCE ADMINISTRATOR

The Authority will designate a contract compliance administrator to be responsible for performing the following tasks:

- 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, contract performance, lessons learned, technological changes, inspection documentation and changes to Bidder's Quality Control Program.
- The day-to-day communication with successful bidder's team.
- Working with the successful bidder to plan Extra Work in such a way that it achieves maximum coverage and is uniformly distributed throughout the year. The bidder must be able to clean without undue hindrance to the public while the Authority is able to meet increasing operational demand. Seasonality as well as constantly changing flight times must be a consideration for staff scheduling.
- Monitoring, interpreting and overseeing successful bidder'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 furnished by successful bidder, compliance with minimum cleaning standards and Authority satisfaction with performance levels.
- Authorizing minor changes or alterations in the work not involving extra costs and consistent with the overall intent of the service provider agreement

C.05 SUCCESSFUL BIDDER'S RESPONSIBILITIES

Successful bidder shall continuously monitor its performance to ensure contract compliance at all times.

The successful bidder will respond to any concerns from Authority with respect to performance of the janitorial services and any terms and conditions of the service provider agreement and will be available via phone during normal business hours and will respond to the site as needed to discuss and determine the appropriate action needed to address Authority's concerns.

Successful bidder must oversee and manage the routine and regular provision of janitorial services.

The Authority reserves the right to require the immediate termination of any of the successful bidder's personnel as determined by the Authority, including the immediate termination/replacement of successful bidder's manager. In such case, successful bidder will appoint an Authority approved interim manager until a permanent replacement is identified by successful bidder.

The responsibilities of the manager of the successful bidder include but are not limited to:

- Communicate regularly with the Authority.
- 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 minimum performance requirements are met.
- Be responsible for the overall daily management and supervision of all maintenance and repairs to successful bidder's equipment, training, subcontractors, scheduling of personnel, and inspection of all work.
- Be knowledgeable of janitorial procedures and practices especially in the correct, effective and safe use of all the required cleaning agents, janitorial equipment, cleaning techniques, terrazzo floor care, 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 facilities and its furnishings, fixtures and appurtenances.

C.06 SAFETY AND JOB TRAINING PROGRAM

- The successful bidder shall ensure each employee engaged in the performance of janitorial services under this agreement with the initial and recurrent training needed to safety, securely, and competently perform janitorial services.
- The successful bidder shall maintain a training file for each employee's employment record. The training record must show, at a minimum, the employee's name, date of employment, and the date and type of each training class attended. A transcript of the training record must be made available upon the Authority's request.
- All employees training shall be provided at successful bidder's expense.
- At a minimum, each employee must receive training in the following areas, when an employee is hired and when new procedures, methods, equipment or chemicals have been introduced:
-

1. General orientation and introduction to assignment areas
2. Chemical safety precautions, Material Safety Data Sheets (MSDS)
3. Tools and equipment, operation and general safety
4. Airport procedures, security, keys, passenger assistance
5. Restroom cleaning and disinfecting
6. Common mistakes
7. Floor Care and maintenance
8. Safety issues, compliance with OSHA ACT of 1970
9. Blood-borne pathogen safety program

Successful bidder must ensure that each employee receives refresher training annually.

C.07 PERSONNEL

Successful bidder will:

- Abide by all state and federal regulations on 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.
- 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 it comply with the rules and regulations of the Authority.
- Maintain an updated list showing 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.
- Provide coverage seven days a week or as required according to the Authority.
- Pay any fines levied against the Authority caused by successful bidder's personnel, at no cost to Authority.
- Be solely responsible for the safety, conduct and performance of successful bidder's employees and take all necessary steps to terminate employees who participate in acts of misconduct. Immediately, upon written notice by Authority, successful bidder must remove from airport service, any employee who participates in unsafe and/or illegal acts, who violates Authority rules and regulations or who, in the opinion of successful bidder or Authority, is otherwise detrimental to the public.
- Repair any property damage caused by successful bidder's personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear, at no cost to Authority. All repairs must be made to Authority's satisfaction or Authority may make or cause to be made appropriate repairs at Successful bidder expense.

- Maintain current and relevant written job procedures and work methods and provide a copy to the Authority upon request.

C.08 PERSONNEL CONDUCT

The Successful bidder will develop and implement general rules for employee conduct that instruct personnel to:

- Be clean and neat and presentable;
- Interact with facility users and employees in a prompt, polite, and businesslike manner;
- Communicate effectively in English;
- Comply with Authority rules and regulations and comply with successful bidder's general rules for employee conduct; and not use improper language, act in a loud, boisterous or improper manner;
- Show proof of citizenship or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits and that they are legal aliens eligible to be employed in the United States;
- Take no breaks or loiter in public areas of the Airport facilities while in uniform and not use of personal cellular devices during working hours;
- Immediately turn in all items of value found in the facilities to the Authority;
- Not solicit or accept, for any reason whatsoever, any gratuity from the passengers, tenants, customers, or other persons on property;
- 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, as appropriate. Face masks that cover the mouth and nose are required to be worn at all times during normal business hours (0600-2000) in public areas of the terminal.
- The Authority will establish standards that successful bidder's employees must meet in order to be permitted access to areas on property that are deemed sensitive by Authority.

C.09 UNIFORMS

The successful bidder and its subcontractors and/or personnel are required to wear uniforms while on duty. Uniforms must identify the successful bidder's company name and employee's first name on the front of the shirt. Uniforms are to consist of long pants (no jeans) and a long or short-sleeved shirt and closed-toe shoes. Uniforms shall be neat, clean, and well maintained. Permanently stained, torn, disheveled or unsightly uniforms must be replaced immediately.

Uniforms must not resemble those worn by Airport staff and must be submitted to the Airport for approval prior to commencing work under the contract.

Employees that fail to wear the approved uniform in a proper manner during work hours must be removed from the property at once.

Subcontractor uniforms and vehicles must be clean and clearly identified with company logo and name.

C.10 **KEYS**

The Authority is responsible for the initial issuance of access keys required for all spaces covered under the service provider agreement.

The Successful bidder must:

- Properly secure Authority keys at all times.
- Not duplicate Authority keys.
- 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 Successful bidder within thirty (30) days of the date the expense is incurred, or the expense will be withheld from any payment due the successful bidder.

C.11 **EQUIPMENT**

The successful bidder must provide equipment necessary to meet the performance requirements of the service provider agreement- 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 FMY Management at any time, with or without notice.

The successful bidder will be responsible for maintaining all equipment in good, clean, and functional operating condition at all times. The Successful bidder bears all risk of loss, damage or theft.

Successful bidder must require personnel to use all equipment in strict compliance with all applicable federal, state and local environmental and safety laws and regulations.

C.12 **STORAGE PLAN**

Successful bidder will 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.

C.13 **CLEANING AGENTS, MATERIALS, SUPPLIES AND EQUIPMENT**

Successful Bidder will furnish the supplies and materials listed below. Supplies and materials must be stored on site in designated areas.

1. A sufficient number of barricades and proper slip hazard signs for each floor area being cleaned to adequately protect the public and/or passersby.
2. All cleaning products, chemicals, and personal protective equipment necessary to perform the work. Successful bidder shall not use products containing ammonia, chlorine, bleach, or acidic cleansers without prior authorization of FMY Management. All products and chemicals must be used in strict compliance with label instructions and all federal, state, and local environmental safety laws and regulation and have:
 - a. An original label on the container
 - b. A label or brochure that contains instructions for use of each type
 - c. A copy of the OSHA Safety Data Sheet, or equivalent, for all chemicals used in the performance of the work.

3. Garbage bags of appropriate size and mil thickness for all trash receptacles.
4. Any other equipment or materials necessary to perform the scope of work.

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.

The successful Bidder is required to submit a list of proposed cleaning agents, supplies, materials and equipment to FMY Management for approval at least 30 days prior to the effective date of the service provider agreement. The list, once approved, 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 service provider agreement and kept in the approved storage area.

The successful bidder must maintain a minimum 30-day inventory supply level at all times. The minimum required amount of inventory may be adjusted by FMY Management if necessary due to storage limitations.

The successful bidder is required to perform in a manner that ensures the safety of its employees, Authority employees and uses of the airport 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 service provider agreement.

Liquid cleaning supplies must be stored and used in one-gallon plastic containers. The containers 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.

Equipment, Supplies, and Materials to be furnished by Authority

1. Paper towels
2. Toilet tissue
3. Facial tissue
4. Cloth hand towels for public restrooms
5. Hand soap
6. Toilet seat covers
7. Toilet and urinal sanitary bowl blocks
8. Mouthwash

C.14 MANAGEMENT AND DISPOSAL OF CHEMICAL WASTE

The successful Bidder is responsible for the management and disposal of all chemical wastes and other wastes that are generated through its cleaning actions. The successful Bidder 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 A, Minimum Cleaning Standards. No waste materials or effluent may be discharged outdoors or to

Authority's stormwater sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges must comply with Authority regulations.

C.15 REQUIRED PLANS AND REPORTING

Cleaning Plan and Schedule. This detailed daily and monthly schedule identifies all tasks to be accomplished in the cleaning plan. The successful Bidder must update this schedule on a monthly basis to reflect changes in the schedule for the next month if applicable. The updated schedule must be provided to FMY Management by 8:00 a.m. on the first day of every month.

All regularly scheduled cleaning activities, except day porter services, will be scheduled so as not to interfere with daily FBO operations. FMY Management will work out defined times with successful Bidder.

Monthly Report. The successful Bidder is required to submit to FMY Management, a monthly report that includes, at a minimum, the following:

- A detailed list of cleaning completed during the previous month in accordance with the Cleaning Plan and Cleaning Schedule and any incomplete or outstanding work.
- 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 to update or modify procedures or requirements for specific cleaning work.
- 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.

C.16 SPILLS

Spills of any type that are discovered by successful Bidder's personnel must be isolated and cleaned up immediately.

C.17 NOTIFICATIONS- DEFICIENCIES, INCIDENTS, ACCIDENTS, AND COMPLAINTS

The successful Bidder must immediately notify FMY Management 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 potential injury, proposed solution and time to resolution.

The successful Bidder must immediately notify FMY Management via telephone regarding any hazard created by or discovered by the successful Bidder 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.

In an emergency, successful Bidder 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.

C. 18 QUALITY CONTROL PROGRAM

The successful Bidder is required to establish and maintain an effective Quality Control Program (QCP). 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 successful Bidder is required to submit a Quarterly Quality Assurance/Quality Control report that summarizes data collected, identifies areas needing improvement, and recommends cleaning schedule improvements.

C.19 EXTRA WORK.

The successful Bidder 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, the successful Bidder will advise the Authority in writing of the proposed itemized cost of the change in accordance with the terms of the service provider agreement. 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.

Payment for extra work shall be made based upon the accepted hourly rate bid for the number of hours authorized in advance in writing by the Authority.

C.20 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 successful Bidder 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 successful Bidder of its findings in writing, providing the date of each infraction and the associated amount of liquidated damages being assessed.

Further, the successful Bidder will conduct re-cleaning for completed cleaning areas that are deemed unacceptable to Authority, at no cost to Authority.

Successful Bidder's monthly invoice 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

Infraction	Caused by	LD Amount
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/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	\$100 per re-inspection
Work-No Show	Employees of all shifts that do not show up to work	\$500 per occurrence

C.21 **ROUTINE CLEANING.** The following tasks are to be performed daily. Payment for routine cleaning will be made on a monthly basis.

AREA: First Floor

- 1) **Lobby (Room 100),
CSR Counter (Room 100A),
Airside Vestibule (Room 100B),
Car Rental Counter (Room 100C),
W. Corridor (Room 102),
Coffee Bar (Room 102A),
Flight Planning (Room 103),
Public Restroom Vestibule (Room 106),
Gift Shop (Room 131), Elevator Cab,
Total approximate square footage = 5,183**

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- b) Dust and wipe window blinds.
- c) Fully vacuum all carpets – spot clean as necessary using manufacturer approved cleaner.
- d) Clean terrazzo – utilizing T5 scrubber and appropriate combination of solution and pad.
- e) Clean glass doors and glass walls.
- f) Clean and sanitize coffee bar counter, walls, and cabinet doors.
- g) Clean, sanitize, and polish drinking fountains.

- 2) **Women's Public Restroom (Room 107),
Men's Public Restroom (Room 108),
Pilot's Shower (Room 110A),
Total approximate square footage=448**

- a) Clean porcelain tile floors.
- b) Clean plumbing fixtures and dispensers.
- c) Clean and brush all toilets and urinals.
- d) Clean shower and shower fixtures.
- e) Use a brush and mild cleaner to clean all sinks.
- f) Clean and sanitize countertops.
- g) Wipe down all walls and stall doors.

- h) Clean mirrors to a spot and streak free finish.
- i) Restock all paper products as necessary.
- j) Ensure soap dispenser levels are adequate. Refill or replace as necessary.
- k) Check supply of other incidentals (mouthwash, deodorant, etc.) and refill/replace as necessary.

3) **Café (Room 105)**

Total approximate square footage=419

- a) Vacuum and wet mop floor.
- b) Dust and wipe window blinds.
- c) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- d) Spot clean and sanitize microwave surfaces with appropriate products.
- e) Clean vending machine surfaces. Sanitize buttons.

4) **Pilot's Lounge (Room 110),
Pilot's Quiet Room (Room 115),**

Approximate square footage=645

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- b) Dust and wipe window blinds.
- c) Fully vacuum all carpets – spot clean as necessary using manufacturer approved cleaner.

5) **Pilot Rec Room (Room 112),
W. Corridor (Room 109),**

Approximate square footage=626

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- b) Vacuum and wet mop floor.

6) **Work/Copy Room (Room 117),
East Corridor (Room 132),**
Approximate square footage=724

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories
- b) Dust and wipe window blinds.
- c) Vacuum and wet mop floor.

7) **Line Support (Room 118),
Galley (Room 119),
Employee Break Room (Room 120),
Uniform Storage (Room 127),**
Approximate square footage=857

- a) Dust and spot clean all furniture, fixtures, equipment, appliances, and accessories.

- b) Dust and wipe window blinds.
- c) Vacuum and wet mop floor.
- d) Clean and sanitize Galley sink and countertop.
- e) Spot clean refrigerator and microwave surfaces with appropriate products.

**8) Employee Women's Restroom (Room 129),
Employee Men's Restroom (Room 207),
Approximate square footage=418**

- a) Clean porcelain tile floors.
- b) Clean plumbing fixtures and dispensers
- c) Clean and brush all toilets and urinals.
- d) Clean shower and shower fixtures.
- e) Use a brush and mild cleaner to clean all sinks.
- f) Clean and sanitize all fixtures and countertops.
- g) Wipe down all walls and stall doors.
- h) Clean mirrors to a spot and streak free finish.
- i) Restock all paper products as necessary.
- j) Check supply of other incidentals (mouthwash, deodorant, etc.) and refill/replace as necessary.

**9) Stair Towers (Rooms 116 and 122).
Approximate square footage=217**

- a) Vacuum and wet mop floor.

Second Floor

**10) Catwalk (Room 200),
Overlook (Room 201),
Overlook (Room 213),
Approximate square footage = 1,717**

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- b) Dust and wipe window blinds.
- c) Clean exterior of glass display cabinets.
- d) Dust, spot clean, and sanitize overlook railings.
- e) Clean terrazzo – utilizing T5 scrubber and appropriate combination of solution and pad.
- f) Clean, sanitize, and polish drinking fountains.

**11) Men's Restroom (Room 205),
Women's Restroom (Room 206),
Approximate square footage = 315**

- a) Clean porcelain tile floors.
- b) Clean plumbing fixtures and dispensers
- c) Clean and brush all toilets and urinals.
- d) Use a brush and mild cleaner to clean all sinks.
- e) Clean and sanitize countertops.
- f) Wipe down all walls and stall doors.
- g) Clean mirrors to a spot and streak free finish.
- h) Restock all paper products as necessary.
- i) Ensure soap dispenser levels are adequate. Refill or replace as necessary.
- j) Check supply of other incidentals (mouthwash, deodorant, etc.) and refill/replace as necessary.

**12) Chair Storage (Room 203),
Seminar Room (Room 204),
Approximate square footage = 876**

- a) Dust and spot clean all furniture, fixtures, equipment, displays, and accessories.
- b) Dust and wipe window blinds.
- c) Fully vacuum all carpets – spot clean as necessary using manufacturer approved cleaner.

**13) Reception Area (Room 214),
Training Room (Room 215),
Work Station Area (Room 216),
Approximate square footage = 1,631**

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- b) Dust and wipe window blinds.
- c) Clean porcelain tile floors.

**14) Break Area (Room 223),
Approximate square footage= 160**

- a) Clean and sanitize sink and countertop.
- b) Spot clean refrigerator and microwave surfaces with appropriate products.
- c) Clean porcelain tile floors.

**15) Men's Restroom (Room 225),
Women's Restroom (Room 227),
Approximate square footage = 141**

- a) Clean porcelain tile floors.
- b) Clean plumbing fixtures and dispensers
- c) Clean and brush all toilets and urinals.
- d) Use a brush and mild cleaner to clean all sinks.
- e) Clean and sanitize countertops.

- f) Clean mirrors to a spot and streak free finish.
- g) Restock all paper products as necessary.
- h) Check supply of other incidentals (mouthwash, deodorant, etc.) and refill/replace as necessary.

All Areas.

- 1) Check and clean all reachable interior glass (windows, doors, partitions, display cases) displaying noticeable smudges. Check and clean all reachable exterior glass doors.
- 2) Dust all picture frames.
- 3) Dust mop all hard floors.
- 4) Polish all stainless steel.
- 5) Clean and sanitize all high touch areas (door handles, hand railings, light switches, buttons, etc.)
- 6) Empty all trash and recycling receptacles and clean as necessary. Replace liners.
- 7) Spot clean all walls, doors, and light switches as necessary.
- 8) Measures must be taken to address and eliminate any objectionable odors in the terminal.
- 9) Conduct bio-hazard clean up as necessary.

Trash and Recycling

All trash and recycling receptacles, to include those located at entry and exit locations outside of the building, must be emptied daily and cleaned, as necessary. Trash and recycling materials must be transported and disposed of in the proper receptacles located at the terminal dumpster facility.

Cigarette Receptacles

Cigarette receptacles located outside the terminal must be emptied and cleaned daily.

The following tasks are to be performed weekly (52 times per year)

- 1) Dust all low and high reach areas to include all vents/registers/returns throughout.
- 2) Clean all baseboards throughout.
- 3) Clean and polish all doors.
- 4) Dust and polish all stair, catwalk, and overlook railings.
- 5) Clean all cobwebs around all doors and entrances.
- 6) **Offices (217,218,219,220,221,228,229,231),**
Approximate square footage = 1,464
 - a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
 - b) Dust and wipe window blinds.
 - c) Fully vacuum all carpets – spot clean as necessary using manufacturer approved cleaner.
- 7) **Women’s and Men’s Public Restrooms (Rooms 107,108,205 and 206),**
Machine scrub porcelain tile floors and clean grout.

The following tasks are to be performed monthly (12 times per year)

- 1) Machine scrub all porcelain tile floors and clean grout.

- 2) Using a high-speed floor machine, spray buffs all VCT tile floors. Scrub and apply polish as necessary.
- 3) Deep clean lobby terrazzo tile staircase.
- 4) Polish all poured terrazzo floors.
- 5) Deep clean flooring in Café.

The following tasks are to be performed biannually (2 times per year)

- 1) Conduct carpet extraction cleaning on all carpeted areas.

Minimum Equipment, Supplies, and Materials to be furnished by Successful Bidder

Successful Bidder must furnish the equipment, supplies, and materials listed below. The equipment, supplies, and materials must be stored on site at Base Operations in areas designated by FMY Management. Any equivalents must be approved in advance by FMY Management.

1. One (1) Tennant T5 28" walk behind scrubber (or equivalent) and appropriate pads.
2. One (1) Viper Venom floor machine (or equivalent).
3. One (1) Tennant ASC-15 all-purpose reel cleaner (or equivalent).
4. Two (2) three-speed carpet drier/blower.
5. One (1) Tennant BR 2000 high speed dust control burnisher (or equivalent).
6. Tennant Ex-Can-10 canister extractor (or equivalent).
7. Two (2) 35 gallon combo mop bucket.
8. One (1) stainless steel janitorial cart with protective edge bumpers.
9. One (1) Commercial Wet/Dry Vacuum.
10. One (1) Commercial Upright Vacuum.
11. One (1) Supercoach Back Pack VAC w/ Attachment Kit (or equivalent)
12. A sufficient number of barricades and proper slip hazard signs for each floor area being cleaned to adequately protect the public and/or passersby.
13. All cleaning products, chemicals, and personal protective equipment necessary to perform the work outlined in the Service Provider Agreement. Successful bidder shall not use products containing ammonia, chlorine, bleach, or acidic cleansers without prior authorization of the Authority. All products and chemicals must be used in strict compliance with label instructions and all federal, state, and local environmental safety laws and regulation and have:
 - a. An original label on the container
 - b. A label or brochure that contains instructions for use of each type of product.
 - c. A copy of the OSHA Safety Data Sheet, or equivalent, for all chemicals used in the performance of the work.
14. Garbage bags of appropriate size and mil thickness for all trash receptacles.
15. Any other equipment or materials necessary to perform the scope of work as defined in the Service Provider Agreement, and not previously listed in this section or in the "Furnished by Authority" section below.

C.22 DAY PORTER SERVICES

Day porter services shall be provided November 1st through April 30th - Seven days a week 8 hours per day. Schedule to be determined by FMY with the successful Bidder.

Bidders must provide alternate pricing options for the following.

- Alternate 1: May 1st through October 31st - Day porter services, seven days a week 8 hours per day.
- Alternate 2: May 1st through October 31st - Day porter services, Fridays from 10am-6pm.

Day Porter duties include, but are not limited to:

1. Public areas are to be continuously policed throughout the day for litter, spillages, emptying of trash receptacles, and removal of spots/marks on walls and column surfaces. Vacuum and clean floors as necessary. Continuously sanitize all high touch points.
2. Inspect all public restrooms several times per day and immediately after periods of peak activity for cleanliness and adequate supply of toiletries (soap, hand towels, sanitary products, toilet seat covers, mouthwash, etc.). Clean mirrors, sinks, toilets, and remove stains and trash. Floors around toilets and urinals must be mopped at least once daily and more often, as necessary.
3. Building entrances and perimeter of building are to be policed for removal of all litter, debris, and trash, including cigarette butts, during the course of the day. Clean interior and exterior surfaces of lobby windows, windowsills, and doors.
4. Check elevator cab. Clean as necessary.
5. Remove trash from trash receptacles as necessary and replace liners. Clean trash receptacles as necessary.
6. Launder, dry, and fold cloth hand towels in Authority provided washing machine and dryer.
7. Complete other related duties as requested by staff.

{End of Part C}

PART D
INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

All bidders must 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 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 must 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.

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 \$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 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 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 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, must be submitted with the bid. 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 bidder must 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 bidder fails to meet the required insurance standards set forth herein, the Authority may terminate any agreement it has with the successful bidder.

Subcontractor requirement

The successful bidder 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 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 bidder ("Successful bidder") will include substantially the following provisions:

- (1) Successful bidder 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 Successful bidder 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) Successful bidder'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. Successful bidder'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) Successful bidder 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 the Service Provider Agreement shall in no way lessen or limit the liability of the Successful bidder under the terms of this indemnification obligation. The Successful bidder shall obtain, at its own expense, any additional insurance that it seems necessary for the Port Authority or the County's protection.
- (5) This defense and indemnification obligation shall survive the expiration or termination of the Service Provider Agreement.

Guaranty and Bond Requirements

The following bonds and performance and payment guarantees are required if checked:

- ✓ A bid guaranty in the amount of \$10,000 must be provided. The bid 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 bid guaranty will be held by the Authority until such time as an agreement is entered into between the successful bidder and Authority. Failure to submit a proposal guaranty will result in bidder's bid being deemed non-responsive by the Authority.

Failure of the successful bidder 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 bid guaranty.

- ✓ Performance bond: A performance bond in the amount of \$25,000 must be presented by the successful bidder to the Authority within ten days of the issuance by the Authority of the written notice of intent to award the service provider agreement.

The purpose of the performance bond is to ensure full, timely and satisfactory performance of the services by the Successful bidder in accordance with the service provider agreement, for the entire term of the agreement, 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 service provider agreement.

[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, scope of services, insurance and bond requirements, and forms. 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 and/or services requested in this RFB. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate bids. 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 my bid and I agree to abide by all conditions of this RFB document.

I certify that all information contained in my bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit a 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 _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or online notarization this ____ day of _____ 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.

FORM 2: OFFICIAL BID FORM
RFB 20-49MLW

BIDDER'S NAME: _____

BIDS ARE DUE ON: THURSDAY, SEPTEMBER 24, 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 documents, including but not limited to, Information to Bidders, Special Instructions and Requirements, Scope of Services, Insurance and Bonding Requirements, 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:

JANITORIAL SERVICES FOR BASE OPERATIONS AT PAGE FIELD

in full accordance with the solicitation and contract documents and, if awarded the contract, to perform services as specified for the pricing awarded, which is based on the following bid schedule:

BASE BID

Base Bid pricing must incorporate all labor, cleaning agents, training, supervision, materials, equipment, tools, and any incidental supplies for the work stated in Section C, Scope of Services.

Service- Year 1	Unit Cost	Qty	Extended Total
A. Routine Cleaning- (Provide monthly cost x 12 months)	\$ _____ /mo	12 months	\$ _____ /yr
B. Day Porter Services – (Provide monthly cost x 6 months) (November 1 through April 30) 7 days a week from 10am-6pm	\$ _____ /mo	6 months	\$ _____ /yr
C. Extra Work – (Provide Hourly Rate x 150 hours per year)	\$ _____ /hr	150 hours	\$ _____ /yr
YEAR 1 GRAND TOTAL (SUM OF A & B and C)			\$ _____

FORM 2: OFFICIAL BID FORM (Con't)

Service- Year 2	Unit Cost	Qty	Extended Total
D. Routine Cleaning- (Provide monthly cost x 12 months)	\$ _____ /mo	12 months	\$ _____ /yr
E. Day Porter Services – (Provide monthly cost x 6 months) (November 1 through April 30) 7 days a week from 10am-6pm	\$ _____ /mo	6 months	\$ _____ /yr
F. Extra Work – (Provide Hourly Rate x 150 hours per year)	\$ _____ /hr	150 hours	\$ _____ /yr
YEAR 2 GRAND TOTAL (SUM OF D & E and F)			\$ _____

Service- Year 3	Unit Cost	Qty	Extended Total
G. Routine Cleaning- (Provide monthly cost x 12 months)	\$ _____ /mo	12 months	\$ _____ /yr
H. Day Porter Services – (Provide monthly cost x 6 months) (November 1 through April 30) 7 days a week from 10am-6pm	\$ _____ /mo	6 months	\$ _____ /yr
I. Extra Work – (Provide Hourly Rate x 150 hours per year)	\$ _____ /hr	150 hours	\$ _____ /yr
YEAR 3 GRAND TOTAL (SUM OF G & H and I)			\$ _____

Service- Year 4	Unit Cost	Qty	Extended Total
J. Routine Cleaning- (Provide monthly cost x 12 months)	\$ _____ /mo	12 months	\$ _____ /yr
K. Day Porter Services – (Provide monthly cost x 6 months) (November 1 through April 30) 7 days a week from 10am-6pm	\$ _____ /mo	6 months	\$ _____ /yr
L. Extra Work – (Provide Hourly Rate x 150 hours per year)	\$ _____ /hr	150 hours	\$ _____ /yr
YEAR 4 GRAND TOTAL (SUM OF J & K and L)			\$ _____

Service- Year 5	Unit Cost	Qty	Extended Total
M. Routine Cleaning- (Provide monthly cost x 12 months)	\$ _____ /mo	12 months	\$ _____ /yr
N. Day Porter Services – (Provide monthly cost x 6 months) (November 1 through April 30) 7 days a week from 10am-6pm	\$ _____ /mo	6 months	\$ _____ /yr
O. Extra Work – (Provide Hourly Rate x 150 hours per year)	\$ _____ /hr	150 hours	\$ _____ /yr
YEAR 5 GRAND TOTAL (SUM OF M & N and O)			\$ _____

Grand Total (Add up all the Grand Totals years 1-5) \$ _____

Alternate Bid Pricing: Bidder must provide alternate pricing for the following options. If the Authority approves an alternate service, payment for the service will be divided into equal monthly installments.

Alternate Service	Monthly Cost	Qty.	Extended Total
1. Day Porter Service. (May 1- Oct. 31) 7 days per week from 10am-6pm	\$ _____/mo.	X6	\$
2. Day Porter Service. (May 1-October 31) Friday only from 10am-6pm	\$ _____/mo.	X6	\$

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 _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or online notarization this ____ day of _____ 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

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: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or online notarization this ____ day of _____ 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission N

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 _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or online notarization this _____ day of _____ 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

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 _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or online notarization this _____ day of _____ 2020, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

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:

not applicable	too rigid	too vague
not clearly understood	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: _____

EXHIBIT A MINIMUM CLEANING STANDARDS

The standards depicted in this exhibit represent the required minimum performance level for all facilities at Page Field's General Aviation Terminal (Base Operations) located at 5200 Captain Channing Page Drive.

The successful bidder 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 successful bidder.

1. Minimum Cleaning Standards

Successful bidder 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. Such items and/or areas include, but are not limited to, furniture, bollards, poles, work centers, tables, chairs, floor mats, desks, shelves, cabinets, counter tops, appliances, planters, dividers, entry ways, walkways, sidewalks, walls, ceilings below 12 feet, air vents, flooring, glass office interior, door glass interior and exterior, stairs and landings, ash trays, trash and recycling receptacles, elevators, display cabinets, artwork, and handrails.

A. Cleaning Terms & Minimums

- 1) Acceptable appearance means the cleaning has resulted in a condition conforming to Authority cleaning standards as specified herein.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) Uniformly bright appearance means all polished metal surface reflections are distinct without variance with a "like new" or designated gloss level with appropriate protection.
- 6) Cleaning of any item subject to cleaning must be complete, comprehensive and thorough, including corners, inside, outside, top, bottom, under and over all surfaces.
- 7) All areas must be absent of litter or undesirable debris that can be eliminated by appropriate policing techniques.
- 8) There must not be undesirable or noxious odors emanating from cleanable areas or surfaces.
- 9) To be considered clean, the successful bidder 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.	Successful bidder will be 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 will immediately notify FMY Management to contract for the clean-up services.
Carpet extraction	Floors	Free of foot tracking, dirt, marks, streaks, stains, odors, sticky substances, and having a uniformly clean appearance.	Use of high pressure, hot water extraction equipment to clean and groom carpet. Color of the carpet will not be faded or damaged by the cleaning process. Accomplished after hours to minimize interference to Airport passengers and operations
Damp/wet mopping	Floors	Free of dirt, dust, marks, film, streaks, debris, and/or standing water.	Successful bidder will furnish a sufficient number of barricades, traffic cones and proper slip hazard signs 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 airborne 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 will 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.
Polishing / 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 will 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 will not be damaged. Apply food-grade mineral oil only.
Odor Control	Airport General Aviation 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 FMY Management immediately. 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, and shower heads	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, stalls, or floors. Care is to be taken not to allow cleaner to seep into mirror frames which may cause damage to mirror finish.
Policing	Surfaces on the interior and exterior of the General Aviation Terminal	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.
Spot cleaning	Carpet, fabrics, vinyl, furniture, fixtures, equipment,	Free of all stains, gum, food debris, sticky substances, spills, deposits, Garbage/Trash, and any other foreign substances, leaving a uniform	Cleaning agents must not harm the carpet or fabric fiber surfaces and must ensure complete spot cleaning in accordance with manufacturer's specifications. Adjacent surfaces will be protected or cleaned following the spot cleaning.

	accessories, and all other surfaces	appearance.	
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 5.
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 uniform reflective appearance free of any streaking, swirls, globs, bubbling, or yellowing..	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 4.

Cleaning Activity	Surface	Cleaning Definition	Additional Cleaning Requirements
Vacuuming	Carpet and other floor surfaces	Free from soil and debris.	Vacuumed fibers must be 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 may be used. Backpack and canister vacuum cleaners will be allowed only when used with a powered head.
Wall wipe down / cleaning	Walls, exposed pipes and equipment	Free from dirt, stains, streaks, dust, stickers, lint, cleaning marks, deposits, bright and a uniformly clean appearance.	To remove most minor and general surface soiling, use a solution of mild soap and cool water, applied with a sponge or soft bristle (nylon) brush. 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 Base Operations. Consideration should be given to Authority Business Days and Hours when scheduling Services involving Authority specific areas.

1) Drinking Fountains

Drinking fountains will be clean, sanitized 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 will 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 will be kept clean and free of streaks, water spots and stains.

2) 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 hard surface materials. Metal and bright work will be maintained in accordance with standards listed herein. All adjacent areas and wall coverings will be left free of residue and spotting following cleaning procedures. All elevator buttons will be regularly sanitized. Elevators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.

3) 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 Base Operations will be spot cleaned and maintained as needed to ensure acceptable appearance at all times.

4) Metal and Bright Work

Stainless steel material on elevator and restroom equipment surfaces must be periodically stripped, oiled with food-grade mineral oil only and buffed to maintain a clean and polished appearance.

5) Restrooms

All restrooms must be kept clean and must not become dull in appearance. Restroom receptacles, basins, bowls, toilets, seats, urinals, soap dispensers, partition doors and all other restroom surfaces will be properly cleaned, descaled, sanitized, rinsed and dried spot free. Re-supply toilet paper, feminine products, paper towels, hand soap/foam, and other incidentals as necessary. Dispensers will be emptied prior to being cleaned and then refilled with supplies. Dispensers must not run out of supplies during operational hours and supplies will only be stocked or stored in designated locations. Any clogged toilets are to be unclogged. Restroom air fresheners and urinal screens are to be replaced as necessary. Spot clean light switches, doors and walls. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions will have a clean and polished appearance. Solid surface materials will not become stained or dingy. Floor and wall tile will 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. 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 hard surface materials. Frequency of cleaning and policing will be set to meet necessity.

6) Office Areas

Office areas will 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 will be set to meet necessity.

7) Restroom Product Dispensers and Containers

- a. All restroom supplies including hand soap, toilet paper, paper towels, urinal bowl blocks, and other incidentals will be provided by Authority, stocked in Authority provided product dispensers and maintained in accordance with the service provider agreement.
- b. Defective or damaged dispensers or containers must be reported to FMY Management upon discovery.

8) Seating Areas

All furniture surfaces, table tops, counters and seats must be wiped clean as necessary during normal operating hours, minimizing interference with the public. Deep cleaning of seating areas will be conducted after normal operating hours.

9) Smoking Areas

Cigarette butts will be disposed of and cigarette butt receptacles will 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 will 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 will be left free of residue and spotting following cleaning procedures.

10) Vending Machine Areas

Where cleaning is not performed by the vending machine operators, vending machines will be wiped down and surrounding areas will be cleaned during each work day.

11) 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 will be clean and kept free of stains, spots, rust, and rings. Liners will be replaced at each emptying of the receptacle. Receptacles will 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 will be kept neatly aligned and the receptacle(s) turned with lettering or signage facing out for easy visibility.

12) Windows, Glass, Railings, Metal, and Other Coverings

All interior 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. Windows are to be free from streaks, drips, spots, mildew, fingerprints, film, deposits, and stains and have a uniformly bright appearance.

13) 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 dispensers must be tested regularly to ensure they are in working order. Any malfunctioning dispensers shall be reported to FMY Management.

14) Repair Reporting

Report items requiring repair or maintenance to the Authority. Any maintenance items requiring immediate attention should be reported to Airport Communications at 239-590-4810.

D. Floor Care Standards

The successful bidder must prepare a Cleaning Plan and Cleaning Schedule for carpet and hard floor care processes. Authority will have the right to approve and make suggested changes to the Cleaning Plan and Cleaning Schedule. Work will be scheduled in such a way that it does not disrupt the functions and procedures of Base Operations. Successful bidder will 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

Manufacturer's floor cleaning recommendations for the cleaning agents and equipment will be closely followed. The equipment will be in good repair at all times. Authority will have the right to approve and make suggested changes to the cleaning agents and equipment used.

If floor care is determined by FMY 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 will be coordinated with FMY Management.

2) Drain Maintenance

Water will be strained from machines prior to water being poured down any sink drain. Authority will have the right to approve and make suggested changes to the straining device/method.

Floor drains or screens in any sink will not be removed. Liquid will be maintained in P-traps to prevent odors.

3) Carpet Care Processes

- a. Carpets will be maintained in such a manner as to promote longevity in accordance with the manufacturer's recommendations and will be left in a clean, orderly and safe condition. Carpets will 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 will 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 will be protected or cleaned following the spot removal operation. Damaged carpet will be reported to FMY Management with a description of the damage and location.
- b. Carpet deep-cleaning will be performed after normal hours to minimize the impact on Airport operations. All vacuuming will be done with an upright or ride-on vacuum with active vacuum and cylindrical brushing action. Stained areas will be treated with spot cleaning solutions in accordance with the carpet manufacturer's recommendations. The spot cleaning process will 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 Base Operations carpeted areas before the extraction process.

The hot-water extraction process will 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 will 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 prior approval by FMY Management.

Chairs, receptacles, tables, benches and any other non-fixed items will be tipped or moved where necessary to allow for cleaning of the whole surface and will then be placed back into their original positions after the carpets are adequately dry. Fans and air movers will be used to ensure proper drying of carpets. All carpet in public traffic areas will be dry by 5:30 a.m. Exceptions to this completion time must be coordinated through FMY Management.

- c. Interior and exterior walk-off mats will be vacuumed and cleaned and will be free of all visible lint, litter and soil. Carpet style entrance mats will be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats will be swept, vacuumed, extracted or hosed down and then dried to remove soil and grit. Soil underneath

entrance mats will be removed, rubber backing will be cleaned to prevent mats from shifting or “walking” and cleaned mats returned to their normal location.

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 will be performed on a regular basis and more frequently in high traffic areas and will 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 will be tipped or moved where necessary to allow for cleaning of the whole surface and will then be placed back into their original positions after the carpets are adequately dry. Fans and air movers will be used to ensure proper drying of carpets. Furniture will not be moved in a manner that results in damage to the furniture.

4) Porcelain and Vinyl Composition Tile Care Processes

Porcelain and vinyl composition tile must be maintained in such a manner as to promote longevity and will be left in a uniformly 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.

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 appropriate pad.
- c) Hand work stubborn stains and scuff marks using a neutral cleaner diluted with water. Follow manufacturer recommended 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.
- f) Terrazzo Grinding, Polishing, and Sealing shall be performed year round, as necessary.

E. Chemical Management

A readily-available MSDS will be organized with a table of contents to facilitate review or inspection by Authority at any time.

Successful bidder must 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 will comply with Authority’s rules and regulations.

F. Garbage/Trash Disposal Standards

- 1) Garbage/Trash must be collected from all offices, hallways, public areas, and receptacles in and around Base Operations
- 2) Garbage/Trash will be collected in a frequency so as to prevent the overflow of receptacles.

- 3) All collected Garbage/Trash will be moved to locations designated by Authority for disposal. Garbage/Trash will be collected in a cart and transported with the least amount of impact or inconvenience to Airport tenants, employees, and passengers. Garbage/Trash will 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 will be done out of the public view and for no more than two hours and must be kept in a covered conveyance/cart.
- 5) Employees will be trained to not co-utilize elevators with the public while transporting Garbage/Trash. All Garbage/Trash carts will be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, wheel marks, or other outside substances into the General Aviation Terminal will be prevented at all times. All Garbage/Trash collection containers will be cleaned on a regular basis to prevent offending odors and an unprofessional appearance.

G. Recycling Program Collection Standards

- 1) 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 will be emptied into the designated collection containers upon delivery to the collection area and the bags themselves will be disposed of as trash. Additionally, any bag appearing to contain material contaminated by more than 10% non-recyclable materials will be disposed of as trash and not placed in the recycling collection containers.
- 2) Employees must be trained to not co-utilize elevators with the public while transporting recyclables. All carts will be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, wheel marks, or other outside substances into the General Aviation Terminal will be prevented at all times. All Waste receptacles containers will be cleaned on a regular basis to prevent offending odors and an unprofessional appearance.
- 3) 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 will be adhered to and supported.

H. Low Environmental-Impact Cleaning

Authority prefers that the successful bidder 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 the General Aviation Terminal assure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and Terminal 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.

I. 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. 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.

J. 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 FMY 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 B
PAGE FIELD BASE OPERATIONS FLOOR PLAN

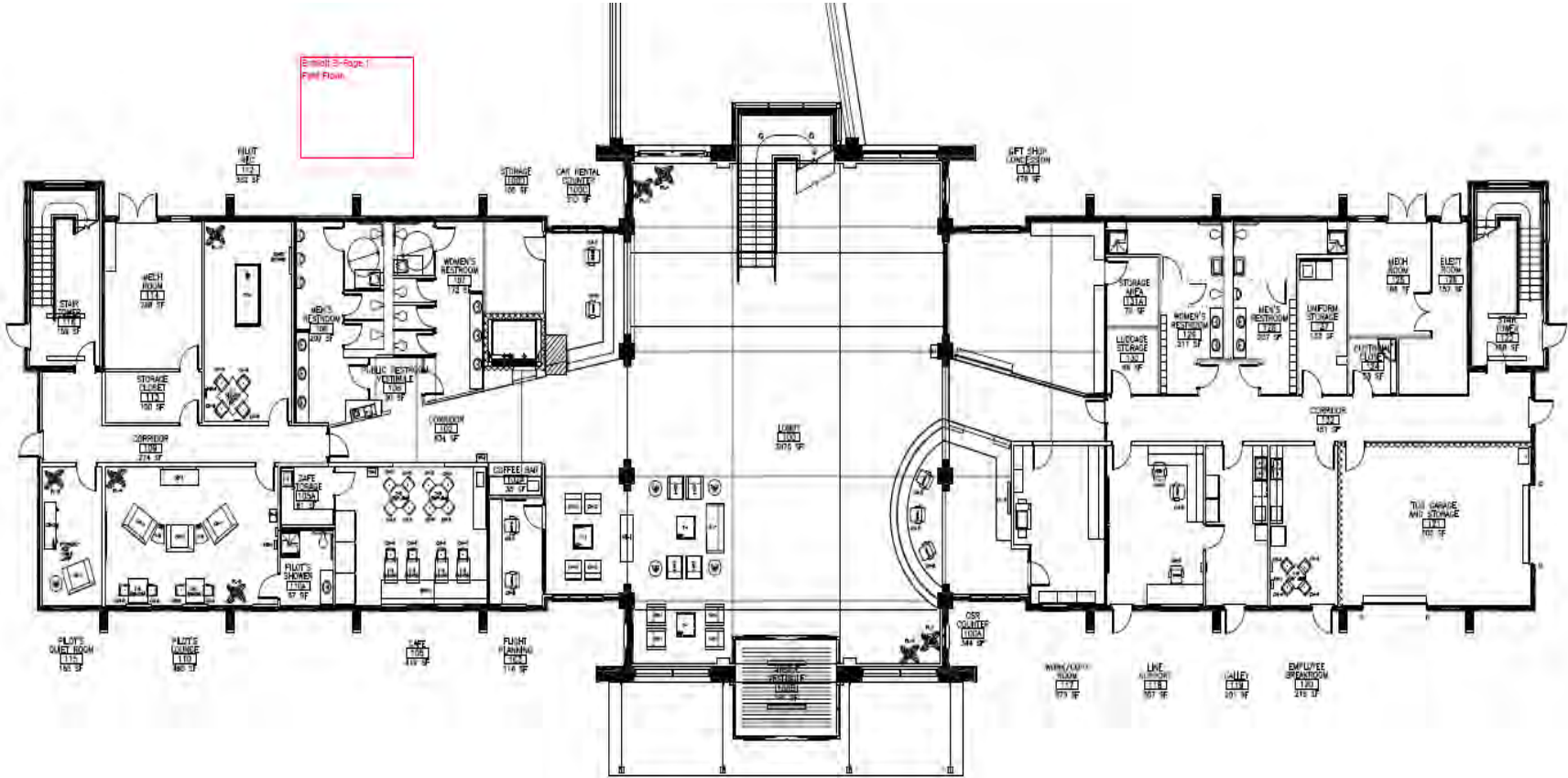
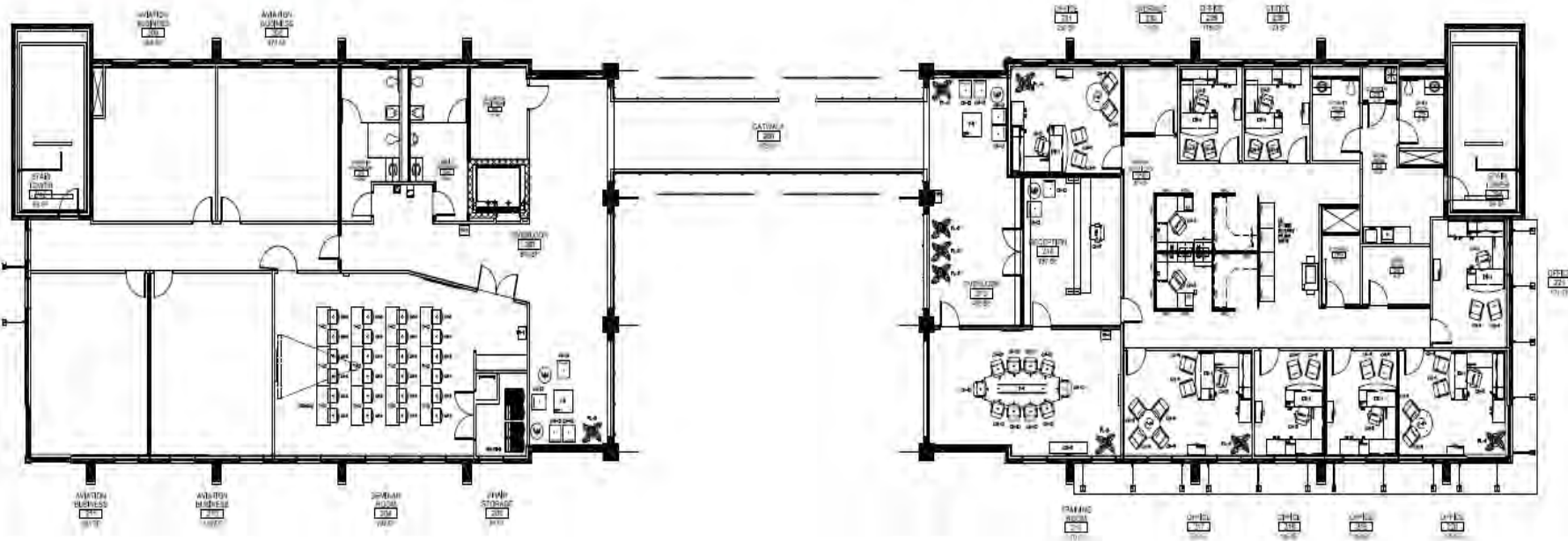


EXHIBIT B
PAGE FIELD BASE OPERATIONS FLOORPLAN (Con't)

Second Floor

Exhibit B - Page 2
Second Floor





Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
(239) 590-4556

ADDENDUM 1
ISSUE DATE: 9/16/2020

**Request For Bids 20-49MLW: Janitorial Services for Base Operations at
Page Field**

Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and/or supplemented as set forth below. The information in this addendum is hereby incorporated into and made a part of the solicitation documents as if contained in the originally issued document.

Item 1. QUESTIONS AND RESPONSES: The following questions were received on or before the date and time set for receipt of questions and clarification requests. Responses are provided as follows:

Q1: How many Janitorial closets are there in this building?

Answer: Two closets – one on each floor.

Q2: Daily cleaning is 7 days a week and no holidays? Time is 10:00PM-6:00AM?

Answer: Daily cleaning is required 365 days per year including all holidays. Services are to be provided between the hours of 10PM and 6AM.

Q3: Do you provide the consumable supplies such as toilet paper and paper towel?

Answer: Please refer to Part C section C.13 of the Request for Bids for this information.

Q4: In Part C, Section C.21 page 29 under Minimum Equipment, Supplies, and Materials to be furnished by Successful Bidder, item #7 it states that we are to provide Two (2) 35 gallon combo mop buckets. Is this a typo?

Answer: Yes, should read: Requirement is two (2) 35 quart mop buckets.

Q5: In the paperwork it states that the contract is going to be for the main building but it also states that "could be additions". Is that additional buildings? Or additional duties at this location?

Answer: See C.01 SUMMARY, last paragraph.

Q6: Who is the current janitorial contractor and what is the monthly cost? Can you provide the last three months of invoices from the current contractor?

Answer: The current janitorial provider is SP Plus. Invoices are attached. However, it should be noted that this information may not be relevant when determining bid pricing pursuant to this Request for Bids since the scope of work has changed.

Q7: Is the current scope of work what you are bidding out now?

Answer: The scope of work in the existing contract is similar in many respects, but it is not the same. Bidders are advised to price their bid according to the detailed, performance based scope of work contained in the Request for Bids.

Q8: With the current vendor, how many people are currently staffed for the evening shift?

Answer: There are 2 people currently staffed and providing services during the evening shift.

Q9: What is the annual budget for the services outlined in the RFB?

Answer: Approximately \$120,000.

Q10: Could you please provide a report of the last 12 months liquidated damages imposed to the current contractor, if any?

Answer: There are no liquidated damages to report.

Q11: Could an ACCORD Certificate of Insurance, COI, indicating the coverage limits be accepted instead of a letter a from the insurance carrier?

Answer: Yes.

Q12: Could the bid bond & performance bond be issued on Surety Standard bond forms?

Answer: Refer to [Guaranty and Bond Requirements](#) on the last page of Part D, Insurance, Indemnification and Bond Requirements.

Q13: For the performance bond, are annual bond forms acceptable? (annual performance bond extension certificates for each renewal year)

Answer: The Authority will accept a bond rider to cover renewal periods that is issued by a surety acceptable to the Authority.

Q14: What are the holidays observed when service is not provided?

Answer: Refer to the answer for question 2

Q15: Can you please provide the current contract? Including all amendments/modifications?

Answer: The Authority does not currently have a separate services contract for Page Field.

Q16: Can you verify the current staffing levels? Do you have any recommendations/preferences? Has the current pandemic / Covid 19 on-goings caused for any need for increased staffing?

Answer: There are 2 people currently staffed on the evening shift. Bidders are required to provide staffing levels appropriate to meet the scope of services outlined in the RFB documents.

Q17: Do you have any chemical requirements/ recommendations?

Answer: Please refer to Part C section C.13 for this information.

Q18: Please confirm and itemize the paper products that the client is providing?

Answer: Please refer to Part C section C.13 for this information.

Q19: Can you please define the Extra Work that would be required and frequencies?

Answer: Please refer to Part C section C.19 for this information.

Q20: What services is the current contractor providing that you are happy with?

Answer: This information is not relevant to submitting a bid.

Q21: Has the Tenant of the West Wing ever requested the services of the current contractor if so please provide that scope of the services that they have required?

Answer: This question is not understandable.

Q22. Please clarify the need for emergency services? How much advance notice will be given for the required/requested emergency services?

Answer: In the event of an emergency, the successful bidder's staff that are on duty must assist the Authority with clean up as necessary. Due to the nature of emergencies, no advance notice may be given.

Q23: For the specialty services contractor (i.e. High Dusting of the P51 Mustang & Cleaning of the High Windows) needed the support of the current janitorial contractor?

Answer: This question is not understandable.

Q24: Can you please provide the sign-in sheet from the Mandatory Pre-Bid?

Answer: See attached.

Item 2. ATTACHMENTS

1. PreBid Meeting Attendance Register
2. SP Plus Invoices (3 months)

Reminder: Bids must be submitted electronically in IONWAVE no later than 2:00 p.m. on September 24, 2020.

Incorporation of this addendum must be acknowledged on the Bidder's Certification Form. Failure to comply with this requirement may result in the bid being considered non-responsive.



Melissa M. Wendel, CPPO
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office
Scott Sheets, Page Field Director
Derek Faulkner, Airport Operations Manager
Megan Wilson, Procurement Agent



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
(239) 590-4556

ADDENDUM 2
ISSUE DATE: 9/23/2020

**Request for Bids 20-49MLW: Janitorial Services for Base Operations at
Page Field**

Interested parties are officially informed that the referenced solicitation is hereby revised, changed, and/or supplemented as set forth below. The information in this addendum is hereby incorporated into and made a part of the solicitation documents as if contained in the originally issued document.

Item 1: Electronic Bid submission due date and time has been postponed.

The revised due date for receiving and opening bids is Monday, September 28th at 2:00PM.

Bids that have been uploaded to IONWAVE will be cancelled. Bidders that have already submitted will need to acknowledge this and all addenda on Form 1 and resubmit their bid on or before 2:00 p.m., Monday, September 28, 2020.

Item 2: Service Provider Agreement

Please find attached a draft Service Provider Agreement. 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.

Melissa M. Wendel, CPPO
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office
Scott Sheets, Page Field Director
Derek Faulkner, Airport Operations Manager
Megan Wilson, Procurement Agent

Contract Number _____
Vendor Number _____

**LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT**

RFB 20-49MLW

**JANITORIAL SERVICES FOR BASE OPERATIONS AT
PAGE FIELD**

THIS SERVICE PROVIDER 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 AMERICAN FACILITY SERVICES, INC., a Georgia corporation, authorized to do business in the State of Florida, ("PROVIDER"), at 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004, Federal Identification Number 58-1950842.

WITNESSETH

WHEREAS, the Authority desires to obtain Janitorial Services from Provider for various buildings at Page Field Airport in Fort Myers, Florida ("Airport"); 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 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 BID - INCORPORATION BY REFERENCE

The terms of the Request for Bids, including Exhibits, any Addenda to 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 TERM OF AGREEMENT

The term of this Agreement begins on February 1, 2021 (the "Effective Date") and will continue for five (5) years. The Authority will have the option to extend the term of this Agreement, upon consent of the Provider and upon the same terms and conditions (except for possible price adjustments, as described below) for two (2) additional two (2) 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. On receipt of notice to renew, Provider will have fifteen (15) days to accept or reject the extension 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 if 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.

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.

Provider shall be responsible for the quality and functionality of all products supplied and services performed by or for the Provider under this Agreement. The Provider shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by Authority, supply a comparable replacement product or service.

8.0 COMPENSATION AND METHOD OF PAYMENT

8.1 The Authority shall pay the Provider for all 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," attached and made a part of this Agreement, for services rendered and reimbursable consumables used during the preceding month and documented in Provider's monthly invoice, as described in this Section.

8.2 COMMENCEMENT OF SERVICES

Notwithstanding the above, Provider shall not perform any work or make any deliveries under this Agreement until receipt of Authority's Notice to Proceed. Provider acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and Authority may elect to purchase goods covered by this Agreement directly or to assign some, all or none of the required services in its sole discretion.

8.3 PAYMENT OF COMPENSATION

- (a) COMPENSATION - Upon Authority's acceptance of Providers' work, Authority will pay Provider as specified in Exhibit "B". All amounts invoiced are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of subcontractor(s), 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 goods and services provided. Failure by the Provider to follow these instructions may 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. If Authority objects or takes exception to the amount of any 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.
- 8.4 PRICE ADJUSTMENTS - If the Authority exercises the option to extend the initial term or the extended term of this Agreement, it may consider Provider's request for an upward price adjustment for the first and second two-year extension terms, but only where grounds for the price adjustment is verified to the satisfaction of the Authority. However, any "across the board" price decreases must be immediately conveyed to Authority and Provider's compensation adjusted accordingly for the remainder of then the current term.

9.0 NON-APPROPRIATION CLAUSE

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose by the Authority. In the event of non-appropriation of funds by the Authority for the goods or services provided under this Agreement, the Authority will terminate the Agreement, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for 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 Vendor 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

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

11.0 AUTHORITY'S REPRESENTATIVE

The Authority's Director, Scott Sheets, will 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 Page Field 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 Section.

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.com/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 below, 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. If Provider fails to surrender these items within five (5) days, the Provider shall be assessed a fee of One Hundred Dollars (\$100.00) 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.

15.0 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.

16.0 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.

17.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. 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.

17.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 17.2.1 through 17.2.4, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

17.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

17.2.1. Commercial General Liability Insurance - Provider shall maintain Commercial General Liability Insurance. Coverage must 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:

Commercial General Liability	\$ 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 non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

17.2.2. Automobile Liability Insurance Provider shall maintain Automobile Liability Insurance 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

17.2.3. 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 - Bodily Injury	\$1,000,000
Disease – Per Employee	\$1,000,000

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

17.2.4. 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.

17.2.5. 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.

18.0 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.

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 performing 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 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 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 must 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 their tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement 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 subcontractor 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 subcontractor within thirty (30) days after the subcontractor'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 subcontractors.

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 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.

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 certifies that it has registered and is using 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.

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 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.

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

AMERICAN FACILITY SERVICES, INC.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004
Attention: Harold Angel, 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 Section.

34.0 TERMINATION OR SUSPENSION

34.1 Provider shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this Section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Provider seven (7) calendar days written notice.

34.2 If, after notice of termination of this Agreement, it is determined for any reason that Provider was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Provider provided herein, then Provider's remedies against Authority shall be the same as and limited to those afforded Provider under paragraph 34.6 below.

34.3 This Agreement may also be terminated by the Authority at its convenience by giving thirty (30) calendar days written notice to Provider. In the event of such termination, Authority will be responsible to Provider only for compensation earned by Provider prior to the effective date of the termination. In no event shall Authority be responsible for lost profits of Provider or any other element of breach of contract.

34.4 After receipt of a notice of termination, the Provider shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities; except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

34.5 Upon termination, Provider shall deliver to Authority all original papers, records, documents, drawings, models, and other materials set forth in this Agreement.

34.6 Authority shall have the power to suspend all or any portion of the services to be provided by Provider hereunder upon giving Provider two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered

hereunder are so suspended, Provider's sole and exclusive remedy shall be payment for services previously rendered and goods ordered and delivered to Authority.

34.7 The Authority's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Provider's obligations under this Agreement.

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 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.

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. Nor shall the exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

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

By: _____
Deputy Clerk

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

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:

Andrea Nugent
Witness

Dennis Benz
Witness

SEAL

AMERICAN FACILITY SERVICES, INC.
Provider

By: Kevin McCann
Authorized Signature for Provider

Kevin McCann
Printed Name

President
Title

EXHIBIT "A"
SCOPE OF SERVICES

1. SUMMARY

The scope of services for Janitorial Services for Base Operations at Page Field includes but is not limited to furnishing all labor, cleaning agents, training, supervision, materials, equipment, tools and any incidental supplies (unless otherwise specifically stated in this document) required to perform commercial janitorial cleaning and day porter services as described below.

All cleaning methods and product use must adhere to industry and manufacturer approved standards. All routine cleaning activities, except day porter services, shall be scheduled so as not to interfere with Base Operations daily operations (6AM-10PM).

Square footages provided in the Request for Bids are approximate and are not warranted. Provider is advised to verify square footages. No adjustments to pricing will be made to compensate for errors in square footages specified in the Request for Bids, including all exhibits.

Cleaning methods used by the Provider must result in meeting or exceeding the Minimum Cleaning Standards set forth in Exhibit A of the Request for Bids.

The Authority reserves the right to add or delete 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 Scope of Services. 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 Agreement. Payment will be adjusted in accordance with the contracted unit pricing.

2. PERFORMANCE BASED CLEANING

The Provider's services will be considered completely performance based. The requirements set forth in this Request for Bids are the minimum acceptable 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 this scope of services and must meet or exceed the minimum cleaning standards described in Exhibit A of the Request for Bids, 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 adjust the Cleaning Schedule as the Provider deems necessary to consistently meet the minimum cleaning standards at all times, 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.

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 take 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.

3. **CONVENIENCES**

Authority will be responsible for providing generally available electricity and water to perform the Services, at no cost to Provider.

Authority will provide storage areas, janitorial closets, and space for personnel breaks within the Base Operations. 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 will be kept clean and orderly by Provider.

4. **CONTRACT COMPLIANCE ADMINISTRATOR**

Authority will designate a contract compliance administrator to be responsible for performing the following tasks:

- 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, contract performance, 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 Extra 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 while the Authority is able to meet increasing operational demand. Seasonality as well as constantly changing flight times must be a consideration for staff scheduling.
- 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 furnished by Provider, compliance with minimum cleaning standards and Authority satisfaction with performance levels.
- Authorizing minor changes or alterations in the work not involving extra costs and consistent with the overall intent of the service provider agreement

5. **PROVIDER'S RESPONSIBILITIES**

Provider shall continuously monitor its performance to ensure contract compliance at all times.

Provider must respond to any concerns from Authority with respect to performance of the janitorial services and any terms and conditions of the service provider agreement and will be available via phone during normal business hours and will respond to the site as needed to discuss and determine the appropriate action needed to address Authority's concerns.

Provider must oversee and manage the routine and regular provision of janitorial services.

Authority reserves the right to require the immediate termination of any of the Provider's personnel as determined by the Authority, including the immediate termination/replacement of Provider's manager. In such case, Provider will appoint an Authority approved interim manager until a permanent replacement is identified by Provider.

The responsibilities of Provider's Manager include but are not limited to:

- Communicate regularly with the Authority.
- 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 minimum 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 knowledgeable of janitorial procedures and practices especially in the correct, effective and safe use of all the required cleaning agents, janitorial equipment, cleaning techniques, terrazzo floor care, 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 facilities and its furnishings, fixtures and appurtenances.

6. SAFETY AND JOB TRAINING PROGRAM

- Provider shall ensure each employee engaged in the performance of janitorial services under this agreement with the initial and recurrent training needed to safety, securely, and competently perform janitorial services.
- Provider shall maintain a training file for each employee's employment record. The training record must show, at a minimum, the employee's name, date of employment, and the date and type of each training class attended. A transcript of the training record must be made available upon the Authority's request.
- All employees training shall be provided at Provider's expense.
- At a minimum, each employee must receive training in the following areas, when an employee is hired and when new procedures, methods, equipment or chemicals have been introduced:
 1. General orientation and introduction to assignment areas
 2. Chemical safety precautions, Material Safety Data Sheets (MSDS)
 3. Tools and equipment, operation and general safety
 4. Airport procedures, security, keys, passenger assistance
 5. Restroom cleaning and disinfecting
 6. Common mistakes
 7. Floor Care and maintenance
 8. Safety issues, compliance with OSHA ACT of 1970
 9. Blood-borne pathogen safety program

Provider must ensure that each employee receives refresher training annually.

7. PERSONNEL

Provider must:

- Abide by all state and federal regulations on 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.
- 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 it comply with the rules and regulations of the Authority.
- Maintain an updated list showing 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.
- Provide coverage seven days a week or as required by the Authority.
- Pay any fines levied against the Authority caused by Provider's personnel, at no cost to Authority.
- Be solely responsible for the safety, conduct and performance of Provider's employees and take all necessary steps to terminate employees who participate in acts of misconduct. Immediately, upon written notice by Authority, Provider must remove from airport service, 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 Provider's personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear, at no cost to Authority. All repairs must be made to Authority's satisfaction or Authority may make or cause to be made appropriate repairs at Provider expense.
- Maintain current and relevant written job procedures and work methods and provide a copy to the Authority upon request.

8. PERSONNEL CONDUCT

Provider must develop and implement general rules for the conduct of its' employees that instruct personnel to:

- Be clean and neat and presentable;
- Interact with facility users and employees in a prompt, polite, and businesslike manner;
- Communicate effectively in English;
- Comply with Authority rules and regulations and comply with Provider's general rules for employee conduct; and not use improper language, act in a loud, boisterous or improper manner;
- Show proof of citizenship or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits and that they are legal aliens eligible to be employed in the United States;
- Take no breaks or loiter in public areas of the Airport facilities while in uniform and not use personal cellular devices during working hours;
- Immediately turn in all items of value found in the facilities to the Authority;
- Not solicit or accept, for any reason whatsoever, any gratuity from the passengers, tenants, customers, or other persons on property;
- 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, as appropriate. Face masks that cover the mouth and nose are required to be worn at all times during normal business hours (0600-2000) in public areas of the terminal.
- The Authority will establish standards that Provider's employees must meet in order to be permitted access to areas on property that are deemed sensitive by Authority.

9. **UNIFORMS**

Provider and its subcontractors and/or personnel are required to wear uniforms while on duty. Uniforms must identify the Provider's company name and employee's first name on the front of the shirt. Uniforms are to consist of long pants (no jeans) and a long or short-sleeved shirt and closed-toe shoes. Uniforms shall be neat, clean, and well maintained. Permanently stained, torn, disheveled or unsightly uniforms must be replaced immediately.

Uniforms must not resemble those worn by Airport staff and must be submitted to the Airport for approval prior to commencing work under the contract.

Employees that fail to wear the approved uniform in a proper manner during work hours must be removed from the property at once.

Subcontractor uniforms and vehicles must be clean and clearly identified with company logo and name.

10. **KEYS**

Authority will be responsible for the initial issuance of access keys required for all spaces covered under the service provider agreement.

The Provider must:

- Properly secure Authority keys at all times.
- Not duplicate Authority keys.
- 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. The 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.

11. **EQUIPMENT**

Provider must provide equipment necessary to meet the performance requirements of this Agreement at no additional cost to the Authority. Only equipment in good working order may be utilized in the performance of Janitorial Services. Equipment in service is subject to spot checks by the Authority at any time, with or without notice.

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.

12. **STORAGE PLAN**

Provider will 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.

13. **CLEANING AGENTS, MATERIALS, SUPPLIES AND EQUIPMENT**

Provider will furnish the supplies and materials listed below. Supplies and materials must be stored on site in designated areas.

1. A sufficient number of barricades and proper slip hazard signs for each floor area being cleaned to adequately protect the public and/or passersby.
2. All cleaning products, chemicals, and personal protective equipment necessary to perform the work. Provider shall not use products containing ammonia, chlorine, bleach, or acidic cleansers without prior authorization of FMY Management. All products and chemicals must be used in strict compliance with label instructions and all federal, state, and local environmental safety laws and regulation and have:
 - a. An original label on the container
 - b. A label or brochure that contains instructions for use of each type
 - c. A copy of the OSHA Safety Data Sheet, or equivalent, for all chemicals used in the performance of the work.
3. Garbage bags of appropriate size and mil thickness for all trash receptacles.
4. Any other equipment or materials necessary to perform the scope of work.

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.

Provider is required to submit a list of proposed cleaning agents, supplies, materials and equipment to FMY Management for approval at least 30 days prior to the effective date of the service provider agreement. The list, once approved, 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 service provider agreement and kept in the approved storage area.

Provider must maintain a minimum 30-day inventory supply level at all times. The minimum required amount of inventory may be adjusted by FMY Management if necessary due to storage limitations.

Provider is required to perform in a manner that ensures the safety of its employees, Authority employees and uses of the airport 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 service provider agreement.

Liquid cleaning supplies must be stored and used in one-gallon plastic containers. The containers 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.

Equipment, Supplies, and Materials to be furnished by Authority

1. Paper towels
2. Toilet tissue
3. Facial tissue
4. Cloth hand towels for public restrooms
5. Hand soap

6. Toilet seat covers
7. Toilet and urinal sanitary bowl blocks
8. Mouthwash

14. 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 its cleaning actions. The Provider is restricted from disposal of any chemical waste 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 A, Minimum Cleaning Standards. No waste materials or effluent may be discharged outdoors or to Authority's stormwater sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges must comply with Authority regulations.

15. REQUIRED PLANS AND REPORTING

Cleaning Plan and Schedule. This detailed daily and monthly schedule identifies all tasks to be accomplished in the cleaning plan. The Provider must update this schedule on a monthly basis to reflect changes in the schedule for the next month if applicable. The updated schedule must be provided to FMY Management by 8:00 a.m. on the first day of every month.

All regularly scheduled cleaning activities, except day porter services, will be scheduled so as not to interfere with daily FBO operations. FMY Management will work out defined times with Provider.

Monthly Report. The Provider is required to submit to FMY Management, a monthly report that includes, at a minimum, the following:

- A detailed list of cleaning completed during the previous month in accordance with the Cleaning Plan and Cleaning Schedule and any incomplete or outstanding work.
- 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 to update or modify procedures or requirements for specific cleaning work.
- 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.

16. SPILLS

Spills of any type that are discovered by Provider's personnel must be isolated and cleaned up immediately.

17. NOTIFICATIONS- DEFICIENCIES, INCIDENTS, ACCIDENTS, AND COMPLAINTS

Provider must immediately notify FMY Management 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 potential injury, proposed solution and time to resolution.

Provider must immediately notify FMY Management via telephone regarding any hazard created by or discovered by the Provider 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.

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.

18. QUALITY CONTROL PROGRAM

Provider is required to establish and maintain an effective Quality Control Program (QCP). 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

Provider is required to submit a Quarterly Quality Assurance/Quality Control report that summarizes data collected, identifies areas needing improvement, and recommends cleaning schedule improvements.

19. EXTRA WORK.

Provider may be requested by the Authority to perform Extra Work. The Authority may order additions, deletions or revisions to the work by written Task Authorization as necessary to meet Authority objectives. In the event the changes result in charges to the Authority, the Provider will advise the Authority in writing of the proposed itemized cost of the change in accordance with the terms of this Agreement. If Authority determines that the cost is fair and reasonable, Authority will issue a Task Authorization to authorize the Extra Work.

If the parties cannot agree on the cost of the Extra Work or time to perform the Extra Work, 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.

Payment for extra work shall be made based upon the accepted hourly rate bid for the number of hours authorized in advance and in writing by the Authority.

20. 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 assess Liquidated 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.

Authority will notify Provider of its findings in writing, providing the date of each infraction and the associated amount of liquidated damages being assessed.

Further, Provider will conduct re-cleaning for completed cleaning areas that are deemed unacceptable to Authority, at no cost to Authority.

Provider's monthly invoice 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.

Infraction	Caused by	LD Amount
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/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	\$100 per re-inspection
Work-No Show	Employees of any shifts that do not show up to work	\$500 per occurrence

21. **ROUTINE CLEANING.** The following tasks are to be performed daily. Payment for routine cleaning will be made on a monthly basis.

AREA: First Floor

- 1) **Lobby (Room 100),
CSR Counter (Room 100A),
Airside Vestibule (Room100B),
Car Rental Counter (Room 100C),
W. Corridor (Room 102),
Coffee Bar (Room 102A),
Flight Planning (Room 103),
Public Restroom Vestibule (Room 106),
Gift Shop (Room 131), Elevator Cab,
Total approximate square footage = 5,183**
 - a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
 - b) Dust and wipe window blinds.
 - c) Fully vacuum all carpets – spot clean as necessary using manufacturer approved cleaner.
 - d) Clean terrazzo – utilizing T5 scrubber and appropriate combination of solution and pad.
 - e) Clean glass doors and glass walls.
 - f) Clean and sanitize coffee bar counter, walls, and cabinet doors.
 - g) Clean, sanitize, and polish drinking fountains.

- 2) **Women’s Public Restroom (Room 107),
Men’s Public Restroom (Room 108),
Pilot’s Shower (Room 110A),
Total approximate square footage=448**
 - a) Clean porcelain tile floors.
 - b) Clean plumbing fixtures and dispensers.
 - c) Clean and brush all toilets and urinals.
 - d) Clean shower and shower fixtures.
 - e) Use a brush and mild cleaner to clean all sinks.
 - f) Clean and sanitize countertops.
 - g) Wipe down all walls and stall doors.
 - h) Clean mirrors to a spot and streak free finish.
 - i) Restock all paper products as necessary.
 - j) Ensure soap dispenser levels are adequate. Refill or replace as necessary.

- k) Check supply of other incidentals (mouthwash, deodorant, etc.) and refill/replace as necessary.

3) Café (Room 105)

Total approximate square footage=419

- a) Vacuum and wet mop floor.
- b) Dust and wipe window blinds.
- c) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- d) Spot clean and sanitize microwave surfaces with appropriate products.
- e) Clean vending machine surfaces. Sanitize buttons.

**4) Pilot's Lounge (Room 110),
Pilot's Quiet Room (Room 115),
Approximate square footage=645**

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- b) Dust and wipe window blinds.
- c) Fully vacuum all carpets – spot clean as necessary using manufacturer approved cleaner.

**5) Pilot Rec Room (Room 112),
W. Corridor (Room 109),
Approximate square footage=626**

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- b) Vacuum and wet mop floor.

**6) Work/Copy Room (Room 117),
East Corridor (Room 132),
Approximate square footage=724**

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories
- b) Dust and wipe window blinds.
- c) Vacuum and wet mop floor.

**7) Line Support (Room 118),
Galley (Room 119),
Employee Break Room (Room 120),
Uniform Storage (Room 127),
Approximate square footage=857**

- a) Dust and spot clean all furniture, fixtures, equipment, appliances, and accessories.
- b) Dust and wipe window blinds.
- c) Vacuum and wet mop floor.
- d) Clean and sanitize Galley sink and countertop.
- e) Spot clean refrigerator and microwave surfaces with appropriate products.

**8) Employee Women's Restroom (Room 129),
Employee Men's Restroom (Room 207),
Approximate square footage=418**

- a) Clean porcelain tile floors.
- b) Clean plumbing fixtures and dispensers
- c) Clean and brush all toilets and urinals.
- d) Clean shower and shower fixtures.
- e) Use a brush and mild cleaner to clean all sinks.
- f) Clean and sanitize all fixtures and countertops.
- g) Wipe down all walls and stall doors.
- h) Clean mirrors to a spot and streak free finish.
- i) Restock all paper products as necessary.
- j) Check supply of other incidentals (mouthwash, deodorant, etc.) and refill/replace as necessary.

**9) Stair Towers (Rooms 116 and 122).
Approximate square footage=217**

- a) Vacuum and wet mop floor.

Second Floor

**10) Catwalk (Room 200),
Overlook (Room 201),
Overlook (Room 213),
Approximate square footage = 1,717**

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- b) Dust and wipe window blinds.
- c) Clean exterior of glass display cabinets.
- d) Dust, spot clean, and sanitize overlook railings.
- e) Clean terrazzo – utilizing T5 scrubber and appropriate combination of solution and pad.
- f) Clean, sanitize, and polish drinking fountains.

**11) Men's Restroom (Room 205),
Women's Restroom (Room 206),
Approximate square footage = 315**

- a) Clean porcelain tile floors.
- b) Clean plumbing fixtures and dispensers
- c) Clean and brush all toilets and urinals.
- d) Use a brush and mild cleaner to clean all sinks.
- e) Clean and sanitize countertops.
- f) Wipe down all walls and stall doors.
- g) Clean mirrors to a spot and streak free finish.
- h) Restock all paper products as necessary.
- i) Ensure soap dispenser levels are adequate. Refill or replace as necessary.
- j) Check supply of other incidentals (mouthwash, deodorant, etc.) and refill/replace as necessary.

**12) Chair Storage (Room 203),
Seminar Room (Room 204),
Approximate square footage = 876**

- a) Dust and spot clean all furniture, fixtures, equipment, displays, and accessories.
- b) Dust and wipe window blinds.
- c) Fully vacuum all carpets – spot clean as necessary using manufacturer approved cleaner.

**13) Reception Area (Room 214),
Training Room (Room 215),
Work Station Area (Room 216),
Approximate square footage = 1,631**

- a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
- b) Dust and wipe window blinds.
- c) Clean porcelain tile floors.

**14) Break Area (Room 223),
Approximate square footage= 160**

- a) Clean and sanitize sink and countertop.
- b) Spot clean refrigerator and microwave surfaces with appropriate products.
- c) Clean porcelain tile floors.

**15) Men's Restroom (Room 225),
Women's restroom (Room 227),
Approximate square footage = 141**

- a) Clean porcelain tile floors.
- b) Clean plumbing fixtures and dispensers
- c) Clean and brush all toilets and urinals.
- d) Use a brush and mild cleaner to clean all sinks.
- e) Clean and sanitize countertops.
- f) Clean mirrors to a spot and streak free finish.
- g) Restock all paper products as necessary.
- h) Check supply of other incidentals (mouthwash, deodorant, etc.) and refill/replace as necessary.

All Areas.

- 1) Check and clean all reachable interior glass (windows, doors, partitions, display cases) displaying noticeable smudges. Check and clean all reachable exterior glass doors.
- 2) Dust all picture frames.
- 3) Dust mop all hard floors.
- 4) Polish all stainless steel.
- 5) Clean and sanitize all high touch areas (door handles, hand railings, light switches, buttons, etc.)
- 6) Empty all trash and recycling receptacles and clean as necessary. Replace liners.
- 7) Spot clean all walls, doors, and light switches as necessary.
- 8) Measures must be taken to address and eliminate any objectionable odors in the terminal.
- 9) Conduct bio-hazard clean up as necessary.

Trash and Recycling

All trash and recycling receptacles, to include those located at entry and exit locations outside of the building, must be emptied daily and cleaned, as necessary. Trash and recycling materials must be transported and disposed of in the proper receptacles located at the terminal dumpster facility.

Cigarette Receptacles

Cigarette receptacles located outside the terminal must be emptied and cleaned daily.

The following tasks are to be performed weekly (52 times per year)

- 1) Dust all low and high reach areas to include all vents/registers/returns throughout.
- 2) Clean all baseboards throughout.
- 3) Clean and polish all doors.
- 4) Dust and polish all stair, catwalk, and overlook railings.
- 5) Clean all cobwebs around all doors and entrances.
- 6) **Offices (217,218,219,220,221,228,229,231),**
Approximate square footage = 1,464
 - a) Dust and spot clean all furniture, fixtures, equipment, and accessories.
 - b) Dust and wipe window blinds.
 - c) Fully vacuum all carpets – spot clean as necessary using manufacturer approved cleaner.
- 7) **Women's and Men's Public Restrooms (Rooms 107,108,205 and 206),**
Machine scrub porcelain tile floors and clean grout.

The following tasks are to be performed monthly (12 times per year)

- 1) Machine scrub all porcelain tile floors and clean grout.
- 2) Using a high-speed floor machine, spray buffs all VCT tile floors. Scrub and apply polish as necessary.
- 3) Deep clean lobby terrazzo tile staircase.
- 4) Polish all poured terrazzo floors.
- 5) Deep clean flooring in Café.

The following tasks are to be performed biannually (2 times per year)

- 1) Conduct carpet extraction cleaning on all carpeted areas.

Minimum Equipment, Supplies, and Materials to be furnished by Provider

Provider must furnish the equipment, supplies, and materials listed below. The equipment, supplies, and materials must be stored on site at Base Operations in areas designated by FMY Management. Any equivalents must be approved in advance by FMY Management.

1. One (1) Tennant T5 28" walk behind scrubber (or equivalent) and appropriate pads.
2. One (1) Viper Venom floor machine (or equivalent).
3. One (1) Tennant ASC-15 all-purpose reel cleaner (or equivalent).
4. Two (2) three-speed carpet drier/blower.
5. One (1) Tennant BR 2000 high speed dust control burnisher (or equivalent).
6. Tennant Ex-Can-10 canister extractor (or equivalent).
7. Two (2) 35 gallon combo mop bucket.

8. One (1) stainless steel janitorial cart with protective edge bumpers.
9. One (1) Commercial Wet/Dry Vacuum.
10. One (1) Commercial Upright Vacuum.
11. One (1) Supercoach Back Pack VAC w/ Attachment Kit (or equivalent)
12. A sufficient number of barricades and proper slip hazard signs for each floor area being cleaned to adequately protect the public and/or passersby.
13. All cleaning products, chemicals, and personal protective equipment necessary to perform the work outlined in the Service Provider Agreement. Provider shall not use products containing ammonia, chlorine, bleach, or acidic cleansers without prior authorization of the Authority. All products and chemicals must be used in strict compliance with label instructions and all federal, state, and local environmental safety laws and regulation and have:
 - a. An original label on the container
 - b. A label or brochure that contains instructions for use of each type of product.
 - c. A copy of the OSHA Safety Data Sheet, or equivalent, for all chemicals used in the performance of the work.
14. Garbage bags of appropriate size and mil thickness for all trash receptacles.
15. Any other equipment or materials necessary to perform the scope of work as defined in the Service Provider Agreement, and not previously listed in this section or in the "Furnished by Authority" section below.

22. DAY PORTER SERVICES

Day porter services shall be provided November 1st through April 30th - Seven days a week 8 hours per day. Schedule to be determined by FMY with the Provider.

Provider must provide alternate pricing options for the following.

- Alternate 1: May 1st through October 31st - Day porter services, seven days a week 8 hours per day.
- Alternate 2: May 1st through October 31st - Day porter services, Fridays from 10am-6pm.

Day Porter duties include, but are not limited to:

1. Public areas are to be continuously policed throughout the day for litter, spillages, emptying of trash receptacles, and removal of spots/marks on walls and column surfaces. Vacuum and clean floors as necessary. Continuously sanitize all high touch points.
2. Inspect all public restrooms several times per day and immediately after periods of peak activity for cleanliness and adequate supply of toiletries (soap, hand towels, sanitary products, toilet seat covers, mouthwash, etc.). Clean mirrors, sinks, toilets, and remove stains and trash. Floors around toilets and urinals must be mopped at least once daily and more often, as necessary.
3. Building entrances and perimeter of building are to be policed for removal of all litter, debris, and trash, including cigarette butts, during the course of the day. Clean interior and exterior surfaces of lobby windows, windowsills, and doors.
4. Check elevator cab. Clean as necessary.
5. Remove trash from trash receptacles as necessary and replace liners. Clean trash receptacles as necessary.
6. Launder, dry, and fold cloth hand towels in Authority provided washing machine and dryer.
7. Complete other related duties as requested by staff.

EXHIBIT "B"

Base Bid

Prices incorporate all labor, cleaning agents, training, supervision, materials, equipment, tools, and any incidental supplies for the work.

<u>Service – Year 1</u>	<u>Monthly Unit Cost</u>	<u>Extended Total</u>
Routine Cleaning	\$4,480.00	\$53,760.00/yr
Day Porter Services (11/1-4/30 – 7 days a week from 10am-6pm)	\$4,344.00	\$26,064.00/yr
Extra Work	\$22.00/hr	\$3,300.00/yr
YEAR 1 GRAND TOTAL		\$83,124.00
<u>Service – Year 2</u>		
Routine Cleaning	\$4,480.00	\$53,760.00/yr
Day Porter Services (11/1-4/30 – 7 days a week from 10am-6pm)	\$4,344.00	\$26,064.00/yr
Extra Work	\$22.00/hr	\$3,300.00/yr
YEAR 2 GRAND TOTAL		\$83,124.00
<u>Service – Year 3</u>		
Routine Cleaning	\$4,569.60	\$54,835.20/yr
Day Porter Services (11/1-4/30 – 7 days a week from 10am-6pm)	\$4,430.88	\$26,585.28/yr
Extra Work	\$22.40/hr	\$3,360.00/yr
YEAR 3 GRAND TOTAL		\$84,780.48
<u>Service – Year 4</u>		
Routine Cleaning	\$4,569.60	\$54,835.20/yr
Day Porter Services (11/1-4/30 – 7 days a week from 10am-6pm)	\$4,430.88	\$26,585.28/yr
Extra Work	\$22.40/hr	\$3,360.00/yr
YEAR 4 GRAND TOTAL		\$84,780.48

Service – Year 5

Routine Cleaning	\$4,614.40	\$55,372.80/yr
Day Porter Services (11/1-4/30 – 7 days a week from 10am-6pm)	\$4,474.32	\$26,845.92/yr
Extra Work	\$22.66/hr	\$3,399.00/yr
YEAR 5 GRAND TOTAL		\$85,617.72
GRAND TOTAL -		\$421,426.68

Alternate Service

	<u>Monthly Cost</u>	<u>Extended Total</u>
Day Porter Service (5/1-10/31 – 7 days a week from 10am-6pm)	\$3,312.00	\$19,872.00
Day Porter Service (5/1-10/31 – Friday only from 10am-6pm)	\$720.00	\$4,320.00

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*	\$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	\$	
	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 #:
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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 service provider agreement with Avfuel Corporation providing for the purchase of aviation fuel products for resale by Base Operations at Page Field.
2. **FUNDING SOURCE:** UH5120041203.505265
3. **TERM:** Five-year term with one (1) five-year extension option.
4. **WHAT ACTION ACCOMPLISHES:** Selects a firm to provide aviation fuel for resale and other aviation related support services for Base Operations at Page Field.

5. **CATEGORY:** 14.
Consent Agenda

6. **ASMC MEETING DATE:** 10/20/2020

7. **BoPC MEETING DATE:** 11/5/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Aviation

10. **BACKGROUND:**

The Lee County Port Authority requested proposals for the services of a qualified and experienced aviation fuel supplier to provide aviation fuels for resale, aviation fuel delivery trucks for lease, quality control oversight, line and customer service training, and national marketing and advertising assistance for Base Operations at Page Field. The selected provider will work with Base Operations to provide recognized high-quality aviation petroleum products and services to the customers of Page Field and the business aviation community.

The proposed service provider agreement calls for a five-year term to commence on January 1, 2021, ending on December 31, 2025. It also provides for a single five-year extension option, exercised at the Authority's discretion. The existing aviation fuel supplier contract expires December 31, 2020.

On February 10, 2020, the Authority advertised Request for Proposals (RFP 20-12MLW), Aviation Fuel Supplier for Base Operations at Page Field. The advertisement appeared on PublicPurchase.com and online with Airports Council International, Florida Airports Council, and Airport Minority Advisory Council. A non-mandatory pre-proposal meeting was held on February 7, 2020 at Base Operation, Page Field to more specifically discuss the services related to this RFP and to answer any questions from potential proposers. Four (4) proposals were received on March 11, 2020 from the following companies (listed in alphabetical order):

- AEG Fuels
- Avfuel Corporation

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 (7-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

- Epic Fuels
- Titan Aviation Fuels

A publicly noticed Staff Evaluation Committee Meeting was held on March 24, 2020 to review each proposal, solicit staff comments, and prepare recommendations for consideration by the Airports Special Management Committee (ASMC). To assist the ASMC in their evaluation and ranking of firms, staff prepared and attached information summarizing each of the responses to the RFP. At the conclusion of the Staff Evaluation Committee Meeting, staff agreed to recommend the following order of preference for the responding firms:

1. Avfuel Corporation
2. Titan Aviation Fuels
3. Epic Fuels
4. AEG Fuels

At the June 16, 2020 meeting, ASMC concurred with the Staff Evaluation Committee's recommendation and selected Avfuel Corporation as the most qualified firm.

At the June 25, 2020 Joint Board of Port Commissioners meeting, the Board concurred with ASMC's selection and authorized staff to negotiate a contract with Avfuel Corporation. Accordingly, staff has successfully negotiated an agreement with Avfuel Corporation, incorporating provisions of their proposal package to include fuel delivery, fuel truck lease terms, line and customer service training, and promotional assistance.

Attachment:

1. Service Provider Agreement
2. Staff Summaries
3. Cost of Fuel

Port Authority Contract No. _____

Vendor No. _____

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
AVIATION FUEL SUPPLIER FOR BASE OPERATIONS AT
PAGE FIELD
RFP 20-12MLW

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 **AVFUEL CORPORATION**, a Michigan corporation, authorized to do business in the State of Florida, ("PROVIDER"), at 47 West Ellsworth, Ann Arbor, MI 48108, Federal Identification Number 38-2073252.

WITNESSETH

WHEREAS, the Authority desires to obtain a qualified aviation fuel supplier to provide aviation fuel and related services to Base Operations at Page Field Airport in Fort Myers, Florida, as described below; and,

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

WHEREAS, the Provider has reviewed the aviation fuel supplier services required under this Agreement; and,

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

WHEREAS, the Provider has been selected to provide the services described below as the result of a competitive selection process by Authority that complies with any applicable Florida Statutes and the Authority's Purchasing Policy, as approved and put into effect by the Authority's Board of Port Commissioners.

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

1.0 RECITALS

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

2.0 DEFINITIONS

2.1 Authority means the Lee County Port Authority and its governing Board of Port Authority Commissioners.

2.2 Provider means the individual, firm or entity offering services that is legally obligated, responsible, and liable for providing and performing and any and all of the services, work and materials, including services and/or the work of sub-contractors, required under this Agreement.

2.3 Basic Services means all services, work, materials and all related professional, technical and administrative activities that are necessary to perform and complete the services required by the Scope of Services of this Agreement.

2.4 Additional Services means any additional services that the Authority may request from Provider and authorize, in writing, which are not included in the Scope of Services.

2.5 Supplemental Agreement means a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the Authority.

3.0 SCOPE OF SERVICES

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

4.0 REQUEST FOR PROPOSALS AND PROVIDER'S PROPOSAL - INCORPORATION BY REFERENCE

The terms of the Request for Proposals, and Provider's Proposal received in response, are hereby merged into and incorporated by reference as part of this Agreement. Provider's Proposal shall include any supplementary representations or statements made by the Provider to Authority during the selection process. If there are any conflicts between the terms of this Agreement and the Request for Proposals; or between this Agreement and Provider's Proposal; the terms of this Agreement will control. The Parties acknowledge that the representations and information contained in Provider's Proposal have been relied on by Authority and have resulted in the selection of Provider to provide goods or perform services under this Agreement.

5.0 INCORPORATION OF ADDITIONAL AGREEMENTS

The parties further agree to incorporate the terms of the following subsidiary agreements as part of this Agreement, which are attached and incorporated herein as composite Exhibit "B":

AVFUEL CORPORATION FIXED BASE OPERATOR
Aviation Fuel Supply Agreement
Special Terms and Conditions
General Terms and Conditions

6.0 TERM

- (1) The term of this Agreement shall commence on January 1, 2021 (the "Effective Date"), and continue for five (5) years.
- (2) The Authority will have the option to extend the term of this Agreement for a single five (5) year extension term on the same terms and conditions. The extension term is subject to Provider's right to reject the extension, by written rejection sent to Authority no later than sixty (60) days after receiving Authority's notice of intend to exercise its option to extend the term of this Agreement. The Authority will notify the Provider no later than six (6) months before the expiration date of the initial term of its intent to exercise the option to extend the term of this Agreement.
- (3) If the term of this Agreement is extended, Provider agrees that it will give Authority all of the incentives that it listed in its Proposal for a ten (10) year term for the entire five (5) year extension term.

7.0 OBLIGATIONS OF THE PROVIDER

The obligations of the Provider with respect to all the basic services and any additional services authorized under this Agreement shall include, but are not limited to the following:

7.1 LICENSES

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

7.2 PERSONNEL

- (1) Qualified Personnel - The Provider agrees that when the services to be provided and performed relate to (a) professional service(s) which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all services to be provided under this Agreement.

Services performed under this Agreement shall be performed by Provider's own staff, unless agreed in advance by the Authority.

- (2) District Manager - Provider agrees to employ and designate a qualified, licensed professional to serve as Provider's manager ("District Manager") for this Agreement. Provider shall designate its District Manager in writing within five (5) calendar days after receiving an executed original of this

Agreement. Provider's District Manager designation shall be executed by the proper officers of Provider, and shall acknowledge that the District Manager shall have full authority to bind and obligate Provider on all matters arising out of or relating to this Agreement. The District Manager shall serve as a single point of contact for all aspects of this Agreement and must be specifically authorized and responsible to act on behalf of Provider with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. Provider agrees that the District Manager shall devote whatever time is required to satisfactorily manage all services provided by Provider under this Agreement. Provider further agrees not to change its designated District Manager, or the location or duties assigned to the District Manager, without prior written consent of Authority.

Provider further agrees to promptly remove and replace the District Manager, or any other personnel employed or retained by Provider, or any subcontractor or any personnel of any such subcontractor engaged by Provider to provide services under this Agreement within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

7.3 STANDARDS OF SERVICE

The Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice within the aviation fueling industry and in accordance with the laws, statutes, ordinances, codes, rules, regulations

and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

7.4 ADDITIONAL SERVICES

If Authority requests the Provider to provide and perform services under this Agreement that are not set forth in Exhibit "A", the Provider agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Such additional services shall constitute a continuation of the services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms and provisions as set forth in this Agreement and any Amendment(s) to this Agreement.

Additional services shall be administered and executed as Supplemental Task Authorizations under the Agreement. The Provider shall not provide or perform, nor shall the Authority incur or accept any obligation to compensate the Provider for any additional services, unless a written Supplemental Task Authorization has been executed by the parties.

Each Supplemental Task Authorization shall set forth a description of: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the additional services.

8.0 AUTHORITY'S RESPONSIBILITIES

Authority shall:

8.1 Designate in writing a project manager to act as Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement ("Project Manager"). The Project Manager shall have exclusive authority to

execute Task Authorizations, and any modifications or changes to Provider's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Task Authorization. The Project Manager shall have authority to transmit instructions, receive information, and to interpret and define Authority's policies and decisions with respect to Provider's services under this Agreement. The Project Manager shall review and make appropriate recommendations on all requests submitted by Provider for payment for services.

8.2 The Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Provider that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Provider hereunder; (2) the time Provider is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Provider.

8.3 Provide all criteria and information requested by Provider as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and budgetary limitations.

8.4 Upon request from Provider, make available to Provider all available information in Authority's possession pertinent to the services required by this Agreement.

8.5 Arrange access, in accord with Authority's security regulations, for Provider to enter any project site to perform services. Provider acknowledges that Authority may provide such access during times that are not the Provider's normal business hours.

8.6 Notify Provider of any defects or deficiencies in services rendered by Provider.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 BASIC SERVICES

Authority will pay Provider for all requested and authorized basic services completed in accordance with the requirements, provisions, and/or terms of this Agreement.

9.2 FUEL PRICING

Provider's Fuel Pricing during the term of this Agreement will be calculated using the formula set out in Provider's Proposal.

9.3 REFUELER TRUCK RENTAL AND ALL OTHER CHARGES FOR SERVICES

Refueler Truck rental and all other charges for services are set out in Provider's Proposal.

9.4 METHOD OF PAYMENT

(1) FUEL INVOICES

Provider shall submit an invoice, in a form acceptable to the Authority, with each fuel delivery. If the fuel is accepted, Authority shall make payment as set out below.

(2) MONTHLY FUEL TRUCK RENTAL INVOICES

The Provider shall be entitled to submit no more than one invoice to the Authority for each calendar month for each fuel truck rented. Fuel truck rentals shall be payable monthly in advance, billed on the first day of the month.

(3) PARTS INVOICES

Provider may submit invoices for parts purchases separately based on an open purchase order system.

(4) INVOICE FORM

All invoices must be submitted to Base Operations at Page Field, with a copy to the Manager's Office. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Invoices shall include an itemized description of the goods and services provided. Failure by the Provider to follow these instructions shall result in an unavoidable delay of payment by the Authority.

(5) PAYMENT SCHEDULE

Except for fuel invoices, which shall be paid within ten (10) days of receipt, the Authority shall issue payment to the Provider within forty-five (45) calendar days after receipt of an invoice from the Provider that is in an acceptable form and contains the requested breakdown and detailed description and documentation of charges. If the Authority objects or takes exception to the amount of any invoice, the Authority will notify the Provider of such objection or exception within forty-five (45) days of receipt of the invoice. If such objection or exception remains unresolved at the end of the forty-five (45) day period, the Authority will 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.

9.5 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE AUTHORITY

In the event of termination of this Agreement for the convenience of the Authority, the Authority shall compensate the Provider for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Provider in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.

9.6 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the Authority suspends the Provider's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Provider for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

9.7 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES

In the event the services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s); the Provider shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

10.0 ANNUAL 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 fiscal year or the date funds for goods or services covered by this Agreement are spent, whichever 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.

11.0 FAILURE TO PERFORM

If Provider fails to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement.

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

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

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

13. 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:

- 13.1 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;
- 13.2 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. Provider’s failure to comply with any public records request shall be considered a breach of this Agreement;
- 13.3 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
- 13.4 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 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).

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 Airport's Police Department that the Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Provider, Provider shall surrender any Airport Security Identification Badge held by the Provider or by Provider's agents, employees, subcontractors, or invitees. If Provider fails to surrender these items within five (5) days, the Provider shall be assessed a fee of One Hundred Dollars (\$100.00) or such other fee as the Board of Port Commissioners shall establish from time to time during the term of this Agreement, by the annual adoption of Rates and Fees for Page Field, for each identification badge not returned. This fee will be billed to the Provider or deducted from any money owing to the Provider, at the Authority's discretion.

15.0 ASSIGNMENT, TRANSFER AND SUB-CONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. Nor shall Provider subcontract any of its service obligations to third parties without prior written approval of the Authority, except that Provider shall have the right to employ contract fuel haulers to supply fuel to Authority as needed, without violating the prohibition against subcontracting services under this Agreement.

16.0 PROVIDER AN INDEPENDENT CONTRACTOR

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

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

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

18.0 INDEMNIFICATION

The Provider agrees to be liable for, and shall indemnify, hold harmless and defend Authority and Lee County, Florida and their respective Boards of Commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the performance of Provider's services under this Agreement or the errors, omissions, and/or negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person used by Provider to perform services under this Agreement, regardless of whether or not caused in part by a party indemnified hereunder.

19.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below and evidenced by properly executed Certificates of Insurance on forms which are acceptable to the Authority's Risk Manager. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to Authority, on a timely basis, if required by Authority. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. These Certificates and policies shall contain provisions that advance written notice by registered or certified mail shall be given to Authority of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of Provider shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and

applicable to this Project and shall include a waiver of subrogation in favor of Authority on all policies including general liability, auto liability and the workers' compensation policy.

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

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

Provider must also ensure that any representative or subcontractor comply with the insurance requirements set out in this Agreement.

19.1. INSURANCE REQUIRED

Before starting and until acceptance of the work by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 19.2.1 through 19.2.4, inclusive below. Provider shall grant Authority access to the actual policy limits maintained for each coverage regardless of the minimum coverage limits required below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

19.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

19.2.1. Commercial General Liability Insurance on an occurrence basis shall be maintained by Provider. Coverage shall also include, but not be limited to, Bodily Injury, Independent Contractors, Property Damage including Products and Completed Operations, and Personal and Advertising Injury Coverages. If Provider provides any construction work, it must also include Products and Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

Per Occurrence	\$25,000,000
General Aggregate	\$50,000,000

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

19.2.2. 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 Combined Single Limit	\$2,000,000 per accident
Or	
Bodily Injury	\$2,000,000 per accident
Property Damage	\$2,000,000 per accident

The Auto Liability policy must be endorsed with ISO for CA 9948-Pollution Liability for Covered Autos and include automobile pollution coverage MCS90.

19.2.3. 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 \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one (1) year. If Provider maintains Errors and Omissions coverage and its subcontracted fuel hauler maintains Environmental and Contractor Pollution Liability coverage, with Authority named as an additional insured and in the amounts set out above, such coverages will be acceptable.

19.2.4. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Employer's Liability	
Bodily Injury	\$1,000,000 per accident
Disease	\$1,000,000
Worker's Compensation	Florida Statutory Requirements

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

19.2.5. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for

Authority's review as to acceptability. If any insurance provided under this Agreement expires prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and certified, true copies of the renewal policies, if requested by Authority, shall be furnished them thirty (30) days prior to the date of expiration.

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

20.0 SOVEREIGN IMMUNITY

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

21.0 DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

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

22.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

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

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

- A. Contracting to provide goods or services to a public entity.
- B. Submitting a bid on a contract for construction or repair of a public building or public work.
- C. Submitting bids on leases of real property to a public entity.
- D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

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

23.0 MAINTENANCE OF RECORDS

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

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

24.0 NO THIRD PARTY BENEFICIARIES

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

25.0 APPLICABLE LAW

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

26.0 PROHIBITED INTERESTS

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

27.0 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.

28.0 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.

29.0 COVENANTS AGAINST DISCRIMINATION

29.1 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.

29.2 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.

29.3 Incorporation of Provisions. Provider shall include the provisions of paragraphs 29.1 through 29.2 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.

30.0 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.

31.0 E-VERIFY

Provider certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. The Provider further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

31.1 All persons employed by Provider during the term of this Agreement

31.2 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.

32.0 HEADINGS

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

33.0 NOTICES AND ADDRESSES

33.1 NOTICES BY PROVIDER TO AUTHORITY

All notices required and/or made pursuant to this Agreement to be given to the Provider to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

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

33.2 NOTICES BY AUTHORITY TO PROVIDER

All notices required and/or made pursuant to this Agreement to be given by the Authority to the Provider shall be made in writing and shall be given by the United States Postal Service, to the following Provider's address of record:

Avfuel Corporation
47 West Ellsworth
Ann Arbor, MI 48108
Attention: William B. Light

33.3 CHANGE OF ADDRESS

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

34.0 TERMINATION OR SUSPENSION

34.1 Provider shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Provider seven (7) calendar days written notice.

34.2 If, after notice of termination of this Agreement, it is determined for any reason that Provider was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Provider provided herein, then Provider's remedies against Authority shall be the same as and limited to those afforded Provider under paragraph 34.3 below.

34.3 Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Provider. In the event of such termination for convenience, Provider's recovery against Authority shall be limited

to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Provider that are directly attributable to the termination, but Provider shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

34.4 The Provider may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Authority reserves the right to accept, or reject, the termination request, and no such termination request submitted by Provider will become effective until Provider is notified, in writing, by the Authority of its acceptance.

34.5 Upon termination, Provider shall deliver to Authority all original papers, records, documents, and other material set forth and described in this Agreement.

34.6 Authority shall have the power to suspend all or any portions of the services to be provided by Provider hereunder upon giving Provider two (2) calendar days prior written notice of such suspension.

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. (2016), or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is

engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

36.0 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.

37.0 AMENDMENTS

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

38.0 MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment(s) or Supplemental Task Authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Amendment(s) or Supplemental Task Authorization(s), the latest executed Amendment(s) or Supplemental Task Authorization(s) shall take precedence.

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

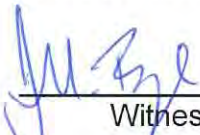
By: _____
Chair or Vice Chair

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:

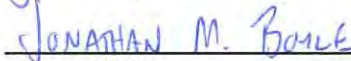
AVFUEL CORPORATION, PROVIDER



Witness



Authorized Signature for Provider



Witness

By: JOEL J. HIRST
Printed Name

SEAL

Vice President Sales
Title

EXHIBIT "A"

SCOPE OF SERVICES

Provider must furnish aviation fuel (Jet A and Avgas 100LL) for purchase and resale and related services as necessary to support a premier level FBO at Base Operations at Page Field Airport in Fort Myers, Florida. Aviation fuel must meet the following minimum requirements:

1. Jet A - ASTM (American Society for Testing and Materials) D-1655 (latest revision).
2. Avgas 100LL - ASTM D-910 (latest revision).
3. Each tanker supplying fuel to the FMY Fuel Farm must be dedicated to aviation fuel products only and shall not carry any other product. Supplier/transporter will only transport like types of fuel to prevent fuel contamination and will provide documentation of predelivery testing detailing what was previously contained in the delivery vehicle and the method of cleaning.
4. Provider must provide traceability of fuel product shipments, from refinery to the FMY Fuel Farm.
5. Provider must perform and document the following tests before shipments arrive at the FMY Fuel Farm:
 - a) Visual
 - b) Color
 - c) Bottom sediment and water
 - d) Temperature
 - e) API gravity

The Authority may perform any additional tests it deems necessary and reserves the right to reject any delivery it deems unsuitable. The Authority also maintains the right to reject any operator or truck that is making deliveries.

6. Inspections:
 - a) Provider must to provide inspection services at no additional cost to the Authority.
 - b) Provider must state the proposed frequency of inspections.

- c) Items to be inspected must include Provider's fuel farm and all refuelers to be used regardless of ownership.
 - d) Provider must provide written documentation of all inspections.
7. Provider must provide a statement that all product contains systems icing inhibitor, if applicable.
8. Provider must offer a Professional Line Service and Customer Service Training Program:
- a) Provider must offer a program that includes a description of industry associated training to include live action video or web-based training specific to the following areas: quality assurance including proper receipt of a transport load of aviation fuel, and aviation fuel quality testing, ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, refueling jet aircraft, towing aircraft, fuel farm management (including fuel farm maintenance), customer service (including customer service training for specific customer service staff), proper handling of DEF with aircraft refuelers, and fire safety. The program should also describe any on-site training (via contractors and/or salaried employees).
 - b) Frequency of Training.
 - c) Quality Control Manuals that are current and have been completely revised within the last two (2) years.
 - d) Aircraft ground service & towing guide reference materials.
9. Refueler Lease Program:
- Provide a detailed description of lease program, including lease rates and delivery dates. Proposal must also include a sample, as well as detailed information on the below items:
- a) Provider must provide relief refuelers, as required, to meet special needs and events at FMY or temporarily replace refuelers out of service for mechanical repair. The proposal must discuss cost for back-up equipment.
 - b) Provider must provide an option on an annual basis for new replacement refuelers.

- c) Provider must allow qualified outside contractors and qualified FMY employees to perform necessary maintenance, inspections, etc., on leased refuelers.
- d) Both the supplier and any subcontractor must provide the necessary insurance as outlined in the insurance requirement section of this Agreement.

10. Refueler Specifications:

- a) Provide detailed description of refuelers including, but not limited to, capacity, chassis, and engine type.
- b) Refuelers must be new models, not previously placed in service, with automatic transmissions.
- c) Provider may provide an alternate proposal for refurbished refuelers. Must describe the level of refurbishment.
- d) The approximate fuel capacities of refuelers proposed should, at a minimum, be Avgas 100LL two (2) – 1,200-gallon vehicles and Jet A three (3) – 3,000-gallon vehicles.
 - Detail of maintenance and inspections to be provided on refuelers.
 - Include paint and decals.
 - Provider must demonstrate flexibility to change refueler size.
 - Each Jet refueler must be equipped with automatic fuel system icing inhibitor dispensers. (If not provided, explain reasons why.)
 - Each Avgas refueler must be equipped with an air compressor, retractable air hose and oil locker.
 - Provider's refuelers shall be equipped with cumulative meter ticket printers. Meters shall be calibrated and certified for resale in the State of Florida prior to January 1, 2021. Provider may provide option for digital electronic register with repeater display.

12. Inventory Management System

- a) Provider must provide a total fuel inventory tracking and management system (hardware and software) that tracks inventory from receipt at the fuel farm to customer invoicing. The system should be capable of and include the following:
 - i) Track inventory received into fuel farm.
 - ii) Track inventory loaded into each refueler.
 - iii) Capability for each Jet-A refueler to monitor for correct injected additive quantities and shutdown the fueling operation should injected additive quantities fall out of tolerance.
 - iv) Wirelessly communicate refueler transactions to existing point-of-sale and accounting software program (Total FBO) for seamless, ticketless customer invoicing and credit card transactions at the truck.
 - v) Capability to provide detailed fuel variance reports.
 - vi) On-site start-up and training.

“EXHIBIT B”



AVFUEL CORPORATION
FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT

Reference Date: July 21, 2020

Effective Date: January 1, 2021

SUMMARY

This Agreement is between Avfuel Corporation and its affiliates and subsidiaries all of which have principal offices at 47 West Ellsworth Road, Ann Arbor, MI 48108 USA, hereinafter referred to, individually or collectively as “Avfuel”, and Lee County Port Authority having its principal office at (Street address only) Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, hereinafter called “Customer”, collectively called “the Parties”, and is effective on the Effective Date or, if no Effective Date is specified then on the Reference Date noted above.

THIS IS AN INTEGRATED AGREEMENT CONSISTING OF SEVERAL PARTS, ALL OF WHICH SHALL BE READ TOGETHER AND INTERPRETED AS ONE AGREEMENT. The parts shall include this Summary, the Special Terms and Conditions, and the General Terms and Conditions. In the event of any inconsistencies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall govern. Avfuel offers other Programs that it believes are of benefit to Customer. Customer chooses to participate in those Programs that are checked below and agrees that the applicable provisions of the Special and General Terms and Conditions govern those Programs. Additions or deletions to this agreement are governed by the Changes Provision set forth in Section 17 of the General Terms and Conditions. If customer should avail itself of any of the Programs not checked below then Customer specifically agrees to be bound by the Special and General Terms and Conditions that govern those Programs.

Applicable Certificates of Insurance are attached hereto, Insurance Company Name _____

- | | |
|--|---|
| <input checked="" type="checkbox"/> Customer Credit Program | <input type="checkbox"/> Addendums |
| <input checked="" type="checkbox"/> Brand Program | <input checked="" type="checkbox"/> AVTRIP Program |
| <input checked="" type="checkbox"/> Credit and Charge Cards Acceptance Program | <input checked="" type="checkbox"/> Contract Fuel Dealer Program |
| <input checked="" type="checkbox"/> Equipment Lease Agreement | <input type="checkbox"/> Avsurance Primary Commercial Insurance Program |

CUSTOMER FEIN: 65-0717520

TYPE OF BUSINESS: Other
(i.e. C-corp, S-corp, Partnership, LLC, Sole Prop, or other)

STATE ID NUMBER:

STATE OF INCORPORATION: Florida

FOR: AVFUEL CORPORATION

FOR: LEE COUNTY PORT AUTHORITY

**FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT**

SPECIAL TERMS AND CONDITIONS

CUSTOMER NAME: LEE COUNTY PORT AUTHORITY

BILLING ADDRESS: 5200 CAPTAIN CHANNING PAGE DRIVE
(if different than street address)

DELIVERY ADDRESS: 5200 CAPTAIN CHANNING PAGE DRIVE
(if different than street address)

AIRPORT ID (IATA CODE): KFMY (PAGE FIELD)

PRODUCT(s):

Jet-A Jet-A with Anti-ice Avgas/100LL Other

CREDIT LIMIT/PAYMENT TERMS: \$200,000 credit limit, Fuel Invoices Due Net 10 days via ACH, Refueler Truck Lease Due Net 45 days

EQUIPMENT LEASED:

Description**	S/N or VIN	Lease Rate	Replacement* Cost (Current)
2020 International 5,000 Gallon Jet Refueler Truck	TBA	\$624/mo 1 st 5 yrs, \$102/mo 2 nd 5 yrs	\$255,000
2019 Hino 3,000 Gallon Jet Refueler Truck	TBA	\$536/mo 1 st 5 yrs, \$89/mo 2 nd 5 yrs	\$230,000
2019 Hino 3,000 Gallon Jet Refueler Truck	TBA	\$536/mo 1 st 5 yrs, \$89/mo 2 nd 5 yrs	\$230,000
2020 Hino 1,200 Gallon Avgas Refueler Truck	TBA	\$337/mo 1 st 5 yrs \$55/mo 2 nd 5 yrs	\$120,000
2020 Hino 1,200 Gallon Avgas Refueler Truck	TBA	\$337/mo 1 st 5 yrs \$55/mo 2 nd 5 yrs	\$120,000

*Hazard insurance, **Meters, if so equipped, have NOT been Certified or Calibrated on new or replacement Refuelers delivered to Customer

CONTRACT FUEL DEALER: Current rates and fees on file with Avfuel Corporation

Flight Operation Type (select one):
 Corporate Configured Accepted
 Non Corporate Ops Only
 DC-9 and Larger, Non Corporate Ops Only

Airport Flowage Fee: YES NO _____ \$/g (i.e. \$0.0300)

Storage Fee: YES NO _____ \$/g (i.e. \$0.0300)

Into wing Fee:

Jet Into-Plane Rate Schedule	Gallons from/to	Rate/gallon
Example	1-1000 gallons	\$X.XXXX

** As established per Lee County Port Authority**

OTHER SPECIAL TERMS AND CONDITIONS:

Under "General Terms and Conditions": section #2 Term, paragraph #3.3 Price and Payment, section #10 Reciprocal Indemnification, section #18 Exclusive Jurisdiction, section #19 Exclusive Governing Law, section #20 Severability and section #21 Entire Agreement/Amendments are deleted.

AVIATION FUEL SUPPLY AGREEMENT**GENERAL TERMS AND CONDITIONS**

1. PURCHASE AND SALE: Subject to the terms and conditions contained herein, throughout the entire term of this Agreement, the "AFSA", Avfuel agrees to sell and deliver, and Customer agrees to purchase from Avfuel and pay for, the Customer's entire requirements for all aviation fuel products (the "Products") and, when and if available, other aviation electricity and energy products (the "Alternative Products") to be handled, stored, used, distributed or sold by Customer or its affiliates at each airport (each an "Airport") listed in the Special Terms and Conditions, including without limitation those Products and Alternative Products that the Customer is presently using that are identified in the Special Terms and Conditions. If, at any time during the term of this Agreement the Customer, or any entity controlled by or in common control with Customer, operates any other facility that sells aviation fuels or Alternative Products at a listed Airport (each a "Supplemental FBO"), then Customer shall or shall cause such other entity to enter into a new AVIATION FUEL SUPPLY AGREEMENT with Avfuel (on the same terms and for the same duration as this Agreement) for the supply of 100% of the requirements of the Supplemental FBO for aviation fuel and, to the extent made available at such location by Avfuel, the supply of 100% of the requirements of the Supplemental FBO for Alternative Products. If Customer requests and Avfuel agrees to deliver to any location not listed in the Special Terms and Conditions (each an "Alternate Location") and, to the extent that the terms of delivery to such Alternate Location is not governed by a separate agreement between Avfuel and Customer, delivery to such Alternate Location shall be governed by the terms of this Agreement; provided, however, that applicable pricing and taxes for each Alternate Location shall be determined by the market price of Products and Alternate Products and applicable taxes at the delivery address of the Alternate Location. Customer represents and warrants that all products and services purchased hereunder will be for commercial purposes and Avfuel has relied on this representation in entering into this Agreement. Avfuel has entered this Agreement with the Customer on the expectation and condition that (a) the Customer's deliveries of Products and Alternative Products at the Delivery Addresses will be limited to deliveries to end users pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as Contract Fuel Customers (a "CFC") to facilitate direct sales by Avfuel to those CFCs pursuant to Avfuel's Contract Fuel Program (the "CFD Program"), (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD Program to purchasers listed as CFCs for brokered resale by those CFCs to end users or resale otherwise brokered through Avfuel, the Customer will not make any deliveries (or hold inventories) of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining Avfuel's network and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the rights pursuant to Article 11 of the General Terms and Conditions.

2. TERM: The initial term of this Agreement is seven (7) years, beginning on the Effective Date specified in the Summary. The term shall be automatically renewed for successive five (5) year terms until one Party delivers a Notice to the other Party of its intent to terminate at the end of the then current term. Such Notice shall be delivered at least ninety (90) but not more than one hundred twenty (120) days prior to the expiration of the current term.

3. PRICE AND PAYMENT:

3.1. Unless otherwise agreed in writing by the Parties, the price per gallon for Products delivered to Customer shall be as established by Avfuel from time to time in its discretion based upon market and other conditions that it deems pertinent based on the date and time that Avfuel loads the Products into delivery trucks. Prices shall be F.O.B. the Customer's facilities at the Airports (each a "Delivery Address") and shall be exclusive of all taxes, fees, surcharges and other charges.

3.2. Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

3.3. Unless otherwise agreed in writing by the Parties, Customer agrees to pay in advance by bank wire transfer for all Products purchased hereunder. Failure to pay in advance shall be construed as a credit transaction and shall be subject to the Terms and Conditions of the Customer Credit Program set forth below.

4. TAXES AND OTHER CHARGES:

4.1. Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by Customer, excepting Taxes which are imposed upon Avfuel based upon its net income or revenues.

4.2. If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from Customer at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require to be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If, subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

4.3. CUSTOMER ACKNOWLEDGES THAT IT REMAINS SOLELY RESPONSIBLE FOR ALL SUCH TAXES, AND WILL INDEMNIFY AVFUEL AGAINST ANY LIABILITY FOR SUCH TAXES EVEN IF AVFUEL FAILS FOR ANY REASON TO INCLUDE ANY SUCH TAXES IN ITS INVOICES TO CUSTOMER. HOWEVER, AVFUEL WILL INDEMNIFY CUSTOMER AGAINST ANY LATE CHARGES, PENALTIES OR OTHER CHARGES THAT CUSTOMER INCURS IF AVFUEL'S FAILURE TO INCLUDE ANY TAXES IN ITS INVOICE IS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.4. Customer's obligation to indemnify Avfuel shall extend to any Taxes which are assessable against Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes and to any Taxes for which an exemption had been claimed but which are subsequently assessed by Taxing Authorities based upon its rejection of the claimed exemption for the Products or Customer.

5. DELIVERY:

5.1. Deliveries shall be made to the Delivery Address(es) listed in the Special Terms and Conditions. Avfuel or its authorized shipping agent ("Shipping Agent") shall be provided access to Customer's storage facilities during normal business hours, or at such other times as may be approved by Customer's authorized representative, for the purpose of unloading the Products. Unless otherwise agreed in writing, the minimum delivery of Jet A or Avgas fuel will be a full standard transport tanker load as determined by the maximum allowable Gross Vehicle Weight between the supply point and the delivery address. Avfuel reserves the right to impose a surcharge for deliveries of less than a full tanker load.

5.2. Delivery shall be into tanks designated by Customer. Such designation shall be construed as a warranty that the designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any properly operating hose provided by Avfuel or its Shipping Agent. Access to Customer's tanks shall be furnished in such a manner that Avfuel or its Shipping Agent can safely and conveniently reach Customer's storage facility with the hoses available, and Avfuel or its Shipping Agent may refuse to complete any delivery which Avfuel or the Shipping Agent determines, in its sole discretion, cannot be made safely.

5.3. Customer shall be responsible for all demurrage charges assessed by the Shipping Agent for additional time spent at the Delivery Address(es) or any Alternative Location.

5.4. Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if Avfuel is immediately notified, while Shipping Agent is still present. **GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

6. **FORCE MAJEURE:** Except as provided below, neither Party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control for the period the effects of such causes continue. These causes shall include but shall not be restricted to: fire, storm, flood, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, terrorism, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. For purposes of this Agreement, the term "unavailable" shall mean that Avfuel, for any reason whatsoever, including but not limited to government action, reduced or allocated fuel supplies, lack of transportation or the like, is unable to procure and deliver a specific Product on a commercially reasonable basis within two (2) days of the specific time requested by Customer. In that event, and only to the extent of such unavailability, the Parties hereto shall be relieved of their obligations under the applicable provisions of this Agreement. If and as applicable, Avfuel will comply with any governmental statute or regulation mandating the allocation of available supplies of Products. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

7. LIMITED WARRANTY:

7.1. Avfuel warrants that all Products delivered pursuant to this Agreement will, at the time of delivery, conform to the then latest revision of following specifications: Aviation Gasoline will conform to the ASTM Specification D910; and Jet Fuel will conform to the ASTM Specification D1655 and Alternative Products will conform to the then current applicable specifications. Avfuel retains the right to revise the applicable specifications upon written Notice to Customer.

7.2. **THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

7.3. Customer shall sample and test each shipment of Product prior to delivery using industry standard test procedures. If Customer determines or suspects non-conformity then Avfuel must be immediately notified, while the Shipping Agent is still present, and the delivery shall not be completed until either Customer accepts the Product, acknowledging conformity or Avfuel replaces the Product. Customer will permit Avfuel access to Customer's premises and records during normal business hours and upon four (4) hours' telephonic or written Notice to Customer for purposes of investigating any claim of non-conformity. If it is determined that the Product is non-conforming, Avfuel's sole obligation shall be either (1) replacement of the non-conforming Product with conforming Product, or (2) removal of the non-conforming Product and cancellation of the invoice for that Product or refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder. **TIME IS OF THE ESSENCE AND ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE SHALL VOID THE LIMITED WARRANTY.**

8. COMPLIANCE WITH LAWS:

8.1. Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling, use and sale of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Agreement. Each Party reserves the right to terminate those portions of this Agreement governing the purchase of a Product if the other Party violates the provisions of this subsection with respect to that Product. In such event, the remaining provisions of this Agreement shall continue in full force and effect.

8.2. Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the use, sale and distribution of the Products that are the subject of this Agreement.

9. **INDEPENDENT STATUS:** Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

10. **RECIPROCAL INDEMNIFICATION: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY (AS SUCH, THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND TO HOLD HARMLESS THE OTHER PARTY AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE OTHER PARTY (AS SUCH, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY ANY INDEMNIFIED PARTY AS A RESULT OF THE BREACH BY THE INDEMNIFYING PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNIFYING PARTY OR OF ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE INDEMNIFYING PARTY. ANY AMOUNT PAYABLE BY THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL BE DUE WITHIN TEN (10) DAYS AFTER WRITTEN DEMAND AND ANY SUCH AMOUNT WHICH IS NOT PAID WHEN DUE SHALL BEAR INTEREST FROM THE DUE DATE TO THE DATE OF PAYMENT AT THE RATE OF 16% PER ANNUM (OR, IF LESS, AT THE MAXIMUM RATE OF INTEREST PERMITTED UNDER THE LAWS OF THE STATE IN WHICH THE INDEMNIFYING PARTY HAS ITS PRINCIPAL PLACE OF BUSINESS). WITHOUT LIMITING THE GENERALITY OF THE ABOVE PROVISIONS, THE OBLIGATION OF THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL INCLUDE ANY REASONABLE ATTORNEY'S FEES OR OTHER COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ENFORCING THE OBLIGATION OF INDEMNITY UNDER THIS SECTION. EACH PARTY'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.**

11. BREACH AND TERMINATION:

11.1. Failure of a Party to comply with the provisions of this Agreement shall constitute a breach of the Agreement by the non-complying Party. Except as otherwise permitted under this Agreement, the non-breaching Party shall provide Notice of that breach to the other Party in the manner set forth in Section 16. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 11.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach, by further written Notice, at its election, may affirm this Agreement and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate this Agreement. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

11.2. The provisions of Section 11.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it under this Agreement immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate this Agreement forthwith and without giving Customer Notice or the opportunity to cure. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer, to any guarantor of the Customer's obligations under this Agreement or to any affiliate entity that owns, is owned by or is under common ownership with the Customer against any amounts

owed by Customer to Avfuel. Customer warrants that it is authorized to make this commitment with respect to amounts owed by Avfuel to such guarantors and affiliate entities. In addition, Avfuel or its agents or employees may, without further Notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Exercise of the foregoing remedies shall not constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions of this Agreement. Fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

11.3. The Party claiming a breach may waive that breach by giving Notice to the other Party in the manner set forth in Section 16 below. The waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not prejudice or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

11.4. Except as set forth in Section 11.2, any dispute that arises under this Agreement, pursuant to Section 11.1 or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course. If the dispute involves the payment of money, all undisputed amounts shall be paid when due regardless of whether the undisputed amount is only part of an invoice.

11.5. The exercise of a Party's right to terminate the Agreement or to exercise any other remedy shall not be deemed an election of remedies and shall be without prejudice to the non-breaching Party's rights to exercise any other remedy afforded to it by this Agreement or by law or equity. In any action related to the enforcement or breach of this Agreement, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

12. INSURANCE:

12.1. Customer shall secure and at its cost shall thereafter maintain in effect during the term of this Agreement the following insurance and furnish Avfuel a Certificate of Insurance evidencing: (1) aviation general liability insurance, including products and completed operations liability, with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; (3) workers compensation covering all employees of Customer and (4) physical damage coverage covering the value of any leased Equipment. Insurance policies shall be issued by insurance companies acceptable to Avfuel (whose acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary, as applicable, as an additional insured and/or loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Prior to the Effective Date stated in the Summary, and from time to time thereafter as requested by Avfuel, Customer shall furnish Avfuel a Certificate of Insurance evidencing compliance with this Section.

12.2. Customer may, if it chooses, apply for this insurance through Avfuel's subsidiary, Avsurance Corporation.

12.3. Avfuel currently offers to qualifying customers that participate in Avfuel's Brand Program ("Branded Dealers") the opportunity to participate in Avfuel's Excess Aviation Liability Insurance Program. To qualify, a Branded Dealer must maintain as its primary insurance coverage an Airport Liability Policy with premises, products and completed operations coverage of \$1,000,000 (combined single limit) issued by an insurer acceptable to Avfuel. This Program currently allows qualifying Branded Dealers, at no charge, to be designated as additional insured parties under an Excess Aviation Liability Insurance Policy secured by Avfuel, with excess coverage in the amount of \$50,000,000 against claims for bodily injury or property damage resulting from defects in any aviation gasoline and jet fuel that is supplied by Avfuel to the Branded Dealer and resold by the Branded Dealer to end users.

To participate in this Program and secure this excess coverage, the Branded Dealer must complete and submit to Avfuel the required Application and provide to Avfuel a Certificate of Insurance confirming its primary insurance coverage and naming Avfuel as an additional insured. A Branded Dealer becomes an additional insured under Avfuel's Aviation Products Excess Liability insurance coverage on the date that Avfuel delivers Notice to the Branded Dealer that its Application and Certificate of Insurance have been approved by Avfuel and the excess coverage will be applicable to occurrences following that date.

Avfuel reserves the right to discontinue this Program or to require the Customer to pay a charge for participation in this Program. But in that event, Avfuel will deliver Notice to the Branded Dealer at least thirty (30) days prior to the effective date of that discontinuance or cost change so that the Branded Dealer has the ability if it chooses to make alternative arrangements.

13. CUSTOMER CREDIT:

IN THE EVENT THAT AVFUEL CHOOSES TO DELIVER GOODS OR SERVICES THAT HAVE NOT BEEN PAID FOR IN FULL BY WIRE TRANSFER PRIOR TO THE TIME OF THAT DELIVERY, AVFUEL SHALL BE CONSTRUED AS HAVING EXTENDED CREDIT TO CUSTOMER AND THE TERMS AND CONDITIONS IN THIS SECTION SHALL APPLY.

13.1. Credit terms may not be used during any period in which the Customer is in breach of its obligations under this Agreement. In addition to the provisions of Section 11 of the General Terms and Conditions, for the specific purposes of this Customer Credit Program, the Customer will be in breach if (a) any amount charged to the Customer's account is not paid in accordance with the agreed upon payment terms; (b) if and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries; or (c) if Avfuel determines that there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the Special Terms and Conditions of this Agreement. No purchase may be made which would cause the total amount owed under this Agreement to exceed that credit limit.

13.2. Upon termination of this Agreement, Customer shall have no right to credit terms for new purchases, but all obligations incurred prior to the termination, as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then the terms of this Agreement shall pertain to those charges.

13.3. Subject to the approval by Avfuel at its offices in Michigan, all purchases by Customer for which Avfuel does not receive payment at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. Avfuel may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

13.4. Avfuel shall invoice Customer for all Products delivered to Customer or to Customer's designees. Invoices shall include the selling price of the Products delivered, taxes, duties, and any other charges as separate line items. Each invoice will be payable in full on or before that due date specified in that invoice.

13.5. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date.

13.6. Customer agrees to pay to Avfuel upon demand a fee of \$50.00 for each check, draft or other form of remittance that is not honored by the drawee upon due presentment by Avfuel or its agents.

13.7. From time to time, Avfuel may send Customer a statement of Customer's account for Customer's information showing in summary, or in such detail as Avfuel may deem appropriate, current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have fifteen (15) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such Notice is given, such statement shall be conclusively presumed correct.

13.8. In the event that any invoice is not paid in full by the due date stated therein, the unpaid amount of the invoice shall bear interest until paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for, charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in this Agreement to the contrary, Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law for business purposes, and it is expressly understood and agreed that if Avfuel shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit

balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.

13.9. If, at any time during the term of this Agreement, the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel for any shipment of fuel and shipment may be withheld until such payment or security is received.

13.10. For the purpose of securing a payment of all indebtedness of Customer to Avfuel from time to time outstanding (including, without limitation, any amounts due under this Agreement or any other agreement or instrument between Avfuel and the Customer) grants to Avfuel a purchase money security interest in and to all of Customer's inventory of the Products purchased from Avfuel, and all accounts, contract rights and other proceeds from such inventory, whether now owned or hereafter acquired. Customer warrants that the purchase money security interest granted herein is and shall remain superior to any other security interests granted by Customer to any other entity. For so long as this Agreement is in effect, all of Customer's inventory of aviation fuels will be presumed to be Products purchased pursuant to the Agreement and subject to the purchase money security interest granted by this Agreement. Customer hereby authorizes Avfuel to sign and record all financing statements and other instruments which Avfuel may reasonably require in order to create, perfect and continue in force said security interest and first priority lien. Customer authorizes Avfuel to file a true copy of this Agreement in lieu of any financial statement. The rights and obligations of Avfuel and the Customer under and with respect to the security interest and first priority lien created by this Section shall be interpreted in accordance with the Uniform Commercial Code in effect in the state of the Billing Address of the Customer as stated in the Summary.

14. CREDIT, CHARGE CARD, AND PAYMENT ACCEPTANCE:

14.1. Customer is participating in Avfuel's Credit, Charge Card, and Payment Acceptance Program (the "Payment Acceptance Program") Accordingly, unless otherwise agreed in writing, Customer must use Avfuel's platform and gateway for all its payment processing needs and Customer shall honor any valid credit or charge card or other non-card based payment modality listed as accepted in the most current Acceptable Card and Payment List ("ACL") issued by Avfuel and published from time to time on its website at Avfuel.com (the "Accepted Cards") for the purchase by the party to which that card/payment method is issued (the "Cardholder") of products and services if the purchase has been specifically approved by Avfuel. To the extent that a non-card payment modality is not listed among the Approved Cards on the ACL, Customer shall be allowed to process such payment outside of Avfuel's gateway until such payment modality is included among the Approved Cards on the ACL.

14.2. Customer shall prepare a voucher for each transaction (a "Card Transaction") with an Accepted Card (a "Voucher") and shall promptly submit that Voucher to Avfuel. The term "Voucher" means an electronically prepared credit card slip or other written record of a credit sale in form acceptable to Avfuel that has been fully completed by Customer and for which Customer is retaining a copy signed a person authorized to use that Accepted Card (an "Authorized User"). Each Voucher must be submitted electronically by means of an approved point of sale machine or point of sale software system (a "POS Device") in accordance with the instructions contained in the then current edition of Avfuel's Manual that can be viewed or downloaded at Avfuel's website at Avfuel.com or according to the approved point of sale software vendors instructions. In all Card Transactions, the Customer is responsible for making sure that the card presented is an Accepted Card and is not expired and that the person signing the Voucher is an Authorized User. In Card Transactions where the Voucher is first prepared manually, the Customer is also responsible to make sure that the Voucher is complete and legible. If imprinted and hand written amounts on a Voucher do not agree the lesser amount shall be presumed to be correct. The Customer shall make a manual imprint of all cards electronically processed but requiring that the card number be entered manually, in order to prove that the card was present at the time of sale. "Promptly" means batches of Vouchers should be submitted (settled) at least once per day and by 11:00 PM Central Time but in no case any less frequently than once every 72 hours. Customer must keep copies of signed Vouchers and summaries for a period of seven (7) years and supply Avfuel with duplicates if requested. Manual Card Transactions are for pre-arranged emergency processing only and are not accepted under most circumstances. Higher discount rates apply for manual Card Transactions and electronic Card Transactions not settled and received daily by 11 pm Central Time.

14.3. Upon receipt from the Customer of a properly prepared and processed Vouchers, Avfuel shall, on its normal schedule, remit to Customer or, as Avfuel may elect, credit Customer's fuel purchase account with Avfuel, in an amount equal to the total face amount of all such Vouchers less such discounts as applicable according to Avfuel's then current Accounts Receivable Discounts Schedule ("ARDS") issued

to Customer by Avfuel and subject to adjustments and chargebacks as provided in Section 14.7 below and less any fees for AVTRIP point awards. In addition to any lien rights which Avfuel might otherwise possess as a result of services provided to the Cardholder, upon Customer's receipt of the payment or credit from Avfuel for the Vouchers generated from the Customer's sales to that Cardholder, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any property owned by the Cardholder arising from the Card Transaction(s) for which those Vouchers were issued. Avfuel's ARDS is subject to change upon five (5) days prior written Notice.

14.4. Customer acknowledges merchant processing instructions and rules and regulations established by the issuers of the Accepted Cards (the "Issuers") in the Issuers' websites that are included in or referenced in Avfuel's website at Avfuel.com and agrees to abide by these instructions, rules and regulations, as updated from time to time by the Issuers. Furthermore, Customer agrees to comply with all Data Security Standards and Data Security Policies of the Issuers (the "PCI/DSOP Requirements") and certifies to Avfuel that it is and will continue to be compliant with those PCI/DSOP Requirements. Customer shall defend, indemnify and hold harmless Avfuel and its credit card processor from any claims based on Customer's non-compliance with Customer's commitments in this Section including but not limited to penalties, fines, and any costs incurred in responding to any action alleging such non-compliance. Customer understands that failure to be fully compliant with the PCI/DSOP Requirements may result in loss of right to process Card Transaction under the Payment Acceptance Program.

14.5. Customer acknowledges receipt of, and agrees to observe, Avfuel's current instructions for recording and processing Card Transactions that are included in Avfuel's website at Avfuel.com. Avfuel reserves the right to amend any and all instructions in its website and to add new instructions to its website from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms, POS Machines, software and imprinters from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written Notice.

14.6. Customer shall be solely liable and responsible for charging and subsequent remittance of all taxes to the proper authorities for all Card Transaction regardless of whether charged to purchaser. Avfuel does not assume any responsibility for the setup, tax rate, reporting or payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and Customer shall defend, indemnify and hold harmless Avfuel from any such claims. CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING THE TAXES THAT MUST BE CHARGED FOR EACH CARD TRANSACTION AND FOR PROPER SETUP FOR TAXES IN ANY ELECTRONIC SYSTEM AND THE MAINTENANCE OF THAT ELECTRONIC SYSTEM.

14.7. Without limiting the generality of other provisions of this Agreement or in Avfuel's website at Avfuel.com pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any Voucher:

14.7.1. Where any of the required information is omitted or illegible;

14.7.2. That is imprinted or processed with an expired credit card;

14.7.3. Covering a purchase not authorized by the Cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;

14.7.4. Covering a transaction that has not been authorized by Avfuel or does not carry a valid authorization code;

14.7.5. Covering a transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of that exceeds any of the single sale limitations to which the parties hereto may agree;

14.7.6. That becomes the subject of a dispute between Customer and Cardholder, including but not limited to cases where the Customer did not conspicuously post at its facility and print on a work order signed by the Cardholder the Customer's return policy for goods and services.

14.7.7. Where the Authorized User has not received a copy of the Voucher;

14.7.8. For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel;

14.7.9. Where Customer has granted any right of ownership or security interest to any person other than Avfuel unless the invoice is accompanied by a written waiver of such interest;

14.7.10. Presented by Customer to Avfuel more than ten (10) days after the transaction date;

14.7.11. If the Card Transaction occurred or was settled after the date of expiration or termination of this Agreement;

14.7.12. Created by any person other than Customer, or in any transaction other than a Card Transaction in which Customer has sold merchandise or services to a purchaser presenting an Accepted Card for use in payment for that Card Transaction;

14.7.13. That are charged back to Avfuel or rejected for processing by an Issuer or processor for any reason at all; or

14.7.14. That in any other manner does not conform to this Agreement or with Avfuel's or Issuer's instructions for recording and processing Card Transactions in its website at Avfuel.com.

14.7.15 Where Customer has processed a post authorization transaction with no authorization, a fake authorization or an authorization received from anyone other than the company issuing the card

14.8. In the event that a charge back exceeds the credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such excess within three (3) days after notice that such excess is due. Upon reimbursement, title to the Voucher(s) that include such excess and the indebtedness represented thereby (to the extent of such excess) shall pass to Customer. If any funds come into Avfuel's possession for any voucher that has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

14.9. Cash advances may not be charged on any Accepted Card and charges for fuel in Vouchers shall only include charges for fuels from stocks delivered by and purchased from Avfuel.

14.10. From time to time, Avfuel will send Customer a Credit Card Remittance Summary for Customer's information showing in such detail as Avfuel may deem appropriate the Card Transactions and amounts that have been credited to Customer's account or paid to Customer during the period since the last report. The failure of Avfuel to furnish a Summary shall not relieve Customer of any obligations under the Payment Acceptance Program. Customer agrees to review all such Summaries promptly after receipt. In any event, Customer shall be solely responsible for making sure that it has received proper payment for each Card Transaction submitted. Customer shall have forty-five (45) days from the date of a Card Transaction to provide Avfuel Notice that the Card Transaction has not been properly accounted for or that payment has not been received. If no such Notice is given, such Card Transaction shall be conclusively presumed to have been settled and closed.

15. ASSIGNMENT: Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of Avfuel, which consent will not be unreasonably withheld. Any transfer of a controlling interest in Customer shall be deemed an assignment requiring the consent of Avfuel.

16. NOTICES: All notices permitted or required under this Agreement (each a "Notice") shall be in writing. Notices by facsimile or email transmission shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number or email address designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

17. PROGRAM PARTICIPATION:

17.1. The provisions of these General Terms and Conditions will apply to the BRAND PROGRAM, AVTRIP PROGRAM, AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM, CONTRACT FUEL PROGRAM, and EQUIPMENT LEASE PROGRAM that are described in the subparts below (each a "Program") except to the extent these provisions are inconsistent with the provisions in the subpart describing that Program.

17.2. If the Customer participates in any Program, whether by formally electing to participate in that Program by selection in the Summary or by informally electing to participate in that Program by taking part in the benefits of that Program, the

Customer will be bound by and subject to the provisions in the subpart relating to that Program, as supplemented by the provisions of these General Terms and Conditions.

17.3. Avfuel reserves the unilateral right to amend, suspend, or terminate any Program at any time effective upon written Notice to the Customer. Termination of Customer's participation in any one Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

18. EXCLUSIVE JURISDICTION: Each Party irrevocably and unconditionally agrees that venue and jurisdiction for the resolution of any dispute and the enforcement of any rights in any way arising from or relating to this Agreement shall exclusively be the courts of the state of Michigan sitting in Washtenaw County, and any applicable Michigan appellate court. This Agreement shall be construed as having been made and entered into in the State of Michigan. Each Party submits and consents to personal jurisdiction in Washtenaw County, Michigan, and agrees that it is a convenient forum to resolve any such disputes and enforce any such rights, each Party hereby waiving to the fullest extent possible the defense of an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in any jurisdiction anywhere in the world.

19. EXCLUSIVE GOVERNING LAW: This Agreement, and all other matters arising from or relating to this Agreement, are exclusively governed by, and exclusively construed in accordance with, the laws of the State of Michigan, without regard to its conflict of laws provisions.

20. SEVERABILITY: In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

21. ENTIRE AGREEMENT/AMENDMENTS: This Agreement, including all of its parts, sets forth the entire agreement between Avfuel and Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such subject matter. No term or condition of the Summary or Special Terms and Conditions shall be changed, supplemented, cancelled or waived unless in writing and signed by both Avfuel and Customer. Avfuel reserves the right at any time and from time to time to amend these General Terms and Conditions and the Programs. The General Terms and Conditions and the Programs, as amended from time to time, are posted at www.avfuel.com. If Avfuel and Customer have, prior to the effective date, been parties to any other agreement relating directly to the sale of Products to Customer (a "Prior Agreement"), such Prior Agreement, except for guarantees, shall be superseded as of the effective date and all rights and obligations between Avfuel and Customer with respect to the supply of Products from and after the effective date shall be governed by the terms of this Agreement. The terms and conditions of such Prior Agreement shall, however, remain in full force and effect with respect to rights and obligations relating to the supply of Products prior to the effective date and nothing contained in this Agreement shall be construed as terminating or otherwise affecting any such rights or obligations.

BRAND PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S BRAND PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Brand Program. Accordingly, Avfuel hereby licenses Customer as a dealer ("Branded Dealer") to use Avfuel's Brand Names and Trademarks subject to the provisions set forth herein. All trade names, trademarks, service marks, logos and other commercial symbols that Avfuel either owns or has the right to sub-license (the "Intellectual Property") shall be and remain the property of Avfuel. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly authorized by this Agreement is hereby expressly prohibited. Upon termination of Customer's participation in the Brand Program Customer shall, at its expense, de-install and return to Avfuel all salvageable signage and return or destroy all other items that identify Customer as a branded Avfuel dealer.

2. Avfuel agrees to supply to Customer, for Customer's use and possession during the term of this Agreement such signs, decals, and other graphic materials as Avfuel deems necessary in order to identify Customer as an Avfuel Branded Dealer. Unless otherwise agreed in writing, Avfuel will bear all costs of such materials.

3. Customer shall be responsible for obtaining all necessary permits and for installation of all Branded Property including (without limitation) all electrical and other connections, and shall make sure that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). Unless otherwise agreed in writing, the Customer will bear all costs of installation. No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for maintenance and upkeep of Branded Property and Paint-ons, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first-class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to remit upon demand all costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property forthwith, at Customer's expense.

4. Customer shall keep all Branded Property insured at all times against loss, theft, fire or physical damage, up to the full replacement cost thereof, designating Avfuel as the loss payee. The Customer shall pay when due all personal property taxes and assessments assessed against the Branded Property and shall neither suffer nor permit any lien or encumbrance or any attachment against any of such Branded Property.

5. Customer agrees that it will not use or display any Branded Property or Intellectual Property: (a) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product which Customer offers for sale; (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not. Customer further agrees that it will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Avfuel and applicable to aviation fixed base operators displaying any of the Intellectual Property. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Avfuel may, but shall be under no obligation to conduct periodic tests and inspections as it may deem appropriate to evaluate compliance with this Agreement. Copies of all test and inspection reports shall be given to Customer. It is expressly understood that the purpose of any such tests or inspections is to assist Customer in complying with the standards set for a Branded Dealer. By performing such tests or inspections Avfuel assumes no responsibility for Customer's failure to comply with the Standards or for safety hazards, latent or patent, created or maintained by Customer. If Avfuel determines, in its sole discretion, that Customer is or has violated this provision, then Avfuel may suspend or terminate Customer's right to use Avfuel's Brands and or Trademarks.

AVTRIP PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S AVTRIP PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's AVTRIP Program a marketing incentive program intended to reward pilots who choose to purchase fuel and services from participating Avfuel dealers.

2. Customer will:

2.1. Use its best efforts to enroll pilots in the AVTRIP Program;

2.2. Award all participating pilots two AVTRIP Points for each U.S. gallon of fuel purchased from Customer and, at Customer's discretion, a minimum of one point for each U.S. dollar, or part thereof, spent by a participating pilot for parts and services at Customer's facilities;

2.3. Pay to Avfuel, by deduction from amounts due to Customer or in cash if no amounts are due Customer, \$.01 for each AVTRIP point awarded;

2.4. Maintain complete records of all points earned by participating pilots;

2.5. Train its personnel in the operation of the AVTRIP Program, and prominently

post written materials relating to AVTRIP in and around its facilities in order to encourage pilot participation in the program; and

2.6. Promptly send all enrollments to Avfuel so that the enrollee can be added to the list of AVTRIP participants. Not less frequently than every two weeks, Customer will send Avfuel copies of all records pertaining to points earned by pilots that have not been previously reported via POS transmission, and remit to Avfuel all sums due hereunder.

3. Avfuel will:

3.1. Act as the administrator of the AVTRIP Program; and

3.2. Include the AVTRIP Program in its local, national and international marketing and advertising efforts as it deems appropriate to encourage pilot participation in the AVTRIP Program.

4. The price charged to any pilot for fuel, parts or service shall not be based on whether a pilot participates in the AVTRIP Program.

5. Avfuel reserves the unilateral right to amend, suspend, or terminate the AVTRIP Program at any time effective upon written notice to the Customer. Avfuel also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violation of the rules of the program, or inactivity for a period of twelve (12) consecutive months. Customer may withdraw from this Program upon ninety (90) days' Notice to Avfuel. See Section 16 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other program.

CONTRACT FUEL DEALER PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CONTRACT FUEL DEALER PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Contract Fuel Dealer Program (the "CFD Program"). Accordingly, Customer agrees to sell and deliver to clients who participate in Avfuel's Contract Fuel Program (the "CFCs" or a CFC" as the context may require) aviation fuel supplied by Avfuel and other products and services supplied by the Customer. A CFC is a person or entity that has executed a Contract Fuel User's Agreement with Avfuel or that is specifically authorized in writing, in accordance with authorization procedures established from time to time by Avfuel, and is included in a listing of purchasers eligible to purchase aviation fuel and other products and services under the CFD Program. The Customer will secure authorization from Avfuel before completing a sale to a CFC and the failure to obtain such authorization may result in Avfuel's dishonor of the invoice for that sale.

2. Subject to agreement between Customer and Avfuel, Products supplied hereunder shall be supplied from either Avfuel inventory on site or from Customer inventory. If, as a convenience to Customer, Avfuel maintains inventory at Customer's facility then Customer agrees to the following: (a) if Avfuel's inventory is held separately in a segregated storage facility, Customer will withdraw fuel from that facility only to supply authorized CFCs and (b) if Avfuel's inventory is commingled with the inventory of the Customer (and, if applicable, third parties) in unsegregated facilities, Customer will not use or permit others to use Avfuel's inventory to supply parties other than authorized CFCs and to that end Customer shall not at any time make or permit withdrawals from that facility that would reduce the fuel in such facilities below the level of Avfuel's inventory (and, if applicable, the inventories of third parties). Customer shall measure Avfuel's inventory and reconcile that inventory on an ongoing basis. Reconciliation reports, in a form satisfactory to Avfuel, shall be delivered to Avfuel no later than the 5th day following the end of each month. If Avfuel's inventory is commingled in an unsegregated storage facility, gains and losses shall be allocated proportionally to the parties sharing the storage facility based on receipts of fuel during the month and losses shall be limited to no more than ¼% of total receipts for per annum. Book inventory shall be adjusted to coincide with actual inventory each month. Unless the Products are contaminated by an act or omission of Dealer, Avfuel will be liable if the Products do not conform to specifications. If the Products are supplied from the Customer's inventory, the Customer will be liable if the Products do not conform to specifications. Customer shall maintain Avfuel's inventory level in accordance with Avfuel's guidelines and shall specify when ordering fuel whether that fuel is for Customer's or Avfuel's inventory (which is subject to approval by Avfuel).

3. Under the CFD Program, all aviation fuel delivered by the Customer to a CFC will be deemed sold by Avfuel and will be at the prices and terms independently

established between Avfuel and the CFC. If Avfuel maintains an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied by the Customer to CFCs will be drawn from Avfuel's inventory. If Avfuel does not maintain an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied to a CFC is drawn from the Customer's inventory and Avfuel will account for that aviation fuel by issuing a credit to the Customer equal to the Customer's cost for that aviation fuel, including applicable taxes, based upon the Customer's cost for the last load of aviation fuel purchased from Avfuel prior to the date of supply to the CFC.

4. The charges for all aviation fuel supplied to the CFC will be payable solely to Avfuel. Avfuel will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Avfuel will invoice and collect those charges and taxes from the CFC. Avfuel, as the seller of all aviation fuel supplied to the CFC, will be the holder of and have the sole right to exercise all lien rights under applicable law on the aircraft into which that aviation fuel is supplied. In addition to any lien rights which Avfuel might possess as a result of services provided to a CFC, upon Customer's receipt of the credit from Avfuel for the vouchers generated from the Customer's deliveries of fuel to that CFC, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any equipment or other property owned by the CFC arising from such deliveries of fuel.

5. In all sales of aviation fuel drawn from Avfuel's inventory, title to that aviation fuel will be retained by Avfuel until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass to the CFC. In all sales of aviation fuel drawn from Customer's inventory, title to that aviation fuel will be retained by the Customer until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass instantaneously first to Avfuel and then to the CFC. The risk of loss or contamination of aviation fuel will be borne at each point in time by the party who or which holds title to that aviation fuel at that point in time. If, while Avfuel holds title, any aviation fuel is lost or contaminated as a result of the acts or omissions of the Customer, then the Customer will be liable to Avfuel for that loss or contamination.

6. The into-wing services provided by the Customer in delivering the aviation fuel to the CFC and any other services or products other than aviation fuel to the CFC for which a fee is charged will be deemed sold by the Customer to the CFC. The Customer's fees to CFC's for into-wing services will be at a charge equal to the lowest charge imposed by the Customer to any other purchaser of aviation fuel at the FBO, less the discount that would be applicable to that charge under Avfuel's Payment Acceptance Program (in that Avfuel will incur the discount in collecting that charge from the CFC). All other services and products will be supplied at the Customer's normally established rates. Such other products may include, without limitation, lubricants, spare parts, food and other amenities. Such other services may include, without limitation, flowage fees, tie-down services, catering services and similar services that expedite deliveries and facilitate arrangements for the CFC. No cash advances will be permitted as "other products or services". The Customer will supply all such other products or services as an independent contractor to the CFC and not as an agent or a subcontractor of Avfuel.

7. All other products and services that are supplied by Customer to CFCs will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. Customer will be solely liable if such other products and services do not conform to such standards, procedures or requirements.

8. The charges for all other products and services supplied by the Customer to the CFC will be payable solely to the Customer. The Customer will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Customer may directly invoice and collect such charges from the CFC. Alternatively, at the Customer's option, Customer may assign to Avfuel for collection the account receivable from the CFC for other products and services supplied by the Customer (a "CFC Receivable"). If the Customer assigns a CFC Receivable to Avfuel, then Avfuel will issue a credit to the Customer's account for the amount of that CFC Receivable and Avfuel will thereafter invoice, collect and retain those charges from the CFC.

9. Any fees for any services supplied by the Customer in the delivery of aviation fuel to a CFC, including, without limitation any flowage fees or into-wing fees, will be earned by the Customer only after it has completed delivery of the entire load of aviation fuel into the aircraft of the CFC and title to that aviation fuel has passed to the CFC. Initial into-wing fees are established in the Special Terms and Conditions and, subject to the "most favored customer" provision in Paragraph 6, Customer may change those fees upon seven (7) days written Notice to Avfuel.

10. Customer will generate an electronic written record (a "Ticket") of all aviation fuel supplied to a CFC at the Customer's facility. Each Ticket will include the following information: the CFC's name; the authorization number; pilot's name;

aircraft registration number; flight or ID number provided by the CFC if applicable, transaction date(s); and type and quantity of fuel products provided, as measured in U.S. gallons. In addition, if the Customer assigns to Avfuel the CFC Receivable for other products and services supplied by the Customer to the CFC, the Customer will include in the Ticket the type and quantity of such other products or services and the charges payable by the CFC for such other products or services. Any charges for such other products or services must be separately stated and clearly identified as fees charged by the Customer that are separate from and independent of the amounts charged by Avfuel for aviation fuel. The pilot or other responsible representative of the CFC shall sign and be given a copy of the completed Ticket.

11. The Ticket (or all information required to be shown on the Ticket) for each sale to a CFC shall be delivered to Avfuel by POS Transmission within twenty-four (24) hours following the completion of that sale. The original Tickets shall be kept on file by Customer for a period of five (5) years from the invoice date and will be sent to Avfuel upon request. Avfuel will from time to time provide Customer with instructions for processing these transactions and may provide the forms for doing so. Avfuel reserves the right to change these procedures upon seven (7) days written Notice to Customer.

12. The total amount due with respect to each Ticket shall be paid or credited to Customer's by Avfuel within ten (10) days following Avfuel's receipt of the Ticket.

13. Except as provided herein, all Tickets will be accepted by Avfuel without recourse. The exceptions are: a) Customer warrants the validity of all charges, and any charge that is disputed by the CFC, correctly or incorrectly, on grounds that the charge is invalid or inaccurate or that the aviation fuel, products or services supplied were unsatisfactory, not performed or not delivered may be charged back to Customer at Avfuel's option; b) charges not previously authorized by Avfuel may be charged back to Customer at Avfuel's option; and c) any Ticket that is incomplete, illegible, or is otherwise not prepared in accordance with Avfuel's processing instructions may be charged back to Customer at Avfuel's option.

EQUIPMENT LEASE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S EQUIPMENT LEASING PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has elected to participate in Avfuel's Equipment Lease Program. Accordingly, Avfuel, either for its own account or through one of its subsidiaries, agrees to deliver and lease the equipment identified in the Special Terms and Conditions (the "Equipment") at the lease rates shown in the Special Terms and Conditions to Customer for its sole use. All additional equipment or replacement equipment delivered to Customer but not listed in the Special Terms and Conditions shall also constitute Equipment subject to the provisions of this Section. For example, Customer may lease POS equipment from Avfuel at the then current lease price. Customer hereby agrees to pay Avfuel in advance the monthly lease payments prorated for any partial month. Avfuel may increase the rent during the term of the Lease upon 30 days written Notice. Customer shall be permitted to notify Avfuel within the first 15 days of that Notice period of its intention to terminate the lease effective on the date that the increase goes into effect. If Avfuel rescinds the rate increase, the lease shall continue in effect at the then current rates. If it does not rescind the increase, the lease shall expire on the date the increase goes into effect. Unless otherwise agreed, the term of the lease of each item of Equipment (a "Lease") shall correspond to the term of this Agreement.

2. Avfuel will advance the costs for the transport of the Equipment from the Avfuel facility to the Customer's facility and the responsibility for those costs will be as follows: (a) if the initial term of the Lease is less than five (5) years, at the time of delivery of the Equipment Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; (b) if the initial term of the Lease is five (5) years or more but is terminated before the end of the first five (5) years of that initial term as a result of the default by the Customer (truck lease being terminated for any reason other than a Default by Avfuel), then at the time of that termination, Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; and (c) if the initial term of the Lease is at least five (5) years and is not terminated before the end of that initial term, then Avfuel will bear those advanced costs without any right of reimbursement from the Customer.

3. Customer shall inspect the Equipment and shall make written notes as to any defects that are observed. A copy of all such notes shall be faxed or emailed to Avfuel within forty-eight (48) hours after the Equipment is delivered to the Customer. The failure to make and deliver those notes within that period will constitute the Customer's acknowledgement that there were no defects in the Equipment at the time delivered to the Customer.

4. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or its rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances. Customer also agrees and understands that Avfuel may file such evidence of its ownership of the equipment as may be necessary in the state where the equipment is located.

5. AVFUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, OR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT THAT APPEARS IN THE SPECIAL TERMS AND CONDITIONS.

6. Any of the Equipment that is used to store or transport Products shall be used solely for storing or transporting Products supplied to Customer under this Agreement.

7. The Equipment is not licensed or titled for use on public roads. The Equipment shall not be moved from the facility to which it was delivered nor operated on any public road without the prior written consent of Avfuel.

8. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

9. The maintenance obligations with regard to the Equipment are as follows.

9.1. Except as set forth in Section 9.2 below, Customer will maintain the Equipment in as good a condition as it was on the day of delivery, normal wear and tear excepted. Customer shall, at its sole expense, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of the Equipment. Customer shall also be responsible for all meter calibration and certification (meters are not calibrated or certified when delivered) and all tire maintenance, repair, and replacement. **CHANGING A TIRE ON A REFUELER TRUCK IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.** Customer shall keep complete and accurate maintenance records and Avfuel is entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At Avfuel's option, any item of repair or maintenance that would be the responsibility of Customer may be performed by Avfuel and billed back to Customer as additional rent. Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the prior express written consent of Avfuel.

9.2. Avfuel shall be responsible for the following refueler truck repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after it learns of the need for such repairs. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage, which may be caused by, or result to Customer by reason of the fact that the Equipment becomes inoperable. If any such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

10. Customer shall be responsible for all Federal, State, and local taxes, fees, etc. that are assessed on the use or value of the Leased Equipment, including but not limited to, personal property, sales, and use taxes.

11. Customer shall secure insurance against any damage to or loss of the Equipment with coverage equal to the actual cash value of the Equipment and with the limitation of that coverage not less than the amount specified for that Equipment in the Special Terms and Conditions, Insurance policies shall be issued by insurance companies acceptable to Avfuel (which acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary as loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Customer shall

maintain such policies in full force and effect for the equipment for so long as Customer continues to lease that Equipment.

12. TO THE EXTENT PERMITTED BY SECTION 768.28 FLORIDA STATUTES, AND WITHOUT WAIVING ITS SOVEREIGN IMMUNITY, CUSTOMER AGREES TO INDEMNIFY AND HOLD AVFUEL AND/OR THE OWNER OF THE EQUIPMENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES), OBLIGATIONS AND CAUSES OF ACTION FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, OR FOR DAMAGE TO OR DESTRUCTION OF ANY OR ALL PROPERTY ARISING OUT OF OR RESULTING FROM THE CONDITION, EXISTENCE, USE OR MAINTENANCE OF THE EQUIPMENT.

13. Upon termination of any Lease, at any time and for any reason, Customer shall (a) return the Equipment to Avfuel in as good condition as when Customer received it, normal wear and tear excepted, (a) pay for any necessary repair and replacement of any damages or missing Equipment, and (c) pay all costs for the transport of the Equipment from the Customer's facility to Avfuel's facility. If Customer breaches any of these commitments, Avfuel may advance those costs and invoice the Customer for those costs and the Customer will pay that invoice within twenty (20) days.

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*		
	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.

STAFF EVALUATION COMMITTEE REVIEW OF RFPs
AVIATION FUEL SUPPLIER FOR BASE OPERATIONS AT PAGE FIELD – RFP 20-12MLW
MARCH 24, 2020

AEG

- 1) Minimum Qualifications
 - a) Meets minimum qualifications
- 2) Executive Summary
 - a) Headquartered in Miami for 25 years
 - b) Offers branded and unbranded solutions for FBOs.
 - c) Speaks to customizing supply and branding solutions
- 3) Point of Contact – Josh Boilard
 - a) With AEG since August of 2018
 - b) Previous experience as FBO manager at two locations since 2004
- 4) Key Personnel
 - a) Identified all key personnel with sufficient experience in aviation fuels
- 5) Experience
 - a) Lists four FBOs as references – only two of which are branded
- 6) Project Approach
 - a) Does not address contaminated fuel deliveries
 - b) Reduced cost for National Air Transportation Association line service and customer service training
 - c) Does not address providing ground service and towing guides
 - d) Does not address allowing outside or staff maintenance on leased fuel trucks
 - e) Fuel trucks offered are “like new”
 - f) Offers quarterly inspections and service on all leased fuel trucks
 - g) Does not describe credit card chargebacks
 - h) Offers no incentive for 10 year vs. 5 year term
 - i) Offers \$10,000 in annual cooperative advertising
- 7) Overall Proposal – Staff felt this was the #4 proposal based on the following:
 - a) Proposal lacked some requested detail and it was hard to search for relevant information
 - b) Unable to determine amount and depth of experience with branded FBOs
 - c) Proposal included many PowerPoint slides with limited explanation of programs specific to Base Operations
 - d) Most costly of all proposals

STAFF EVALUATION COMMITTEE REVIEW OF RFPs
AVIATION FUEL SUPPLIER FOR BASE OPERATIONS AT PAGE FIELD – RFP 20-12MLW
MARCH 24, 2020

Avfuel

- 1) Minimum Qualifications
 - a) Meets minimum qualifications
- 2) Executive Summary
 - a) Over 650 Avfuel branded FBOs
 - b) Very detailed approach and oriented towards Base Operations
- 3) Point of Contact – Tom Owen
 - a) 15 years of aviation experience – 13 years with Avfuel in same capacity
- 4) Key Personnel
 - a) Identified all key personnel with extensive years of experience and long tenure with Avfuel
- 5) Experience of Proposer
 - a) 45 years solely dedicated to aviation
 - b) Provides three branded FBOs as references
- 6) Project Approach
 - a) Free training for line service and customer service agents
 - b) Only provider to offer option of refurbished fuel trucks
 - c) All fuel trucks (new and refurbished) to be equipped with Total Control Systems electronic meters (approx. \$3,500 value per truck)
 - d) Third best pricing on new leased fuel trucks and zero cost to Base Operations of refurbished fuel trucks for term of contract
 - e) Offers to pay for Total Control Systems software
 - f) Offers to hold all contract fuel costs
 - g) Discounted rate for TraqPak flight tracking software (annual savings of \$3,540)
 - h) Detailed marketing plan for Base Operations
 - i) Industry’s most recognized pilot rewards program – Avtrip
 - j) Offers 500,000 paid Avtrip points on 5 year and 1,000,000 on 10 year contract (value of \$5,000 and \$10,000 respectively)
 - k) Best Avgas pricing of all proposals
 - l) Offers to pay for booth at the National Business Aviation Association Business Aviation Conference and Exhibition or Schedulers and Dispatchers Conference for 3 out of 5 years or 7 out of 10 years (approx. \$8,000/yr. value)
- 7) Overall proposal - Staff felt this was the #1 proposal based on the following:
 - a) Detailed and easy to read proposal
 - b) Best overall pricing (fuel/fuel truck lease/credit card processing)
 - c) Best Avgas pricing (Avgas customers are more price sensitive)
 - d) Best marketing proposal
 - e) Strong additional incentives
 - f) Incumbent provider since 2008 with an exemplary track record

STAFF EVALUATION COMMITTEE REVIEW OF RFPs
AVIATION FUEL SUPPLIER FOR BASE OPERATIONS AT PAGE FIELD – RFP 20-12MLW
MARCH 24, 2020

Epic

- 1) Minimum Qualifications
 - a) Meets minimum qualifications
- 2) Executive Summary
 - a) Provided adequate executive summary
- 3) Point of Contact – Don Moss
 - a) With Epic for past eight years with 30 years total experience in petroleum industry
- 4) Key Personnel
 - a) Key personnel identified had sufficient experience, however did not identify a dedicated quality control employee
- 5) Experience
 - a) Depth of experience in branded FBOs
 - b) Provided four references
- 6) Project Approach
 - a) Free National Air Transportation Association training for all line service agents
 - b) Vaguely addresses loaner fuel trucks
 - c) Offers Total Control Systems electronic meters on fuel trucks (approx. value \$3,500/ea.)
 - d) Lowest Jet A price and second highest Avgas price
 - e) \$10,000 in annual marketing funds and additional \$2,500 in sponsorship funds
 - f) Offers to hold all contract fuel costs
- 7) Overall Proposal – Staff felt this was the #3 overall proposal based on the following:
 - a) Second most costly proposal (fuel/fuel truck lease/credit card processing)

STAFF EVALUATION COMMITTEE REVIEW OF RFPs
AVIATION FUEL SUPPLIER FOR BASE OPERATIONS AT PAGE FIELD – RFP 20-12MLW
MARCH 24, 2020

Titan

- 1) Minimum qualifications
 - a) Meets minimum qualifications
- 2) Executive Summary
 - a) Very good and detailed executive summary
- 3) Point of Contact – Byron Gray
 - a) Matthew Cowan identified as point of contact later in proposal
- 4) Key Personnel
 - a) Key personnel identified. Most requested information on key personnel appears in Section 3 – Point of Contact
- 5) Experience
 - a) Sufficient experience with extensive branding exposure in Florida
- 6) Project Approach
 - a) National Air Transportation Association training at no cost
 - b) Did not address whether our maintenance staff would be allowed to work on fuel trucks as requested
 - c) No charge for fuel trucks
 - d) Provides quarterly inspections and all maintenance for fuel trucks
 - e) Option for electronic meters – unclear who pays
 - f) Fuel pricing methodology did not follow requested format
 - g) Complimentary booth space at National Business Aviation Association Business Aviation Conference and Exhibition and Schedulers and Dispatchers Conference annually (approx. \$11,200 value)
 - h) \$10,000 annually in marketing
 - i) \$13,000 annually for uniforms
 - j) Cost for pilot rewards program not identified
- 7) Overall proposal - Staff felt this was the #2 overall proposal based on the following:
 - a) Strong overall proposal, although choppy and had to search for certain information, with nice incentives for marketing and trade show participation
 - b) Zero cost for leased fuel trucks
 - c) Second least costly proposal (fuel/fuel truck lease/credit card processing)

Cost of Fuel Inventory

	FY 18/19 Gallons	AEG Quoted Price	AEG Cost of Fuel/yr.	Avfuel Quoted Price	Avfuel Cost of Fuel/yr.	Epic Quoted Price	Epic Cost of Fuel/yr.	Titan Quoted Price	Titan Cost of Fuel/yr.
Jet A	1,327,315	\$1.72672	\$2,291,901.36	\$1.73420	\$2,301,829.67	\$1.72384	\$2,288,078.69	\$1.75007	\$2,322,894.16
Avgas	412,126	\$2.85500	\$1,176,619.73	\$2.71770	\$1,120,034.83	\$2.80588	\$1,156,376.10	\$2.75562	\$1,135,662.65
Totals			\$3,468,521.09		\$3,421,864.50		\$3,444,454.79		\$3,458,556.81
Five Year Cost			\$17,342,605.43		\$17,109,322.52		\$17,222,273.95		\$17,292,784.05

Quoted prices from all Proposers are based on a methodology that is inclusive of all Proposer fees and transportations costs. Market pricing for determining the quoted price from all Proposers is based upon those prices in effect on February 18, 2020.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board rank qualifications submitted for Request for Qualifications LOQ #20-47 General Planning & Environmental Services and authorize staff to begin contract negotiations with the top two (2) ranked firms.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: 3 years</p> <p>4. WHAT ACTION ACCOMPLISHES: Competitively selects two (2) consulting firms to perform planning and environmental services under a continuing contract.</p>	<p>5. CATEGORY: 15. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 11/5/2020</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>Mark Fisher</u></p> <p>DIV. <u>Development</u></p>
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10. BACKGROUND:

As an extension of staff, Port Authority retains consultants working under continuing contracts to perform general planning and environmental services on a variety of small, medium and large projects/tasks at the Southwest Florida International Airport (RSW) and Page Field (FMY). Typical services requested under this contract have included airport layout plan updates, spill prevention control and countermeasure plans, storm water pollution prevention plans, fuel tank compliance, comprehensive plan amendments, zoning amendments, environmental permitting, aviation capacity analyses, groundwater and soils testing and monitoring, wildlife hazard assessment and monitoring, noise and airspace analyses, environmental remedial action plans, site assessments, and technical observation of exotic species removal and prescribed burns, mitigation plan development and success monitoring, as well as other similar planning and environmental assignments.

The current Planning and Environmental continuing contracts held by Johnson Engineering, Inc. and Passarella & Associates, Inc. will expire on January 12, 2021. As of August 2020, throughout the current three (3) year contract period, the firms have collectively performed 158 tasks totaling \$2,255,221. Of this amount, approximately \$1,551,653 was authorized to the two (2) firms, or approximately \$310,330 per year per firm. Numerous sub consultants retained by these firms were paid \$703,568 during this same period.

As the current continuing contracts are set to expire, a new "on-call" Continuing General Planning & Environmental consultant contract is needed. To meet this need, on April 28, 2020, a Request for Letters of Qualifications (LOQ) was advertised for General Planning and Environmental Services. The LOQ was advertised in the local newspaper, on the

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 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)

Port Authority's website, as well as in statewide and national aviation trade publications. A non-mandatory pre-LOQ meeting was held remotely on May 5, 2020, to more specifically discuss the services related to this LOQ and to answer any questions from potential respondents. On June 5, 2020, six (6) LOQ's were submitted from the following firms (listed in alphabetical order):

- Hole Montes, Inc.
- Johnson Engineering, Inc.
- Mead & Hunt, Inc.
- Passarella & Associates, Inc.
- Ricondo & Associates, Inc.
- Stantec Consulting Services, Inc.

A publicly noticed meeting was held remotely on June 22, 2020, to develop staff summaries, review comments and prepare recommendations for the Airports Special Management Committee (ASMC) for their consideration. To assist the ASMC in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responding LOQs. Staff's review of the written LOQs was done in accordance with the May 2019 Board approved revisions to the LPCA Purchasing Manual placing emphasis on concurrent consultant workload, which ranks higher qualified firms that submit good proposals and do not already have other concurrent contracts with LPCA. As a result, the Staff Evaluation Committee scored the LOQs as follows:

1. Johnson Engineering, Inc.
2. Stantec Consulting Services, Inc.
3. Passarella & Associates, Inc.
4. Ricondo & Associates, Inc.
5. Mead & Hunt, Inc.
6. Hole Montes, Inc.

At the September 15, 2020 meeting, the ASMC concurred with staff's recommendation and ranked firms in accordance with staff's review and scoring of the written qualifications. Therefore, it is recommended that the Board concur with the ASMC ranking of firms and authorize staff to begin contract negotiations with the top two (2) ranked firms.

Attachments:

Staff Summaries
Current LPCA Workload
LOQ #20-47
Addendum #1
References

**Staff Qualifications Committee Review of LOQs
General Planning & Environmental Services - LOQ #20-47**

HOLE MONTES, INC.

Project Manager (PM): Paula N. C. McMichael, AICP (currently working in Fort Myers, FL office).

PM Education: B.A. in English – Smith College; Masters in Urban & Regional Planning/Environmental Growth Management Fellow – Florida Atlantic University.

PM Years of Experience: 17 years total, 7 with this firm.

PM Local Experience: 17 years of working in southwest FL.

PM Project Experience:

- Marco Island Executive Airport – Expansion of Airport Hangar & Parking (\$40k)
- Bonita Springs Card Room Commercial Planned Development (98 acres), City of Bonita Springs (2017-2019) (\$50k)
- Report on Rural Fringe Mixed Use District, Collier County (2014-present) (\$47k)
- Collier County Master Mobility Plan, Collier County (2012 – present) (\$90k) (*Acting as a subconsultant*)
- Immokalee Area Master Plan, Collier County (2011 – 2019) (\$450k)
- Mini Triangle Mixed-Use Planned Unit Development (5.5 acres), Collier County (2016 – present) (\$171k)
- Collier County Public Utilities – Process Identification, Collier County (2014) (\$25k)

Firm's Experience & Support Staff:

Offices: Headquartered in Fort Myers, FL.

Southwest Florida office: (1) office in Fort Myers, FL; (1) office in Naples, FL.

Employees: 45 total employees, all in southwest Florida.

Firm's Experience: (in addition to PM experience)

- RSW – Gartner-Skyplex (2) 3-story buildings/2-story amenities building (192,000 SF office/23,500 SF amenities)/(\$64k)/Cell Phone Lot Relocation (\$125k)
- FMY – Rehab of Runways 5/23 (\$18.2M) & 13/31 & Associated Taxiways (\$7.7M)/Multi-Use Hangar (24,000 sf) & Ramp Expansion (58,000 sf) (\$6.5M)
- Everglades City Airport – Runway 15/33 Rehabilitation (Design Services) (\$275k)
- Immokalee Regional Airport – Clearing of Runway Visibility Zone (\$100k)
- Marco Island Executive Airport – Rehabilitation of Runway 17/35 & Apron (\$6.2M)
- Hertz Corporate Headquarters, Estero, FL (\$50M)
- 5/3 Bank-North Parcel (41,432 sf office building/parking), Fort Myers, FL (\$149k)

Overall Proposal: *Staff felt that this was the #6 best written proposal.* **HOLE MONTES** is a local consulting firm offering a wide range of planning and civil engineering services. Firm has one (1) other concurrent LCPA contract ongoing. Proposal strengths include: Firm offers expertise in areas of land planning, comprehensive planning, one (1) airport master plan; Firm lists one (1) project experience each at RSW and FMY; and firm has southwest FL presence. Proposal weaknesses include: Firm lacking aviation planning experience with more emphasis on engineering experience; Firm lacks personnel with environmental experience; PM has minimal aviation planning or aviation environmental experience; LOQ executive summary focused on engineering design/construction and not tailored to solicitation; LOQ errors and difficult to follow; & PM lacks RSW & FMY experience. Good DBE & W/MBE discussion with historical achievements listed.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Planning & Environmental Services - LOQ #20-47**

JOHNSON ENGINEERING, INC.

Project Manager (PM): Laura DeJohn, AICP (currently working in Fort Myers, FL office).

PM Education: Bachelor in City Planning – University of Virginia; Master of Planning – University of Virginia.

PM Years of Experience: 22 years total, 16 with this firm.

PM Local Experience: 22 years of working in southwest FL.

PM Project Experience:

- RSW/FMY – Annual SWPPP/SPCC Compliance & Training (\$27.2 - \$39.2k Annually)/Airport Lands Lee Plan Update (\$71.8k)/Airport Layout Plan Updates (\$41.8k)/Trip Generation Modeling Tool & Zoning Amendments (\$95.5k)
- RSW – North of Runway 6/24 Master Plan (\$45.2k)/CIP Project Review & Forecasting (\$96k)/Annual Water Level & Water Quality Monitoring (\$27.2 - \$53.7k Annually)
- Airport Compatibility Chapter 333 Compliance with Florida Statutes, Lee County Port Authority (\$23.6k)
- County Planning Support (Countywide Planning Studies), Collier County (2013 - present) (\$18.4 - \$64.2k/Task)
- Muse Airpark, Glades County – Master Planning/Planned Development Rezoning Application (\$35.2k)

Firm's Experience & Support Staff:

Offices: Headquartered in Fort Myers, FL; six (6) FL offices.

Southwest Florida office: Five (5) offices in southwest Florida – Fort Myers, Naples, Port Charlotte, LaBelle, & Clewiston.

Employees: 120 total employees, 104 in southwest Florida.

Firm's Experience: (in addition to PM experience)

- General Planning & Environmental Services, Lee County Port Authority (2003 – present) includes: RSW/FMY Site Selection & Site Plans for Aviation & non-Aviation Development (\$70.8k)/ RSW Water Level & Water Quality Monitoring (\$34.2 - \$53.7k Annually)/ Qualified Hazardous Wildlife Biologist Services (\$54.3k)
- LaBelle Airport – Planning Support Services (\$47.7k) (2009 – present) (*Acting as a subconsultant*)
- Hendry County Airport – Environmental/Permitting/Surveying Services for New Perishable Cargo Complex (\$90k) (*Acting as a subconsultant*)
- Airglades Airport – Surveying Services for Runway Rehabilitation (\$19.1k) (*Acting as a subconsultant*)
- Design Methods & Surveying for Picayune Strand Restoration Project Aquatic Fauna Monitoring Program (2018-2019) (\$75.5k) (*Acting as a subconsultant*)
- Engineering & Permitting Services for Babcock Ranch Community, Charlotte/Lee Counties (\$12M) (2005 – present)

Overall Proposal: Staff felt that this was the #1 best written proposal. JOHNSON ENGINEERING is a multi-disciplined consulting firm offering planning, environmental, and engineering services. Firm has one (1) concurrent LCPA contract expiring September 2021, as well as is incumbent for this contract. Proposal strengths include: LOQ executive summary demonstrates clear understanding of contract goals and objectives including acknowledgement of Port Authority Mitigation Park; Firm has southwest FL presence; Firm has extensive aviation planning and environmental experience, including RSW & FMY project experience; Firm lists key staff with environmental expertise including qualified wildlife biologist; PM has extensive experience (22+ years) of planning experience in southwest FL including numerous years acting as PM for the Port Authority's General Planning & Environmental Services contract. Proposal weaknesses include: Firm repeats experience listed by PM; Graphic in LOQ depicting time confusing; and PM experience listed not detailed. Very good DBE & W/MBE discussion with statement of commitment and understanding of goals and requirements; however table with DBE %'s unclear.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Planning & Environmental Services - LOQ #20-47**

MEAD & HUNT, INC.

Project Manager (PM): David Schmidgall, P.E. (currently working in Tampa, FL office).

PM Education: B.S. in Civil Engineering - Georgia Institute of Technology; M.B.A. - Florida International University.

PM Years of Experience: 17 years total, 2 with this firm.

PM Local Experience: 8 years of working in southwest FL.

PM Project Experience:

- RSW – Fuel Farm Evaluation & Improvements (2016-2017)
- Orlando Int'l Airport & Orlando Executive Airport – On-Call Engineering Services (2015-2018) (\$22.4M)
- Hilton Head Int'l Airport, Savannah, Georgia – On-Call Engineering Services (2010-2015) (\$58M)
- Gainesville Regional Airport – On-Call Engineering Services (2010-2015) (\$58M)
- Vero Beach Regional Airport – On-Call Engineering Services (2010-2014) (\$4M)
- Bartow Municipal Airport, Bartow, FL – On-Call Engineering Services (2009-2015)(\$17M)
- Augusta Regional Airport, Augusta, GA – On-Call Planning, Environmental, & Engineering Services (\$30M) (*Acting as Senior Consultant*)
- Petroleum Systems Refurbishments, Hillsborough County Aviation Authority (\$1.2M)

Firm's Experience & Support Staff:

Offices: Headquartered in Middleton, Wisconsin; Three (3) FL offices including Tampa, Port Orange, & Tallahassee, FL.

Southwest Florida office: No offices in southwest Florida.

Employees: 867 total employees, none in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Miami Beach Sea Level Rise Mitigation Study
- Denver Int'l Airport – On-Call Environmental Planning
- Phoenix Sky Harbor Int'l Airport – On-Call Sustainability Planning
- Chicago O'Hare Int'l Airport – Environmental Impact Statement Written Re-evaluation
- Detroit Metro Wayne County Airport – On-Call Environmental Planning
- San Diego Int'l Airport – Part 150 Noise Compatibility Study
- Reno-Tahoe Int'l Airport – Master Plan Update
- General Mitchell Int'l Airport – Master Plan Update
- Charleston Int'l Airport – Terminal Area Planning
- Waterway Estates Pump Station, Florida Utility Authority, North Ft. Myers, FL

Overall Proposal: *Staff felt that this was the #5 best written proposal.* MEAD & HUNT is a national multi-disciplined aviation consulting firm offering airport planning and environmental services. Firm has no other concurrent LCPA contracts/projects ongoing. Proposal strengths include; Firm has experience with airport continuing contracts and other airport projects; support staff has good mix of planning & environmental expertise; & PM has FL aviation experience. Proposal weaknesses include: PM has only 1 RSW project experience and no FMY experience, Firm has no RSW or FMY experience; Firm has no local presence and lacks project experience in southwest FL; PM has only one (1) southwest FL project experience; LOQ executive summary generic and not tailored to solicitation; and PM has experience with On-Call continuing contracts but majority are engineering-related versus planning/environmental. Good DBE & W/MBE discussion with statement of commitment and fair historical data.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Planning & Environmental Services - LOQ #20-47**

PASSARELLA & ASSOCIATES, INC.

Project Manager (PM): Kenneth C. Passarella (currently working in Fort Myers, FL office).

PM Education: B.A. in Marine Science (Major)/Botany (Minor) – Jacksonville University; M.S. in Marine Science – University of South Florida.

PM Years of Experience: 30+ years total, 24 with this firm.

PM Local Experience: 30+ years of working in southwest FL.

PM Project Experience:

- General Planning & Environmental Services Contract, Lee County Port Authority: (\$582k) (2011-2014)/ (\$755k) (2014-2017)/ (\$1.09M) (2018 – present)
- RSW – Environmental & Permitting Services for Parallel Runway 6R/24L Concept Refinement Phase (\$150k)/Environmental Research and Field Surveys for Cross-Field Taxiways & Taxiway F Conveyance (\$74k) (*Acting as a subconsultant*)
- Airglades Airport – Environmental Services for Airglades Airport & Perishable Cargo Complex (\$299k) (2018 – present) (*Acting as a subconsultant*)
- Marco Island Executive Airport – Parallel Runway Environmental Permitting (\$150k) (1999 – 2007) (*Acting as a subconsultant*)
- Immokalee Regional Airport – Phase 1 (160 Acre) Environmental Permitting (\$105k) (2004 – 2006) (*Acting as a subconsultant*)
- Environmental Permitting Services for: Florida Panther Conservation Bank, Hendry County (\$186k) (2004 – 2009); Hacienda Lakes of Naples, Collier County (\$350k) (2010 – 2012); Town of Big Cypress, Collier County, FL (\$450k) (2005 – 2010)
- Environmental Permitting & Mitigation Design for Jack's Branch Mitigation Bank, Hendry County, FL (\$120k) (2012-2014)

Firm's Experience & Support Staff:

Offices: Headquartered in Fort Myers, FL. One (1) other FL office in Sarasota, FL.

Southwest Florida office: One (1) office in southwest Florida.

Employees: 33 total employees, 27 in southwest Florida.

Firm's Experience: (in addition to PM experience)

- RSW – ARFF Permitting (\$175k) (2009-2010) (*Acting as a subconsultant*)
- Environmental & Biological Studies Contract, Collier county, FL (\$170k) (2015 – present)
- County-wide Environmental Consulting Contract (\$113k) (2003 – 2014)
- Environmental Permitting for Saturnia Falls, Collier County (\$450k) (2003 – 2012)
- Environmental Permitting for Fort Myers Mine No. 1, Lee County (\$120k) (1998 – 2003)
- Naples Municipal Airport – Wildlife Hazard Assessment (2012 – 2014) (*Acting as a subconsultant*)
- Everglades Airpark – Environmental Permitting for Parallel Taxiway (\$56k) (2004 – 2008) (*Acting as a subconsultant*)
- Marco Island Executive Airport – Mitigation Monitoring for Parallel Taxiway (\$85k) (2004 – 2012)
- Collier County Airport Authority – Mangrove Trimming Observations (\$21k) (2008 – 2011) (*Acting as a subconsultant*)

Overall Proposal: Staff felt that this was the #3 best written proposal. PASSARELLA & ASSOCIATES

is a local full-service ecological and environmental consulting firm offering environmental planning and environmental permitting services. Firm has one (1) other concurrent LCPA contract ongoing (incumbent) expiring January 2021. Proposal strengths include: Firm with same PM has held this contract since 2011 enabling extensive experience by Firm and PM on RSW & FMY projects; PM demonstrates environmental permitting at other southwest FL airports; Firm has southwest FL presence; excellent executive summary discussion; key staff experienced in environmental permitting and mitigation; & Firm lists qualified wildlife biologist on staff. Proposal weaknesses include: LOQ does not highlight aviation planning experience of the firm or PM; LOQ weak in demonstrating understanding of full scope of contract; majority of firm experience listed is dated; and support staff lacking in planning experience. Very good DBE & W/MBE discussion with statement of commitment; and historical achievements listed, but only related to LCPA work.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Planning & Environmental Services - LOQ #20-47**

RICONDO & ASSOCIATES, INC.

Project Manager (PM): Sebastian Carreau (currently working in Orlando, FL office).

PM Education: B.S. in Aeronautical Science – Florida Institute of Technology; CERAM Business School, France.

PM Years of Experience: 19 years total, 15 with this firm.

PM Local Experience: No years of working in southwest FL.

PM Project Experience:

- Lee County Port Authority – FMY Miscellaneous Planning Services (\$86.5K) (2012 – 2020)/ RSW Miscellaneous Planning Services (\$28.4) (2017 – 2019) (*Acting as a subconsultant*)
- MCO/ORL – Professional Consulting Services (Master Planning & General Planning Contract) (\$5.4M) (Master Plan, 2011 – 2014) (General Planning Services 2011 – present)
- EYW & Marathon Keys Int'l Airport – Monroe County Engineering Consulting Services including Master Plan Updates/Environmental Assessments/Studies (\$2.1M all tasks)
- Boca Raton Airport – General & Environmental Planning Consulting Services (\$642k) (2017 – present)
- Fort Lauderdale Executive Airport – Master Plan Update & General Engineering Consulting Services (\$647k) (2016 - 2019)
- O'Hare Int'l Airport – Air Cargo & General Aviation Concept Development Plans
- Henry E. Rohlsen Airport – On-Call Planning
- King County Int'l Airport/Boeing Field – Weather Analyses & Runway Use Analyses
- Newark Liberty Int'l Airport – Terminal Planning & Programming
- Dulles Int'l Airport – Runway Protection Zone Alternative Analyses

Firm's Experience & Support Staff:

Offices: Headquartered in Chicago, Illinois; two (2) FL offices in Miami and Orlando, FL.

Southwest Florida office: No offices in southwest Florida.

Employees: 191 total employees, none in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Hartsfield-Jackson Atlanta Int'l Airport – Master Plan Update & On-Call Services (2011 – present)
- Dulles Int'l Airport/Regan Washington National Airport – On-Call Planning (2005 – present)
- Miami Int'l/Miami-Opa Locka Executive/Opa-Locka West/Kendall-Tamiami Executive/Miami Homestead General Aviation/Dade-Collier Training & Transition Airports – Aviation Consulting Services (1995 – present)
- Midway & O' Hare Int'l Airports – Gen'l Planning/Environmental Planning Services (1989 – present)
- Pittsburgh Int'l Airport – Environmental Planning Services (2016 – present)
- Los Angeles Int'l Airport/Ontario Int'l/Van Nuys/Palmdale Regional Airports – On-Call Environmental & Entitlement Support Services (2013 – present)
- McCarran Int'l Airport/North Las Vegas Airport/Henderson Executive Airport – General Advisory Services (1998 – present)
- Dallas Love Field/Dallas Exec. Airport/Dallas CBD Vertiport – Planning & Advisory Services (2012 – present)

Overall Proposal: *Staff felt that this was the #4 best written proposal. RICONDO* is a national aviation consulting firm offering aviation and environmental planning services at commercial service and general aviation airports. Firm has one (1) other concurrent LCPA contract ongoing expiring in September 2021. Proposal strengths include: Firm has extensive national experience in planning, environmental and other advisory services at large international airports; excellent executive summary and very tailored to LOQ; Firm has focus on environmental (NEPA) experience; Firm has very strong aviation master plan experience; and PM demonstrates RSW/FMY experience while with Firm. Proposal weaknesses include: Firm does not have a southwest FL presence; PM's work experience and related roles difficult to understand as presented in LOQ; sections of LOQ difficult to follow; and Firm's experience lacking with respect to land planning experience. Good DBE & W/MBE discussion with historical achievements listed, but statement of commitment weak.

References: 2 PM references received, 1 Firm reference received; all were favorable.

**Staff Qualifications Committee Review of LOQs
General Planning & Environmental Services - LOQ #20-47**

STANTEC CONSULTING SERVICES, INC.

Project Manager (PM): Josh Philpott (currently working in Fort Myers, FL office).

PM Education: B.S. in Natural Resource Management (Concentration in Urban Planning) – Western Carolina University.

PM Years of Experience: 18 years total, 6 with this firm.

PM Local Experience: 18 years of working in southwest FL.

PM Project Experience:

- RSW – Airport Compatibility Land Development Code Revision/2011 Part 150 Noise Study/Obstruction Removal Plan/Airfield Lighting GIS Development/Comprehensive Plan Amendment/AOPD Rezoning/Airport Layout Plan Update (*while employed at Lee County Port Authority*)
- FMY – Departure RPZ Relocation/Obstruction Removal Plan/AOPD Rezoning/Runway Threshold Analysis/Fleet Mix Analysis (*while employed at Lee County Port Authority*)
- LCPA – FDOT Airport Licensing Standards Working Group/FDOT F.S. Chapter 333 Re-write/Rep. for FAA South-Central Metroplex Study/Implementation of Flight Tracking Software
- Airglades Airport, Hendry County, FL - Land Use Study (2018-2020) (\$150k)
- Luke AFB, Glendale, Arizona – Mission Support District Area Development Plan (2017) (\$118k)
- Tampa Int'l Airport – South Terminal Expansion (2018) (\$6.8M)/Airside Access Road (2019) (\$6.8M) (*Acting as Senior Aviation Planner*)
- Nellis Complex Joint and Use Study, Clark, Lincoln, & Nye Counties, Nevada (2019) (\$182k) (*Acting as a Senior Land Use Planner as subconsultant*)
- Manatee County Alternative Energy Comp Plan & LDC Regulations, Manatee County, FL (2017) (\$70k) (*Acting as Senior Aviation Planner as subconsultant*)

Firm's Experience & Support Staff:

Offices: Headquartered in Edmonton, Alberta; 7 FL offices including Orlando, Sarasota, Tampa, Coral Gables, & Lake Mary.

Southwest Florida office: Two (2) offices in southwest Florida; Fort Myers & Naples, FL.

Employees: 22,000 total employees, 57 in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Environmental Permitting for Panther Island Mitigation Bank (2,778 acres), Naples, FL
- Strategic Land Use Analysis & Conceptual Master Plan for Air Cargo Complex (40,000 acres), Hendry County, FL
- Northwest Manatee County Plan, Manatee County, Florida (6,700 acres)
- Birmingham Shuttlesworth Int'l Airport, Alabama - Land Use Redevelopment Plan (768 acres)
- Chattanooga Airport, Tennessee – Chattanooga Airport District Planning Study
- St. Petersburg Int'l Airport - AIRCO Industrial Site (124 acres), Pinellas County, FL - Planning, Real Estate & Preliminary Engineering Services
- Tampa Int'l Airport – South Terminal Expansion (Future Non-Aviation Development Complex)
- Portland Int'l Jetport, Portland, Maine – Sustainable Master Plan

Overall Proposal: *Staff felt that this was the #2 best written proposal.* STANTEC is a national multi-disciplined aviation consulting firm specializing in planning, environmental, and engineering services. The firm has no other concurrent LCPA contract ongoing. Proposal strengths include: Proposed PM previously employed as Manager of Planning for Lee County Port Authority; PM has extensive local aviation planning, land planning, zoning and development experience, as well as other airport and aviation related project experience at other airports in US; Firm demonstrates national aviation planning, local environmental permitting, and Florida aviation and non-aviation land planning; Firm offers depth of staff with diverse expertise; LOQ demonstrates understanding of contract goals and objectives; and Firm has local presence. Proposal weaknesses include: LOQ contains spelling errors and some confusion between PM and Firm experience; Firm (aside from PM while employed for LCPA) lacks experience at RSW & FMY. Excellent DBE & W/MBE discussion with statement of commitment & historical achievements listed.

References: 2 PM references received, 2 Firm references received; all were favorable.

LOQ 20-47TLB
General Planning & Environmental Services
Current LCPA Workload Summary

Proposer: Hole Montes, Inc.

Contracts:

Year Awarded: 2017

LOQ: 17-18 Design Services for the Page-Field General Aviation Airport Multi-Use Aircraft Hangar and Ramp

Duration: Expires Oct/2020 (PROJECT COMPLETE)

Year Awarded: Pending Award 6/2020

LOQ: 19-28 General Architectural and Engineering Services

Duration: Will expire on or about July/2023

Proposer: Johnson Engineering, Inc.

Contracts:

Year Awarded: 2018

LOQ: 17-09 General Planning and Environmental Services

Duration: Expires Jan/2021

Year Awarded: 2016

LOQ: 15-24 Design Manager Services for the Rehabilitation of Roads at the Southwest Florida International Airport

Duration: Expires Sept/2021

Proposer: Mead & Hunt, Inc.

Contracts:

No current LCPA Contracts

Proposer: Passarella & Associates, Inc.

Contracts:

Year Awarded: 2018

LOQ: 17-09 General Planning and Environmental Services

Duration: Expires Jan/2021

Proposer: Ricondo & Associates, Inc.

Contracts: Feasibility Consulting Agreement

Year Awarded: 2018

Duration: Expires Sept 2021

Proposer: Stantec Consulting Services, Inc.

Contracts:

No current LCPA Contracts



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

**REQUEST FOR LETTERS OF QUALIFICATIONS (LOQ) 20-47TLB
FOR
GENERAL PLANNING AND ENVIRONMENTAL SERVICES
FOR SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

DATED: April 28, 2020

PURCHASING OFFICE DESIGNATED CONTACT

Terri Bortz, Procurement Agent

Telephone (239) 590-4554

Email: tlbortz@flylcpa.com

Non Mandatory Pre-Submittal Meeting:

May 5, 2020, at 10:00 a.m., local time

Google Hangouts: <https://meet.google.com/diw-ptvf-mrg>

Or by phone: 1-484-531-2812 – PIN: 806 643 0707

Questions/Clarification Requests Deadline:

May 12, 2020, at 5:00 p.m., local time

Submittals Due:

June 5, 2020, at 2:00 p.m., local time

NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as "Authority") invites the submission of Letters of Qualifications (LOQ) from interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide the services as specified in this Request for Letters of Qualifications.

The following key dates have been established for the pre-submittal meeting, requests for clarification deadline, and the LOQ submittal due date. Any change to this Request for Letters of Qualification and answers to requests for clarification questions will be made only by official addendum that will be posted on IonWave.

PRE-SUBMITTAL MEETING

A **NON MANDATORY** Pre-Submittal Meeting has been scheduled for **Tuesday, May 5, 2020, at 10:00 a.m., local time. Due to the ongoing COVID-19 Pandemic and the Florida Governor's Executive Order 20-91, the meeting will be conducted** remotely through **Google Hangouts <https://meet.google.com/diw-ptvf-mrg> (required equip: computer, camera/mic) or by phone: 1-484-531-2812 – PIN: 806 643 0707**

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Letters of Qualifications and to answer any questions potential responding firms may have about the Request for Letters of Qualifications.

At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Letters of Qualifications.

DEADLINE FOR CLARIFICATION REQUESTS

Tuesday, May 12, 2020, by 5:00 p.m., local time is the deadline for interested parties to submit requests for clarification of any information contained in this Request for Letters of Qualifications. All inquiries, suggestions or requests pertaining to this Request for Letters of Qualifications must be submitted to the designated contact in the Lee County Port Authority Purchasing Office by this time (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Respondents, while ensuring an expeditious selection process.

PUBLIC OPENING:

The Authority will accept electronic submittals until **Friday, June 5, 2020, at 2:00 p.m., local time and submitted** through IonWave Technologies electronic solicitation system at <https://fylvcpa.ionwave.net>. Submittals will be accepted up until the date and time indicated on the cover sheet of this Request for Letters of Qualifications. Hard copy and any LOQs sent electronically directly to the Authority will not be accepted. Faxed LOQs will not be accepted.

Letters of Qualifications must be submitted prior to the deadline for submission of LOQs. Respondents are responsible for taking all necessary steps to ensure that their LOQ is received by the due date and time. The Authority is not responsible for missing, lost or delayed LOQs that result in the LOQ arriving after the date and time due.

SECTION A
INSTRUCTIONS TO RESPONDENTS

The Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive LOQs from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services as described in this Request for Letters of Qualifications. In order to receive consideration, respondents must meet the minimum qualifications and comply with the Instructions to Respondents contained in this Section A.

A.01 REMOTE OPENING OF ELECTRONIC LOQS

Responses to this Request for Letters of Qualifications will be electronically opened and read publicly after the opening date and time published on the cover page of this LOQ. 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. Respondents, their authorized agents and other interested persons are invited to attend the LOQ opening through electronic means by using the link to the meeting that is provided on the cover page of this Request for Letters of Qualifications.

No review or analysis of the submitted LOQs will be conducted at the public opening. At the opening, the Authority will make public the names of the respondents submitting a response to this LOQ and the city and state in which they reside.

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

A.02 SUBMISSION OF LETTERS OF QUALIFICATIONS

The Authority is accepting electronic Letters of Qualifications submittals by way of the IonWave website at fyllcpa.ionwave.net. Submittal of responses prior to the deadline is solely and strictly the responsibility of the Respondent.

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

A.03 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider: IonWave at fyllcpa.ionwave.net, to distribute solicitation documents, including addenda and LOQ results. Interested parties must register to receive this information free of charge by contacting IonWave Support at 866-277-2645, or by registering at fyllcpa.ionwave.net or by calling the Purchasing Office at (239) 590-4556.

In addition, this LOQ and all related documents may be obtained by contacting the designated Purchasing Office representative indicated on the cover page.

ALL ADDENDA SHALL BECOME PART OF THE LOQ DOCUMENTS AND RESPONDENTS ARE REQUIRED TO ACKNOWLEDGE RECEIPT BY ACKNOWLEDGING THE ADDENDUM NUMBER AND DATE ISSUED ON FORM 4.

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

A.04 QUESTION AND CLARIFICATION PERIOD

Each respondent must examine all Request for Letters of Qualifications solicitation documents and must judge all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation documents must be made in writing and sent to the designated Purchasing Office representative. All questions received and responses given will be provided in the form of a written addendum to this Request for Letters of Qualifications. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby an interpretation, clarification or additional information can be given.

All inquiries, suggestions or requests pertaining to the Request for Letters of Qualification must be received by the designated Purchasing Office representative on or before the deadline for clarification requests. The Authority will not respond to inquiries received after the published deadline.

A.05 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Letters of Qualifications will be made by written addenda. It is the responsibility of the Respondent, prior to submitting its LOQ, to review all addenda posted on IonWave or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into Respondent’s submittal.

A.06 LOQ EXPENSES

All costs incurred by Respondents in responding to this Request for Letters of Qualifications and in participating in any interviews, presentations, and/or demonstrations, including travel, shall be borne entirely by the Respondent.

A.07 BINDING OFFER

A submitted LOQ made pursuant to this Request for Letters of Qualifications will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties is negotiated satisfactorily. The submission of a LOQ shall be taken as prima facie evidence that the Respondent has fully familiarized itself with the contents of this Request for Letters of Qualifications. LOQs will be in force for a period of one hundred and twenty (120) days from the date of the public opening.

A.08 RESERVATION OF RIGHTS

The Authority reserves the right to accept or reject any or all LOQs; to select one or more LOQ(s); to re-advertise this Request for Letters of Qualifications; to postpone or cancel the procurement process related to this Request for Letters of Qualifications; to waive irregularities in the procurement process or waive technicalities in the LOQs submitted thereto; to request additional information and documentation; and to change or modify the LOQ schedule or process outlined herein, at any time.

The Authority reserves the right to determine that any LOQ received which does not contain all of the information, attachments, verification, forms or other information described in this Request for Letters of Qualifications is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

A.09 WITHDRAWAL OF LOQ

LOQs may be withdrawn by written request to the Purchasing Office if the Respondent discovers a mistake has been made prior to the date and time fixed for the public opening. A copy of the written request shall be retained and the unopened LOQ returned to the Respondent.

Negligence on the part of the Respondent in preparing its LOQ confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn LOQ shall not be resubmitted.

A.10 FALSE OR MISLEADING STATEMENTS

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

A.11 NO LOBBYING

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

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

ANY FIRM OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS WARNING ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION

A.12 SCRUTINIZED COMPANIES

The Authority will have the option to immediately terminate any agreement resulting from this Request for Letters of Qualifications, in the exercise of its sole discretion, if a Respondent is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Each Respondent certifies, by submission of the attached Scrutinized Companies certification form, that it is not listed on any Scrutinized Companies List described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting an LOQ under Section 287.135, Florida Statutes.

A.13 PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an LOQ to provide any goods or services on a contract with a public entity for the construction or repair of a public building or public work; may not submit LOQs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

A.14 NONDISCRIMINATION

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

A.15 GENERAL CIVIL RIGHTS

The successful Respondent shall comply with pertinent 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 Respondent and its subcontractors from the solicitation period through completion of the agreement. This provision is in addition to the provisions required by Title VI of the Civil Rights Act of 1964.

A.16 DISADVANTAGED AND/OR MINORITY OWNED BUSINESS ENTERPRISE

The Authority has established Disadvantaged Business Enterprise (DBE) and Women and Minority-Owned Business Enterprise (W/MBE) Programs for the purpose of increasing contracting and procurement opportunities for DBEs and W/MBEs and is firmly committed to effectively implementing its DBE and W/MBE Programs. The Authority’s DBE and W/MBE goals will be established on a task-by-task basis after award of the prime contract based on funding, availability of workforce, specialization of required services, etc. Typically these goals are between ten percent (10%) and twenty percent (20%).

It is the policy of the Authority that DBEs and W/MBEs have full and fair opportunity to compete for and participate in the performance of contracts on federally funded and non-federally funded Authority capital projects including the provision of materials and supplies. The Authority will encourage all current and prospective contractors, consultants, subcontractors, and sub-consultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and W/MBEs and to encourage the development of existing and new DBEs and W/MBEs.

A business certified as a W/MBE by the State of Florida Office of Supplier Diversity (OSD) or certified as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FUCP) will be eligible to participate as a DBE or W/MBE on this prime contract.

A.17 PUBLIC RECORDS

LOQs submitted pursuant to this Request for Letters of Qualifications are public records available for inspection by the public upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to Florida Statute, Section 119.071. If the Authority rejects all LOQs and concurrently notices its intent to reissue the solicitation, the rejected LOQs are exempt from public disclosure until the Authority provides notice of an intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. An LOQ is not exempt for longer than twelve (12) months after the initial notice of rejection of all LOQs. Pursuant to Florida Statute, Section 119.0701, to the extent a successful Respondent is performing services on behalf of the Authority, successful Respondent must:

- 1) Keep and maintain public records required by the Authority to perform the service. Information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and the Authority's public records policies. Respondent agrees, prior to providing services, that it will implement policies and procedures, which are subject to approval by Authority, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and Authority policies including but not limited to Section 119.0701, Florida Statutes.
- 2) Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Respondent does not transfer the records to the Authority.
- 4) Upon completion of the contract, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Respondent transfers all public records to the Authority at the completion of the contract, the successful Respondent shall destroy any duplicate records that are exempt from public disclosure requirements. If the successful Respondent keeps any public records, it shall meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

A.18 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as a part of an LOQ in response to this Request for Letters of Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Designation of the entire LOQ as ‘trade secret’, ‘proprietary’ or ‘confidential’ is not permitted and may result in a determination that the LOQ is non-responsive and therefore the LOQ will not be evaluated or considered.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a LOQ in response to this Request for Letters of Qualifications shall belong exclusively to the Authority.

To the extent Respondent desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the LOQ that are not declared as trade secret. In addition, Respondent shall cite, for each trade secret claimed, the statute number which supports the designation. Further, the Respondent must offer a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Respondent must provide a hard copy of its LOQ that redacts all information designated as trade secret. In conjunction with trade secret designation, Respondent acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify a Respondent’s request for a trade secret designation at any time and,
- 2) By submittal of Letter of Qualification, Respondent grants the Authority, its officials, employees, agents and representatives 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 Respondent’s LOQ, the Respondent at its sole expense shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Respondent in response to notice from the Authority must be taken immediately, but no later than 10 calendar days from the date of notification or Respondent will be deemed to have waived the trade secret designation of the materials.

Respondent shall indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any actions, damages (including attorney’s fees and costs) or claims arising from or related to the designation of trade secrets by the Respondent, including actions or claims arising from Authority’s non-disclosure of the trade secret materials.

A.19 GOVERNING LAWS/RULES/REGULATIONS

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

A.20 NEGOTIATION OF THE AGREEMENT

The ASMC will make a recommendation to the Board of Port Commissioners of those Respondents it determines are best qualified to perform services and with which the Authority should enter into negotiations, if any. Upon approval of the recommendations, the successful Respondent(s) will be invited to enter negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs. The successful respondent’s LOQ will serve as the basis for negotiating the scope of services to be performed under any resulting agreement.

A.21 AGREEMENT

The successful Respondent will be required to enter into an agreement in substantially the same form, and with the terms and conditions as attached, subject to successful negotiation of the parties. The agreement may, or may not, include all elements of this Request for Letters of Qualifications or the resulting successful Respondent’s LOQ where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.22 NONEXCLUSIVITY OF AGREEMENT

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

A.23 AVAILABILITY OF PERSONNEL

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

A.24 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

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

A.25 ASSIGNMENT OF AGREEMENT

The successful Respondent may not assign any agreement resulting from this Request for Letters of Qualifications without the prior written approval of the Authority.

A.26 AUDITABLE RECORDS

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

A.27 TERMINATION

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

END OF SECTION A

SECTION B

CONTRACT INFORMATION & SCOPE OF SERVICES

B.01 INTRODUCTION

The Lee County Port Authority ("Authority") invites the submission of Letters of Qualifications from interested and qualified firms to provide continuing **GENERAL PLANNING AND ENVIRONMENTAL SERVICES** in conjunction with the operation, maintenance and development of the Southwest Florida International Airport and Page Field in Lee County, Florida.

The intent of this Request for Letters of Qualifications and resulting agreement is to obtain multiple qualified Respondents to provide the referenced services on a continuing contract basis for a specified duration.

B.02 PORT AUTHORITY BACKGROUND INFORMATION

The Lee County Port Authority owns and operates Southwest Florida International Airport (RSW) and Page Field (FMY). Southwest Florida International Airport is an award-winning, medium-hub commercial service airport located in Fort Myers, Florida, with an annual economic impact of more than \$8.4 billion to the region. RSW served more than 10.2 million passengers in 2019 and is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve RSW with nonstop service throughout the United States and international service to Canada and Germany.

A new terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest in the nation offering a top-rated travel experience. The airport is currently undertaking a \$220+ million expansion project to meet the demands of increased passenger traffic. Other future infrastructure improvements include a new Airport Traffic Control Tower, roadway and airside pavement and rehabilitation projects, as well as a future parallel runway.

Page Field is a thriving, award-winning airport that is home to more than 325 aircraft and 16 businesses. As the designated reliever airport for RSW, it handled more than 116,000 air operations in 2019 and has a regional economic benefit of \$385 million. Base Operations at Page Field opened in 2011, offering superior private aviation services at exceptional value, and has been consistently recognized as one of the top-rated FBOs in North America. Additional information about RSW and FMY is available online at <https://www.flylcpa.com>

B.03 SCOPE OF PROFESSIONAL SERVICES

The Lee County Port Authority is requesting LOQs from interested firms to provide General Planning and Environmental Services in conjunction with the operations, maintenance and development of RSW and Page Field in Lee County, Florida.

This Consultant will serve as an extension of staff for a variety of small, medium and large planning, environmental, and miscellaneous projects / tasks. The services provided under this contract are not considered "Professional Services" as defined by Section 287.055 Florida Statutes (architecture, professional engineering, landscape architecture, registered surveying and mapping). The services provided under this contract are considered Other Professional Services" as defined in the Board adopted Authority Purchasing Policies.

If the Consultant or any sub consultant is requested by the Port Authority to prepare any early analysis, concept study, or planning effort for a project/assignment and the resulting information is used for a later solicitation, the Consultant and any sub consultant will be prohibited from pursuing the future solicitation or contracting with another firm, as a prime or sub consultant, for the same project. The Consultant may not decline any work assigned by the Port Authority under this agreement because of this restriction.

All Respondents to this Request for Letters of Qualifications acknowledge and accept that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as determined during the competitive selection process.

A broad range of professional disciplines, analysis and expertise is expected to be needed during the term of this professional services agreement. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects that sub consultants will be recommended by the selected Consultant and selected after award of the professional services agreement. As such, sub consultant information will not be considered during the evaluation of the LOQ responses submitted. During the term of the professional services agreement, the Port Authority will have the right to reject any individual or sub consultant firm submitted by the Consultant to provide services under the Professional Services Agreement. Services to be provided are outlined below:

- Management of various sub consultant environmental and planning subcontracts and disciplines
- Management of numerous project schedules and budgets
- Management of environmental and planning related projects, including but not limited to:

A. Environmental

- Specification preparation, cost estimates, bidding/quote coordination and on-site project administration
- Exotic and nuisance vegetation removal, trail maintenance, fence repair, prescribed burning, and fuel reduction plans
- Land management oversight, including vegetation mapping, exotic and nuisance vegetation removal, prescribed burn/fuel reduction and analyses
- Hazardous contaminated materials analyses, specifications, remediation, closure, and agency coordination
- NPDES compliance, inspections, and training
- Site assessments
- Water Use well calibration, compliance, and abandonment
- Groundwater and surface water monitoring and reporting
- UST/AST compliance, inspection, and registration
- Wetland analyses and mapping
- Wildlife studies, Wildlife Hazard Assessments, Wildlife Hazard Management Plans
- Environmental audits
- Environmental Assessments and Environmental Impact Statements

- Mitigation assessments
- Hazardous waste management
- Spill Prevention, Control and Countermeasures Plan Compliance
- Permit compliance, tracking, and submittals
- Local, state and federal permitting and agency coordination
- Hazardous Wildlife Working Group participation and ability to respond to issues of Hazardous Wildlife
- Sustainability plans, assessments, and tracking
- Environmental Management Systems
- Miscellaneous research studies, data collection and report generation
- All other duties as deemed necessary by the Port Authority to successfully accomplish an airport development project

B. Planning

- Compliance, analysis and submittals for planning approvals
- Airport Master Plans and Airport Layout Plan modifications
- National Environmental Policy Act (NEPA) documentation
- Site planning/permitting
- Lee County Comprehensive Plan and Land Development Code Procedures/Amendments
- Zoning amendments
- Planning analyses
- Airspace analyses
- Airport Noise Contour Analysis
- Airport Noise Monitoring and Modeling
- Airport Zoning and Land Use Issues
- Noise Studies (including Part 150 Studies)
- Computer-Assisted Drafting/GIS Systems
- Feasibility studies, project development and conceptual analyses
- Market Needs Analyses
- Market Demand Studies
- Grant application assistance
- Graphics and written/oral presentations
- Public outreach and education programs
- Attend meetings and public hearings, as required
- All other duties as deemed necessary by the Port Authority to successfully accomplish an airport development project

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

The Port Authority reserves the right to:

- Select more than one firm to perform services from among the respondents to this Request for Letters of Qualifications and to award work among selected firms as the Port Authority sees fit.
- Accept or reject any Letters of Qualifications. The Port Authority may, for any reason, deem it in the best interest of the Port Authority to withdraw from performing any work, to seek Competitive Bids, Letters of Qualifications or other resources after Letters of Qualifications is received from the responding firm. Neither this LOQ, nor any subsequent agreements, shall be construed to guarantee work for the selected firm.
- Object to the use of any sub consultant, subcontractor or material supplier, in which event, the firm shall submit and use an alternate sub consultant, subcontractor or material supplier reasonably acceptable to the Port Authority.

END OF SECTION B

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SECTION C
CONTENT AND ORGANIZATION OF PROPOSAL

The information each Respondent provides will be used to determine those Respondents with perceived ability to perform the scope of services as stated in this Request for Letters of Qualifications, which may best overall meet the needs of the Authority.

A review with those Respondents reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to the Authority. For more information, refer to Section D, Evaluation of LOQs.

C.01 EVALUATION CRITERIA

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

The information submitted in response to this Request for Letters of Qualification serves as the established evaluation criteria when determining the selection of a successful Respondent and award of future work under this Request for Letters of Qualifications.

Funding for this agreement has not been secured. However, at this time the Authority is requesting state grant funds for any contract awarded as a result of the LOQ. Pursuant to Florida Statutes Section 259.0991, in order to maintain eligibility of the contract as future grant funds are requested and ultimately secured, a local preference does not apply to this competitive solicitation.

C.02 INFORMATION TO BE SUBMITTED

The information identified in this Section C – Content and Organization must be contained within your LOQ. The contents of each LOQ shall be **separated and formatted, following the same order format as listed in this Section C.** identifying the response to each specific item.

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

All information should be submitted in Times New Roman 11 font on standard 8 ½ x 11 letter size. Page limits apply to each section and include photos, graphics and all information. Pages should be numbered.

C.03 Section 1 – Minimum Qualifications

As a minimum qualification to receive consideration, the Respondent(s) must present proof of any licensing or certification which will be required by law to perform the services set forth in Section B, Project Information & Scope of Services. If no licensing or certification is required, Respondent shall indicate same. Each Respondent shall provide a copy of any applicable licenses and certificates. **If licenses and certificates are not provided with the LOQ, the Authority may deem the LOQ nonresponsive.**

Section 2 - Executive Summary & Organizational Chart

- An executive summary must be provided that includes a discussion of the client oriented approach, understanding of the work to be performed, general statement of experience and qualifications of the Project Manager, the firm and

current firm employees that will serve as support staff, discussion of organization structure (including organizational chart identifying the names and roles of key personnel to be assigned to this contract), commitment to responsiveness of firm employees, and an understanding of the Port Authority's goals and objectives. The primary goal of the Port Authority is to keep all projects on schedule, under budget and fully coordinated. The Executive Summary and organizational chart should not exceed three (3) pages total.

- Identify the firm's legal name that will be on any future executed contract. Firms contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida. Respondents intending to submit a LOQ as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other state or local licensing agencies as required by Florida Statute Section 489.119, prior to the date and time set for the public opening
- Describe in detail your firm's approach to the planning and environmental compliance consulting services for the contract, drawing on previous experience with similar contracts, which includes the most critical steps that will be needed for its successful completion.

Section 3 - Project Manager, Firm and Key Support Staff

Complete ***Form 1*** with the following information (not to exceed one (1) page):

- Provide the name, address and telephone number of one (1) person currently employed by the firm who will serve as the individual Project Manager responsible for the timely provision of all services and to whom all communications will be directed. The Project Manager should be an experienced individual with the availability (if requested by the Authority) to dedicate one hundred percent (100%) of his/her time to this agreement, to be located full-time in southwest Florida (if requested by the Authority), and to be given the contract authority to bind the firm orally and in writing, and who can only be removed as Project Manager upon written request or concurrence of the Port Authority. The Project Manager shall be available on demand throughout the term of the professional services agreement.
- Provide the office location where the Project Manager is currently working.
- Education including any degrees (list institutions) and certifications (i.e., PE, AICP, AIA, MAE).
- Provide the total number of years of experience by the Project Manager.
- Provide the number of years the Project Manager has been employed by this firm.
- Provide the number of years the Project Manager has been employed and working in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties).

Offices and Employees – Please provide:

- Total number of employees
- Address and phone number of corporate headquarters
- Number of offices in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
- Locations and current staffing number for each office in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
- Locations and current staffing number of other offices in the US

Key Support Staff – Key personnel (maximum of 3) currently employed by the responding firm that will be also be assigned to this contract supporting the PM as needed, please provide:

- Name

- Education including any degrees (list institutions) and certificates (i.e., PE, AICP, AIA, AAAE)
- Current office location
- Number of years employed by this firm
- Number of years working in southwest Florida (whether for this firm or another firm)
- For each Key Support Staff member, identify one (1) contract similar to the contract identified in this Request for Letters of Qualifications that best demonstrates similar contract experience, the depth of the firm and the support to be offered to the PM

Section 4 - Project Manager Experience (not to exceed three (3) pages)

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

- On similar contracts in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
- On other (non-similar) contracts in southwest Florida (demonstrating the PM’s knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida) (Lee, Collier, Charlotte, Hendry and Glades counties)
- On similar contracts at other US airports (demonstrating the PM’s ability to work within an airport environment)
- Other relevant qualifications and experience

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

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

Section 5 - Firm Experience (not to exceed two (2) pages)

In addition to the experience of the PM (either working for the current firm or another firm), please identify additional experience offered by the firm. Provide a listing of contracts during which the firm or members of the firm have worked on extensively that **best** demonstrates the firm’s experience managing and participating:

- On similar contracts in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
- On other (non-similar) contracts in southwest Florida (demonstrating the Firm’s knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida) (Lee, Collier, Charlotte, Hendry and Glades counties)
- On similar contracts at other US airports (demonstrating the Firm’s ability to work within an airport environment)
- Other relevant qualifications and experience

Section 6 - DBE and W/MBE History and Plan (not to exceed one (1) page)

Responding firms should submit a statement agreeing to ensure that DBEs and W/MBEs will have the maximum opportunity to participate in the performance for contracts under this agreement.

Responding firms should demonstrate previous experience in achieving successful DBE and W/MBE participation on other contracts, including historical percentages of contracts, sample DBE or W/MBE assignments, DBE or W/MBE success stories, etc. Each firm should demonstrate that it has a strong history of DBE or W/MBE participation, that it takes minority and disadvantaged businesses participation seriously, and that it commits to working with the Authority on achieving satisfactory DBE and W/MBE contracting opportunities if selected for this contract.

Section 7 - References (not to exceed two (2) pages)

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

- **FORM 2 – PROJECT MANAGER REFERENCES:** Provide a listing of at least two (2) previous contracts that the person identified as the Project Manager served as Project Manager that best exemplifies his or her abilities to serve as General Construction Manager for RSW and Page Field projects. For each reference:
 - 1) Provide the Contract Name and location.
 - 2) Provide the year the Project Manager worked on the contract.
 - 3) Provide the name of the firm which employed the Project Manager during the contract.
 - 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/ supervision of all projects. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm's LOQ response.
- **FORM 3 - FIRM REFERENCES:** Provide a listing of one (1) previous contract that the firm served a major role in completing that best exemplifies the firm's abilities to successfully serve as General Construction Manager (Acting as the General Contractor) for RSW and Page Field projects. For the contract reference:
 - 1) Provide the Contract Name and location.
 - 2) Provide the year the firm worked on the contract.
 - 3) Provide the name of the entity/organization which employed the firm during the contract.
 - 4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration /supervision of the project. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm's LOQ response.

Section 8 - Additional Requested Information (not to exceed one (1) page)

Respondents are requested to provide a discussion on the following information to assist the Port Authority in reviewing responses to this Request for Letters of Qualifications:

- 1) On-call responsiveness of the Project Manager and firm
- 2) Willingness of the Project Manager and firm to accept all assignments (no job too small)

- 3) Timeliness of completing quick-turn assignments
- 4) Ability to meet project/contract budget and scheduling demands
- 5) Knowledge of local codes, regulations and permit requirements
- 6) Knowledge of FAA and FDOT regulations and requirements
- 7) Ability to work with other Consultants/Contractors – team approach

Section 9 - Conflict of Interest/Business Ethics Statement (not to exceed one (1) page) Respondents shall disclose any circumstance where the conduct of the firm is being investigated or has been investigated in the past three (3) years by any legal or administrative body. If your firm is not being investigated, this fact should be stated.

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

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

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

Section 10 - Requested Forms/Certification/Licenses

FORM 4: RESPONDENT’S CERTIFICATION (not to exceed one (1) page)

Each Respondent should complete, sign and notarize Form 4

FORM 5: LOBBYING AFFIDAVIT (not to exceed one (1) page)

Each Respondent should complete, sign and notarize Form 5. Each Joint Venture Partner must complete, sign and notarize Form 5.

FORM 6: PUBLIC ENTITY CRIMES FORM (not to exceed one (1) page)

Each Respondent should complete, sign and notarize Form 6

FORM 7: SCRUTINIZED COMPANIES CERTIFICATION (not to exceed one (1) page)

Each Respondent should complete, sign and notarize Form 7

COPY OF CURRENT INSURANCE CERTIFICATE (not to exceed one (1) page)

Each Respondent shall provide a copy of the current insurance certificate. Copies may be reduced to fit the page limitation requirement.

END OF SECTION C

SECTION D

EVALUATION OF LOQS

D.01 LOQ EVALUATION

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

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 Letters of Qualifications, Florida Statutes and the Board approved Lee County Port Authority Purchasing Policies, the selection process, including potential short-listing of firms, oral presentations, etc., rests solely with the ASMC with final ranking approval by the Lee County Board of Port Commissioners.

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

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

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

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

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

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

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

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

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

D.02 AUTOMATIC DISQUALIFICATION

Respondents shall be disqualified from consideration for award of an agreement for any of the following reasons:

- 1) Failure to attend mandatory Pre-submittal meeting
- 2) Failure to submit Respondent's Certification with the submitted LOQ
- 3) Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Letters of Qualifications
- 4) Collusion with the intent to defraud or other illegal practices upon the part of any Respondent submitting an LOQ
- 5) Being on the Convicted Vendors List
- 6) Being on any Scrutinized Companies List or otherwise ineligible to submit an LOQ to provide services under Section 287.135, Florida Statutes
- 7) Not being registered to do business in the state of Florida prior to submitting an LOQ

D.03 RANKING OF LOQS

The Staff Evaluation Committee will determine from the LOQs and subsequent investigation as necessary, the Respondent(s) whose LOQ best meets the Authority's requirements.

In its review, the Staff Evaluation Committee may take some or all of the following actions:

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

D.04 TENTATIVE SCHEDULE

The following schedule is established for this solicitation event. Refer to any issued addendum (a) for revisions to this schedule:

<u>May 5, 2020:</u>	Non Mandatory Pre-Submittal Meeting
<u>May 12, 2020:</u>	Question and Clarification Deadline
<u>June 5, 2020:</u>	LOQ Receiving Due Date and Time
<u>June 22-24, 2020:</u>	Staff Evaluation Committee Meeting
<u>July 21, 2020:</u>	ASMC Meeting
<u>August 18, 2020:</u>	ASMC Meeting (if required)
<u>September 3, 2020:</u>	Board of Port Commissioners review of recommendation & approval of vendor selection
<u>December 15, 2020:</u>	ASMC Contract Review/Approval
<u>January 1, 2021:</u>	Board of Port Commissioners contract review/ approval

END OF SECTION D

SECTION E
INSURANCE, INDEMNIFICATION

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

No agreement will be made pursuant to this Request for Letters of Qualifications until all insurance coverage indicated herein has been obtained. The cost for insurance coverage is the sole responsibility of the successful Respondent. The successful proposer shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

COMMERCIAL GENERAL LIABILITY	Each Occurrence Personal & Advertising Injury	\$5,000,000
Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.	Products & Completed Operations	\$5,000,000
AUTO LIABILITY	Combined single limit	\$5,000,000
Bodily injury and property damage for owned, hired and non-owned vehicles used in the performance of work		
WORKERS COMPENSATION	Per Florida Statutory Limits	
EMPLOYER’S LIABILITY	Each Accident	\$1,000,000
	Disease – Each Employee	\$1,000,000
PROFESSIONAL LIABILITY		\$2,000,000

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.

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 with the State of Florida and with an AM Best rating of not less than A-Vii. The Authority in no way warrants that the above required minimum insurer rating is sufficient to protect the successful Respondent from potential insurer insolvency.

Waiver of Subrogation

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

Certificate of Insurance

The successful Respondent shall provide a Certificate of Insurance with its LOQ and then annually on or before the anniversary date(s) of the insurance policy(s) renewal for as long as the agreement remains in effect. The successful respondent shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the LOQ. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida.

PLEASE SEND THE CERTIFICATE OF INSURANCE WITH LEE COUNTY PORT AUTHORITY AS CERTIFICATE HOLDER TO RISKMANAGEMENT@FLYLCPA.COM.

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory. 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 respondent will provide the Authority with a certified copy of all applicable insurance policies.

Change in coverage

The successful respondent 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. Send such notice directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913. If the successful respondent fails to meet the required insurance set forth herein, the Authority may terminate any agreement it has with the successful respondent.

Subcontractor's requirement

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

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

The successful respondent shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on

any action of fraud or defalcation by the successful respondent, or anyone performing any act required of the Consultant in connection with performance of any contract awarded pursuant to this Request for Proposal.

These obligations shall survive acceptance of any goods and/or performance and payment therefore by the Lee County Port Authority.

END OF SECTION E

[Remainder of page intentionally left blank]

SECTION F – FORMS 1 - 7

- FORM 1: PROJECT MANAGER, FIRM AND KEY SUPPORT STAFF
- FORM 2: REFERENCES: PROJECT MANAGER
- FORM 3: REFERENCES: FIRM
- FORM 4: RESPONDENT'S CERTIFICATION
- FORM 5: LOBBYING AFFIDAVIT
- FORM 6: PUBLIC ENTITY CRIMES CERTIFICATION
- FORM 7: SCRUTINIZED COMPANIES CERTIFICATION

[Remainder of page intentionally left blank]



FORM 1: Project Manager, Firm and Key Support Staff

1.1 Project Manager (PM):

- a. PM Name: _____
- b. Current PM Office Location (address & telephone #): _____

- c. PM Education: _____

- d. PM Years of Experience:
→ Total ___ years; With this firm ___ years; Working in SW Florida ___ years

1.2 Firm

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

1.3 Key Support Staff:

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

FORM 2: Project Manager References

INSTRUCTIONS

Respondents are required to provide this reference request form to a minimum of two (2) firms with whom they have recently completed a similar project. The Authority requires two (2) references for the proposed Project Manager. **DO NOT use current Lee County Port Authority employees as references.**

REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT’S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on the Form 2 via email.

It is the Respondent’s responsibility to confirm directly with the requested references that Form 2 has been submitted in a timely manner. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

Respondent will complete:

Section 1 – Project Manager Information

Referring entity (your reference) is required to complete:

Section 2 – Reference Information

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

Once complete, the entity providing the reference shall email Form 2 to the Purchasing Agent indicated on the form. References should not be returned by the Respondent.

A minimum of two (2) reference responses are required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 2, on or before the due date may cause your firm to be considered nonresponsive.



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:		Purchasing Agent: <u>Terri L. Bortz</u>
Company:		Due Date: before June 5, 2020
Email:		Total # Pages: _____
Phone:		Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flynlpca.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:		
Firm Name:		
Project Name:		
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
	1. What was your job title and role during the referenced project?	
	2. Did the Project Manager effectively address performance issues? How?	
	3. Was the project completed on time?	
	4. Was the project completed within budget? If not, please explain.	
	5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?	
	6. Describe the relationship between the Project Manager and other members of the project team?	
	7. In your opinion, what was the Project Manager’s greatest strength in managing this project?	
	8. In your opinion, what was the Project Manager’s weakness	
	9. Was the Project Manager proactive or reactive in resolving issues? Please explain	
	10. Would you hire this Project Manager again? Why or why not?	

FORM 3: FIRM REFERENCES

INSTRUCTIONS

Respondents are required to provide this reference request form to an entity with which it has recently completed a similar project. The Authority requires one (1) reference that demonstrates Respondent’s performance on a recent, relevant and similar project. **DO NOT use current Lee County Port Authority employees as references.**

REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT’S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on Form 3 via email.

It is the Respondent’s responsibility to confirm directly with the requested references that Form 3 has been submitted in a timely manner. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

Respondent will complete:

Section 1 - Firm Reference Information

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

Section 2 - Reference Information

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

Once complete, the entity providing the reference shall email Form 3 to the Purchasing Agent indicated on the form. **References should not be returned by the Respondent.**

At least one (1) reference is required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 3, on or before the due date may cause your firm to be considered nonresponsive.



FORM 3 – FIRM REFERENCE

Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:		Purchasing Agent: Terri Bortz Due Date: before June 5, 2020
Project/Contract Name:		Total # Pages: Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3		
Section 2	Reference Information – (To be filled out by person providing reference)	
Name & Title:		
Company:		
Email:		
Phone:		
Section 3	***** FIRM REFERENCE QUESTIONS*****	
1. What was your job title and role during the referenced project/contract?		
2. Describe the services provided by the firm.		
3. How responsive was the firm in providing necessary resources to the Project Manager?		
4. How was the relationship between this firm and sub consultants and other project team members?		
5. Was the project completed on time and under budget?		
6. How quickly did the firm respond to questions from the Owner regarding the project?		
7. In your opinion, what was a strength exhibited by the firm?		
8. Was the firm proactive in resolving issues?		
9. Was the firm accountable for project mistakes that were brought to their attention?		
10. Would you hire this firm again?		
11. Additional comments or feedback.		



FORM 4: RESPONDENT’S CERTIFICATION

I have carefully examined this Request for Letters of Qualifications (LOQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

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

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

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

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

_____ 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 _____, 2020, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Serial/Commission No.



FORM 5: LOBBYING AFFIDAVIT

State of: _____

County of: _____

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

(Serial or Commission No.)

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



FORM 6: PUBLIC ENTITY CRIMES CERTIFICATION

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

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

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

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

Signature

Notary Public

State of _____

County of _____

Sworn to and subscribed before me this ____ day of _____, 20____, 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 7: SCRUTINIZED COMPANIES CERTIFICATION

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

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 LOQ OR LOQ FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public

State of _____

County of _____

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



ADDENDUM #1

ISSUED May 22, 2020

**Request for Letters of Qualifications LOQ 20-47TLB
General Planning & Environmental Services for Southwest Florida International Airport**

Firms and other interested parties are officially informed that the above-referenced Request for Letters of Qualifications is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced LOQ. **Receipt of this addendum must be acknowledged on Form 4, Respondent's Certification.**

Item 1. REVISIONS: Replace Section E with attached revised Section E; PowerPoint Presentation; replace pages 1, 3, 4, 6, & 16, with revised pages.

Item 2. QUESTIONS & RESPONSES: The following questions were received by potential respondents on or before the date and time set for receipt of questions and clarification requests. Responses are provided as follows:

Q1. On previous solicitations for this contract, the Port Authority listed is requirement/preference that the Project Manager be local (located in southwest Florida) and the firm's office be local. Is this still a requirement/preference for this LOQ Request?

A. Pursuant to this solicitation Section 3, page 15, "The Project Manager should be an experienced individual with the availability (if requested by the Authority) to dedicate one hundred percent (100%) of his/her time to this agreement, to be located full-time in southwest Florida (if requested by the Authority), and to be given the contract authority to bind the firm orally and in writing, and who can only be removed as Project Manager upon written request or concurrence of the Port Authority. The Project Manager shall be available on demand throughout the term of the professional services agreement."

Q2. Please confirm that the LOQ Responses should only include experience for the prime consultant and not experience of potential sub-consultants.

A. LOQ Responses should only include experience for the prime consultant and not experience of potential sub-consultants.

Q3. Page 11, of the LOQ states: "If the Consultant or any sub-consultant is requested by the Port Authority to prepare any early analysis, concept study, or planning effort for a project/ assignment and the resulting information is used for a later solicitation, the Consultant and any sub-consultant will be prohibited from pursuing the future solicitation or contracting with another firm, as a prime or sub-consultant, for the same project." With respect to the statement regarding "a later solicitation", would this include only later projects associated with a separate Letter of Qualification or would it also include projects that may be contracted under existing contracts?

A. If the consultant or its sub consultant prepares early analysis, conceptual studies, or participates in a planning effort for a project or assignment, the consultant or its sub consultant will not be permitted to pursue future contracts as prime or sub for projects predicated on the analysis, studies, or planning efforts it performed. The bar applies to both future and existing contracts.



Q4. In Section E, the table does not agree with the narrative following. Am I reading this wrong?

A. Section E, has been replaced in its entirety with the attached revised Section E.

Q5. We reviewed the pre-LOQ presentation from 05/05 and we saw slide 23 that currently, has a budget of \$618,674 has been allocated for sub firms. However, it is also mentioned that no sub-consultant information will be considered in the LOQ.

Could you clarify how subconsultants are selected during this process and if we can include subconsultants in the LOQ?

A. The amount of \$618,674 on slide 23 is not a budgetary amount, but rather the actual total amount that has been subcontracted as of 04/20/20, by the two (2) prime General Planning and Environmental firms (combined) from the inception of the current contract and is provided for information only.

Q6. The amounts in the table for Commercial General Liability and Auto Liability are much higher than the amounts listed directly below in the text: Could you let us know which is correct?

A. Refer to answer Q4.

Q7. Can we include a cover letter?

A. The solicitation document requires an executive summary; a cover letter is not required.

Q8. Will current LCPA A/E consultants be precluded from pursuing the solicitation?

A. No, current LCPA A/E consultants are not precluded from pursuing the solicitation.

END OF ADDENDUM

Authorized by: _____
Melissa M. Wendel, CPPO
Procurement Manager

Distribution

Gregory S. Hagen, Legal
Mark Fisher, Development
Emily Underhill, Development
Terri L. Bortz, Purchasing



SECTION E – REMOVE ENTIRE SECTION

**SECTION E
INSURANCE, INDEMNIFICATION**

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

No agreement will be made pursuant to this Request for Letters of Qualifications until all insurance coverage indicated herein has been obtained. The cost for insurance coverage is the sole responsibility of the successful Respondent. The successful proposer shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

COMMERCIAL GENERAL LIABILITY	Each Occurrence Personal & Advertising Injury	\$5,000,000
Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.	Products & Completed Operations	\$5,000,000
AUTO LIABILITY	Combined single limit	\$5,000,000
Bodily injury and property damage for owned, hired and non-owned vehicles used in the performance of work		
WORKERS COMPENSATION	Per Florida Statutory Limits	
EMPLOYER’S LIABILITY	Each Accident	\$1,000,000
	Disease – Each Employee	\$1,000,000
PROFESSIONAL LIABILITY		\$2,000,000

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.

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 with the State of Florida and with an AM Best rating of not less than A-Vii. The Authority in no way warrants that the above required minimum insurer rating is sufficient to protect the successful Respondent from potential insurer insolvency.

Waiver of Subrogation

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

Certificate of Insurance

The successful Respondent shall provide a Certificate of Insurance with its LOQ and then annually on or before the anniversary date(s) of the insurance policy(s) renewal for as long as the agreement remains in effect. The successful respondent shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the LOQ. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida.

PLEASE SEND THE CERTIFICATE OF INSURANCE WITH LEE COUNTY PORT AUTHORITY AS CERTIFICATE HOLDER TO RISKMANAGEMENT@FLYLCPA.COM.

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory. 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 respondent will provide the Authority with a certified copy of all applicable insurance policies.

Change in coverage

The successful respondent 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. Send such notice directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913. If the successful respondent fails to meet the required insurance set forth herein, the Authority may terminate any agreement it has with the successful respondent.

Subcontractor's requirement

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

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

The successful respondent shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on

any action of fraud or defalcation by the successful respondent, or anyone performing any act required of the Consultant in connection with performance of any contract awarded pursuant to this Request for Proposal.

These obligations shall survive acceptance of any goods and/or performance and payment therefore by the Lee County Port Authority.

END OF SECTION E

[Remainder of page intentionally left blank]

**SECTION E – Replace
entire section.****PART E
INSURANCE, INDEMNIFICATION**

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

No agreement will be made pursuant to this Request for Proposal until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful proposer. The successful proposer shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

Insurance Requirements (Types and Limits)

Commercial General Liability, on an occurrence basis, including products and completed operations, bodily injury, property damage, and personal & advertising injury, with limits of at least \$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. If the successful proposer's work will involve driving on the airside (airfield) at Page Field, the business auto liability is increased to \$2 million combined single limit. If the successful proposer's work will involve driving on the airside (airfield) at Southwest Florida International Airport, the business auto liability is increased to \$5 million combined single limit.

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 Professional Liability (Errors & Omissions), applicable to the work being performed, with a limit of not less than \$2 million per claim or occurrence and \$2 million aggregate per policy period of one year.

Additional Insured

Lee County Port Authority shall be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language "The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations."

Acceptability of Insurers

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

Waiver of Subrogation

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

Certificate of Insurance

Prior to the execution of an agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful offeror shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage. A current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the offer. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. **Send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com**

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

Policy on Request

In addition, when requested in writing by the Authority, the successful proposer will provide the Authority with a certified copy of all applicable insurance policies.

Change in coverage

The successful proposer is required to provide a minimum of thirty (30) days written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. All such notices shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, For Myers FL 33913. If the offeror fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the successful offeror.

Subcontractor's requirement

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

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

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

These obligations shall survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

END OF PART E

[Remainder of page intentionally left blank]

References for Hole Montes, Inc.

FIRM: Collier County

PM: SunStream Hotels & Resorts

PM: Magic City Casino



FORM 3 – FIRM REFERENCE

Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:	Hole Montes, Inc.	Purchasing Agent: <u>Terri Bortz</u> Due Date: before June 5, 2020
Project/Contract Name:	IMM Taxiway C Extension & R/W 18-36 Rehabilitation	Total # Pages: Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3		
Section 2	Reference Information – (To be filled out by person providing reference)	
Name & Title:	Justin Lobb	
Company:	Collier County	
Email:	Justin.Lobb@colliercountyfl.gov	
Phone:	239.642.7878	
Section 3	***** FIRM REFERENCE QUESTIONS*****	
1. What was your job title and role during the referenced project/contract?		
Executive Airports Manager / Project manager overseeing design aspects of project.		
2. Describe the services provided by the firm.		
Design services for Runway Rehab and Taxiway extension (civil, electrical, drainage, etc.)		
3. How responsive was the firm in providing necessary resources to the Project Manager?		
Very responsive		
4. How was the relationship between this firm and sub consultants and other project team members?		
Excellent, no apparent issues		
5. Was the project completed on time and under budget?		
Yes, design was completed ahead of schedule		
6. How quickly did the firm respond to questions from the Owner regarding the project?		
Immediately, if not within same business day		
7. In your opinion, what was a strength exhibited by the firm?		
Responsiveness to owner requests, ability to coordinate all aspects of design		
8. Was the firm proactive in resolving issues?		
Yes		
9. Was the firm accountable for project mistakes that were brought to their attention?		
No apparent mistakes, however any issues were always addressed in a timely manner		
10. Would you hire this firm again?		
Yes		
11. Additional comments or feedback.		
We can always rely on HM for quality results, professionalism, and airport expertise, particularly with their local presence and experience with Collier County projects/issues.		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	David Lawrence, President	Purchasing Agent: <u>Terri L. Bortz</u>
Company:	SunStream Hotels and Resorts	Due Date: before June 5, 2020
Email:	president@sunstream.com	Total # Pages: _____
Phone:	239.765.4111	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Paula N. C. McMichael, AICP	
Firm Name:	Hole Montes, Inc.	
Project Name:	GullWing	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
Owner/Developer		
2. Did the Project Manager effectively address performance issues? How?		
Yes, by quickly addressing any issues.		
3. Was the project completed on time?		
Yes		
4. Was the project completed within budget? If not, please explain.		
Yes		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
Yes		
6. Describe the relationship between the Project Manager and other members of the project team?		
Professional and helpful.		
7. In your opinion, what was the Project Manager’s greatest strength in managing this project?		
Experience and knowledge.		
8. In your opinion, what was the Project Manager’s weakness		
Can't think of any.		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
Proactive. Paula's follow up tracking and communications kept us moving forward with difficult zoning approvals.		
10. Would you hire this Project Manager again? Why or why not?		
Yes, and we have. Paula and the Hole Montes firm provide outstanding and reliable service.		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Isadore Havenick, Vice President	Purchasing Agent: <u>Terri L. Bortz</u>
Company:	Magic City Casino	Due Date: before June 5, 2020
Email:	ihavenick@magiccitycasino.com	Total # Pages: _____
Phone:	239.992.2411	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Paula N. C. McMichael, AICP	
Firm Name:	Hole Montes, Inc.	
Project Name:	Bonita Card Room	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?	VP - POLITICAL AFFAIRS - OVERSIGHT ROLE	
2. Did the Project Manager effectively address performance issues? How?	YES - CONSTANT COMMUNICATION & AVAILABILITY	
3. Was the project completed on time?	YES	
4. Was the project completed within budget? If not, please explain.	YES	
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?	YES	
6. Describe the relationship between the Project Manager and other members of the project team?	N/A	
7. In your opinion, what was the Project Manager's greatest strength in managing this project?	COMMUNICATION	
8. In your opinion, what was the Project Manager's weakness	NO APPARENT WEAKNESSES	
9. Was the Project Manager proactive or reactive in resolving issues? Please explain	YES - VERY RESPONSIVE	
10. Would you hire this Project Manager again? Why or why not?	YES - THOROUGH + PROFESSIONAL	

References for Johnson Engineering, Inc.

FIRM: Hendry County Airglades Airport


PM: Collier County

PM: Village of Estero



FORM 3 – FIRM REFERENCE

Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:	Johnson Engineering, Inc	Purchasing Agent: Terri Bortz Due Date: before June 5, 2020
Project/Contract Name:	Hendry County - Airglades Airport	Total # Pages: Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3		
Section 2	Reference Information – (To be filled out by person providing reference)	
Name & Title:	Mr. Shane Parker, PE, Public Works Director	
Company:	Hendry County	
Email:	sparker@hendryfla.net	
Phone:	(863) 612-4721	
Section 3	***** FIRM REFERENCE QUESTIONS*****	
1. What was your job title and role during the referenced project/contract?		
Public Works Director/County Engineer oversaw all construction projects on the airport.		
2. Describe the services provided by the firm.		
Surveying services, design of sprayfield expansion serving the WWTP; CEI services; environmental services and crested caracara monitoring		
3. How responsive was the firm in providing necessary resources to the Project Manager?		
Very responsive and timely in providing all required services.		
4. How was the relationship between this firm and sub consultants and other project team members?		
Johnson Engineering (JEI) worked well and communicated well with all parties involved in the projects.		
5. Was the project completed on time and under budget?		
Yes, the project was completed on time and within budget.		
6. How quickly did the firm respond to questions from the Owner regarding the project?		
JEI responded promptly to all questions and/or comments.		
7. In your opinion, what was a strength exhibited by the firm?		
Having staff with experience, dedication to have a project completed correctly, and common sense.		
8. Was the firm proactive in resolving issues?		
Yes, very proactive. Dealt with problems head on and documented all communication.		
9. Was the firm accountable for project mistakes that were brought to their attention?		
Yes, if there was a mistake on the construction plans they acknowledged the comment and corrected the error.		
10. Would you hire this firm again?		
Absolutely. They currently have a few non-aviation projects with the County and provide excellent service.		
11. Additional comments or feedback.		
The County currently has them under contractor for environmental services, CEI services, and roadway design. I have had no issues with this firm.		


 S. Shane Parker
 Public Works Director
 5/26/2020



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	<u>Reference Respondent Information – Please print legibly</u>	Please return completed form to:
Name & Title:	Ms. Anita Jenkins, AICP, Community Planning Manager	Purchasing Agent: <u>Terri L. Bortz</u>
Company:	Collier County	Due Date: before June 5, 2020
Email:	Anita.Jenkins@colliercountyfl.gov	Total # Pages: <u>1</u>
Phone:	239-252-8288	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	<u>Project Manager Information – Please print legibly</u>	
Project Manager:	Laura DeJohn, AICP	
Firm Name:	Johnson Engineering, Inc.	
Project Name:	Planning and Graphics for Countywide Restudies	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
<small>Job title is Planning Manager. Role is to implement Board direction for specific study areas and to guide consultants and Principal Planners in public outreach and comprehensive plan amendments.</small>		
2. Did the Project Manager effectively address performance issues? How?		
No performance issues occurred during the project.		
3. Was the project completed on time?		
Yes		
4. Was the project completed within budget? If not, please explain.		
Under budget		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
Yes, responses were always timely, and in addition, Laura DeJohn is proactive in communications.		
6. Describe the relationship between the Project Manager and other members of the project team?		
The relationship was professional and encouraging.		
7. In your opinion, what was the Project Manager’s greatest strength in managing this project?		
Communication		
8. In your opinion, what was the Project Manager’s weakness		
None identified		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
No issues were identified.		
10. Would you hire this Project Manager again? Why or why not?		
Yes, excellent work, communication and collaboration.		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Ms. Mary Gibbs, FAICP, Community Development Director	Purchasing Agent: <u>Terri L. Bortz</u>
Company:	Village of Estero	Due Date: before June 5, 2020
Email:	gibbs@estero-fl.gov	Total # Pages: <u>1</u>
Phone:	239-221-5036	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Laura DeJohn, AICP	
Firm Name:	Johnson Engineering, Inc.	
Project Name:	Comprehensive Plan & Land Development Code	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?	Community Development Director. I was the Village's Project Manager for both projects.	
2. Did the Project Manager effectively address performance issues? How?	Absolutely. The Project Manager was extremely responsive to any Village requests. No performance issues with Project Manager.	
3. Was the project completed on time?	Yes. Comprehensive Plan was completed. Land Development Code is now being finalized.	
4. Was the project completed within budget? If not, please explain.	Yes.	
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?	Yes, any questions were immediately responded to. Project Manager is extremely efficient, organized and deadline-oriented.	
6. Describe the relationship between the Project Manager and other members of the project team?	Very collaborative and professional relationship. It felt like one cohesive team.	
7. In your opinion, what was the Project Manager's greatest strength in managing this project?	Greatest strengths include organizational skills, focus on deadlines, responsiveness to client, understanding of big picture, and job knowledge.	
8. In your opinion, what was the Project Manager's weakness	No weaknesses noted.	
9. Was the Project Manager proactive or reactive in resolving issues? Please explain	Very proactive. Any potential issues were resolved before they became problems.	
10. Would you hire this Project Manager again? Why or why not?	Definitely, and we have hired her for other projects. The Village has few employees and relies on consultants for many projects. Laura and her team are the best consultants I have worked with!	

References for Meade & Hunt, Inc.

FIRM: Augusta Airport Commission – Augusta Regional Airport

PM: Savannah Airport Commission – Savannah Hilton Head International Airport

PM: Hillsborough Aviation Authority



FORM 3 – FIRM REFERENCE

Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:	Mead & Hunt Inc.	Purchasing Agent: Terri Bortz Due Date: before June 5, 2020
Project/Contract Name:	Multiple miscellaneous tasks completed as part of the Continuing On Call Planning/ Environmental/ Engineering Services Contract	Total # Pages: Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3		
Section 2	Reference Information – (To be filled out by person providing reference)	
Name & Title:	Tim Weegar, Director of Operations	
Company:	Augusta Airport Commission- Augusta Regional Airport	
Email:	tweegar@augustaga.gov	
Phone:	706-798-3236	
Section 3	***** FIRM REFERENCE QUESTIONS*****	
1. What was your job title and role during the referenced project/contract? Director of Airport Operations/Construction Coordinator.		
2. Describe the services provided by the firm. Architectural, Civil, Environmental, Planning.		
3. How responsive was the firm in providing necessary resources to the Project Manager? Very Responsive.		
4. How was the relationship between this firm and sub consultants and other project team members? Very Good Communication with all parties involved. Objectives clearly defined to meet established end result/GOAL.		
5. Was the project completed on time and under budget? YES.		
6. How quickly did the firm respond to questions from the Owner regarding the project? Same Day.		
7. In your opinion, what was a strength exhibited by the firm? Several strengths, Dependability, Outstanding Knowledge, and Thoroughness.		
8. Was the firm proactive in resolving issues? Yes.		
9. Was the firm accountable for project mistakes that were brought to their attention? Not aware of any Project Mistakes.		
10. Would you hire this firm again? YES.		
11. Additional comments or feedback. My work project experience with MEAD&HUNT Inc. has always been "Top of the Line" Professional and well Disciplined in all areas of Engineering.		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Mark Denmark	Purchasing Agent: Terri L. Bortz
Company:	Savannah Airport Commission- Savannah/Hilton Head International Airport	Due Date: before June 5, 2020
Email:	mdenmark@flysavannah.com	Total # Pages: _____
Phone:	912-964-0514 Ext 3308	Phone: 239-590-4554 Fax: 239-590-4539
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Dave Schmidgall, PE	
Firm Name:	Mead & Hunt, Inc.	
Project Name:	Multiple miscellaneous tasks completed as part of the Continuing On Call Planning/ Environmental/ Engineering Services Contract	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
Assistant Director of Engineering / Consultant contact		
2. Did the Project Manager effectively address performance issues? How?		
Yes. Job performance was not an issue.		
3. Was the project completed on time?		
Yes, there was never a time when anything related to on call work delayed any project or study.		
4. Was the project completed within budget? If not, please explain.		
Yes		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
Yes. Very dedicated to making sure the client received answers to anything needing immediate attention.		
6. Describe the relationship between the Project Manager and other members of the project team?		
Excellent. Coordinated very well with all team members.		
7. In your opinion, what was the Project Manager's greatest strength in managing this project?		
Very thorough in identifying potential issues associated with projects and addressing them very quickly.		
8. In your opinion, what was the Project Manager's weakness		
N/A		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
See 7. I think in this business you have to be able to handle any issue both ways as long as it is done expeditiously.		
10. Would you hire this Project Manager again? Why or why not?		
Definitely.		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Keith Fleming, P.G.	Purchasing Agent: Terri L. Bortz
Company:	Hillsborough County Aviation Authority	Due Date: before June 5, 2020
Email:	kffleming@tampaairport.com	Total # Pages: _____
Phone:	813-870-7839	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Dave Schmidgall, PE	
Firm Name:	Mead & Hunt, Inc.	
Project Name:	HCAA Petroleum Systems Inspection and Refurbishment- Completed as part of the Continuing On Call Environmental Service Contract	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
HCAA Sr Manager of Environmental Services. I was the manager of the CCNA contract, and also project director for tank project.		
2. Did the Project Manager effectively address performance issues? How?		
Yes. He was pro-active and addressed all major aspects of the project before they were elevated to issues that required discussion.		
3. Was the project completed on time?		
Yes.		
4. Was the project completed within budget? If not, please explain.		
Yes.		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
Yes. There was never a situation where there were any lingering questions/concerns.		
6. Describe the relationship between the Project Manager and other members of the project team?		
Professional relationship with all participants including stakeholders like the airport FBO manager.		
7. In your opinion, what was the Project Manager’s greatest strength in managing this project?		
Wide knowledge of airport engineering.		
8. In your opinion, what was the Project Manager’s weakness		
I cannot think of any weaknesses.		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
Yes. As mentioned above there were no lingering issues.		
10. Would you hire this Project Manager again? Why or why not?		
Yes. He is great to work with.		

References for Passarella & Associates, Inc.

FIRM: Collier County Airport Authority

PM: Lennar

PM: Private Equity Group



FORM 3 – FIRM REFERENCE

Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:	Passarella & Associates, Inc.	Purchasing Agent: Terri Bortz Due Date: before June 5, 2020
Project/Contract Name:	Everglades Airpark	Total # Pages: Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3		
Section 2	Reference Information – (To be filled out by person providing reference)	
Name & Title:	Justin E. Lobb, Airport Manager/Project Manager	
Company:	Collier County Airport Authority	
Email:	justinlobb@colliergov.net	
Phone:	(239) 646-7878 / (239) 571-0232 (cell)	
Section 3	***** FIRM REFERENCE QUESTIONS*****	
1. What was your job title and role during the referenced project/contract?		
Airport/project manager		
2. Describe the services provided by the firm.		
Environmental consulting including a biological assessment, field/benthic surveys, listed species monitoring		
3. How responsive was the firm in providing necessary resources to the Project Manager?		
Very responsive		
4. How was the relationship between this firm and sub consultants and other project team members?		
Excellent, no apparent issues		
5. Was the project completed on time and under budget?		
Yes		
6. How quickly did the firm respond to questions from the Owner regarding the project?		
Usually same business day		
7. In your opinion, what was a strength exhibited by the firm?		
Subject matter expertise and significant experience with local environmental matters		
8. Was the firm proactive in resolving issues?		
Yes		
9. Was the firm accountable for project mistakes that were brought to their attention?		
No apparent mistakes, issues always addressed in a timely manner.		
10. Would you hire this firm again?		
Yes, absolutely.		
11. Additional comments or feedback.		
Passarella & Associates has been on county contract for airport environmental services for well over a decade, and they continue to demonstrate their knowledge, experience and expertise that aims to advance critical airport infrastructure projects.		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Russell R. Smith, VP Operations	Purchasing Agent: <u>Terri L. Bortz</u>
Company:	Lennar	Due Date: before June 5, 2020
Email:	russell.r.smith@lennar.com	Total # Pages: _____
Phone:	(239) 278-1177/(239) 872-1210 (cell)	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Kenneth C. Passarella	
Firm Name:	Passarella & Associates, Inc.	
Project Name:	Bonita National	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
Director of Land Development for Lennar Homes.		
2. Did the Project Manager effectively address performance issues? How?		
Yes. Ken was in regular contact with us, and always worked hard to ensure we were getting the performance and service we required.		
3. Was the project completed on time?		
Yes.		
4. Was the project completed within budget? If not, please explain.		
Yes.		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
Yes. Even though he is the owner of the company, Ken is always very accessible and very helpful.		
6. Describe the relationship between the Project Manager and other members of the project team?		
On Bonita National we had ongoing Project meetings with the entire consultant team and the contractor(s). Ken was very available for those meetings, and worked very collaboratively with the goal of getting the job done right.		
7. In your opinion, what was the Project Manager’s greatest strength in managing this project?		
His in-depth knowledge and expertise in his field. His firm's competence is known stat wide and amongst all of the regulatory agencies.		
8. In your opinion, what was the Project Manager’s weakness		
Ken is a very strong project manager and is an expert in his field. The only deterrents to using him on every one of our projects is that he can only handle so much, and he's not the least expensive.		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
Extremely proactive. Ken never brings us an issue without a proposed solution, or a selection of options of solutions. Also, he will pick up the phone and call if he thinks we are doing something inadvisable.		
10. Would you hire this Project Manager again? Why or why not?		
We hire Passarella and Assoc. for the majority of our ecological consulting assignments. We continue to hire them, and I give them my highest recommendation.		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to
Name & Title:	Donald R. Schrottenboer, President and CEO	Purchasing Agent: <u>Terri L. Bortz</u>
Company:	Private Equity Group	Due Date: before June 5, 2020
Email:	don@pegfl.net	Total # Pages: _____
Phone:	(239) 590-9066/(239) 908-1107 (cell)	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Kenneth C. Passarella	
Firm Name:	Passarella & Associates, Inc.	
Project Name:	WildBlue	
You or your firm has been provided as a reference on the project identified above. Please complete section 3.		
Section 3		
1. What was your job title and role during the referenced project?		
<i>SEE ATTACHED PAGE</i>		
2. Did the Project Manager effectively address performance issues? How?		
3. Was the project completed on time?		
4. Was the project completed within budget? If not, please explain.		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
6. Describe the relationship between the Project Manager and other members of the project team?		
7. In your opinion, what was the Project Manager's greatest strength in managing this project?		
8. In your opinion, what was the Project Manager's weakness		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
10. Would you hire this Project Manager again? Why or why not?		

Section 3

- 1) What was your job title and role during the referenced project? **President and CEO. Oversee and manage third party service providers for entitlements and permits in support of 1,100 unit residential development.**
- 2) Did the Project Manager effectively address performance issues? **Yes.**
How? **Proactively resolved issues, timely response and effective communication.**
- 3) Was the project completed on time? **Yes**
- 4) Was the project completed within budget? If not, please explain. **Yes**
- 5) Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner? **Yes. Very timely and effective communication**
- 6) Describe the relationship between the Project Manager and other members of the project team? **Strong, cordial and team player**
- 7) In your opinion, what was the Project Manager's greatest strength in managing this project? **Resolving issues and communication**
- 8) In your opinion, what was the Project Manager's weakness. **None**
- 9) Was the Project Manager proactive or reactive in resolving issues? **Yes**
Please explain **Brought forward issue with resolution; not just the problem. Resolution took into consideration potential viewpoint of governing agencies and NGO's.**
- 10) Would you hire this Project Manager again? **Yes** Why or why not **Technical ability, knowledgeable well-trained staff, communication and eye to detail.**

References for Ricondo & Associates, Inc.

FIRM: Department of Aviation, City of Atlanta

PM: Monroe County Department of Airports

PM: Greater Orlando Aviation Authority



FORM 3 – FIRM REFERENCE

Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:	Ricondo & Associates, Inc.	Purchasing Agent: Terri Bortz Due Date: before June 5, 2020
Project/Contract Name:	FC-9000 - Planning Support Services for Hartsfield-Jackson Atlanta International Airport, tasks completed between Calendar Year (CY) 2017 and CY2019; Atlanta, Georgia	Total # Pages: <u>1</u> Phone: 239-590-4554 Email: tlbortz@flylcpa.com

You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3

Section 2	Reference Information - (To be filled out by person providing reference)
Name & Title:	Jason Miles, Airport Planning Manager
Company:	Department of Aviation, City of Atlanta
Email:	jason.miles@atl.com
Phone:	(404) 382-2439
Section 3	***** FIRM REFERENCE QUESTIONS*****

1. What was your job title and role during the referenced project/contract?

Airport Planning Manager, coordination of projects in planning.

2. Describe the services provided by the firm.

Examples include: Traffic studies, capacity analysis on facilities with recommendations.

3. How responsive was the firm in providing necessary resources to the Project Manager?

Very responsive. Ricondo's assigned Director always followed up same day via call or email.

4. How was the relationship between this firm and sub consultants and other project team members?

Relationship between Ricondo and subconsultants has been good.

5. Was the project completed on time and under budget?

Yes, all projects have been completed on time and under budget.

6. How quickly did the firm respond to questions from the Owner regarding the project?

Same day either via email or phone call.

7. In your opinion, what was a strength exhibited by the firm?

Flexibility. In Aviation, change is constant. Ricondo has been very responsive to changes requests.

8. Was the firm proactive in resolving issues?

Yes.

9. Was the firm accountable for project mistakes that were brought to their attention?

Yes.

10. Would you hire this firm again?

Yes

11. Additional comments or feedback.

No Additional Comments.



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Mr. Richard Strickland, CM, Director of Airports	Purchasing Agent: <u>Terri L. Bortz</u>
Company:	Monroe County Department of Airports	Due Date: <u>before June 5, 2020</u>
Email:	<u>Strickland-Richard@MonroeCounty-FL.Gov</u>	Total # Pages: _____
Phone:	305-393-7742 (cell)	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Sébastien Carreau, Director	
Firm Name:	Ricondo & Associates, Inc.	
Project Name:	General Planning and Environmental Services including the Key West Int'l Airport (EYW) and Florida Keys Marathon Int'l Airport (MTH) Master Plans; tasks completed between CY2015 and CY2019; Key West, Florida (CY=Calendar Year)	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
<i>Director of Airports</i>		
2. Did the Project Manager effectively address performance issues? How?		
<i>Challenges were met with positive attitude + real calc. solutions</i>		
3. Was the project completed on time?		
<i>yes</i>		
4. Was the project completed within budget? If not, please explain.		
<i>yes</i>		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
<i>Sébastien is always available / + provides complete ans.</i>		
6. Describe the relationship between the Project Manager and other members of the project team?		
<i>Positive solution oriented</i>		
7. In your opinion, what was the Project Manager's greatest strength in managing this project?		
<i>Experience Knowledge + Positive attitude</i>		
8. In your opinion, what was the Project Manager's weakness		
<i>N/A</i>		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
<i>Proactive</i>		
10. Would you hire this Project Manager again? Why or why not?		
<i>yes</i>		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Ms. Jacqueline Chin, Assistant Director – Airline Affairs	Purchasing Agent: <u>Terri L. Bortz</u>
Company:	Greater Orlando Aviation Authority	Due Date: before June 5, 2020
Email:	<u>jchin@goaa.org</u>	Total # Pages: _____
Phone:	407-825-3830 (office); 407-271-0549 (cell)	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Sébastien Carreau, Director	
Firm Name:	Ricondo & Associates, Inc.	
Project Name:	General Consulting Services-Planning and Programming for the South Terminal Complex at Orlando International Airport; tasks completed between CY2015 and CY2019; Orlando, Florida (CY=Calendar Year)	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
Assistant Director - Airline Affairs - Responsible for Airline Issues to include working with Ricondo & Associates on gate & other process modeling from concept, through design for the STC. Also responsible for Operational Readiness for the opening of the South Terminal Complex in FY 2022		
2. Did the Project Manager effectively address performance issues? How?		
There are no performance issues that I am aware of, Sebastian is always on top of things and proactively reaches out to me if there are any conflicts with regards to direction.		
3. Was the project completed on time?		
The project is ongoing, however, Sebastian has been very responsive and timely with tasks assigned.		
4. Was the project completed within budget? If not, please explain.		
To my knowledge, the work invoiced have been within the budget and scope.		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
Sebastian has always been responsive and timely to our needs and concerns. Typically, I am the one to have to have to tell him take the weekend off as it can wait. He has been able to meet very short timelines with quality work.		
6. Describe the relationship between the Project Manager and other members of the project team?		
Great, Sebastian is easy to work with.		
7. In your opinion, what was the Project Manager’s greatest strength in managing this project?		
Sebastian has the ability to listen and summarize the needs, even when we are not 100% sure of what we needed going into the conversation.		
8. In your opinion, what was the Project Manager’s weakness		
In my dealing with Sebastian, I have not come across an area that I would describe as a weakness as he is very open to discussing new ideas or different approaches to completings tasks.		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
Sebastian is very thorough in his responses and work. He reaches out to discuss issues and always presents options.		
10. Would you hire this Project Manager again? Why or why not?		
I would absolutely hire and work with Sebastian again. He has an exemplary work ethic, is easy to get along with, open to discussion and very responsive to our needs.		

References for Stantec Consulting Services, Inc.

FIRM: St. Pete-Clearwater International Airport &
Pinellas County Economic Development Department
FIRM: Panther Island Mitigation Band

PM: Airglades International Airport

PM: Luke Air Force Base



FORM 3 – FIRM REFERENCE

Section 1		Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:	Stantec Consulting Services Inc.		Purchasing Agent: Terri Bortz Due Date: before June 5, 2020
Project/Contract Name:	AIRCO (St. Pete-Clearwater International Airport)		Total # Pages: Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3			
Section 2		Reference Information – (To be filled out by person providing reference)	
Name & Title:	Thomas Jewsbury, Executive Airport Director		
Company:	St. Pete-Clearwater International Airport & Pinellas County Economic Development Department		
Email:	jewsbury@fly2pie.com		
Phone:	(727) 453-7801		
Section 3		***** FIRM REFERENCE QUESTIONS*****	
1. What was your job title and role during the referenced project/contract?			
Executive Airport Director for St. Pete-Clearwater International Airport			
2. Describe the services provided by the firm.			
Professional planning, real estate, and preliminary engineering services for the AIRCO industrial site adjacent to the St. Pete-Clearwater International Airport.			
3. How responsive was the firm in providing necessary resources to the Project Manager?			
Stantec Consulting Services Inc. has been very responsive in providing necessary resources.			
4. How was the relationship between this firm and sub consultants and other project team members?			
The relationship between the firm and sub consultants has been seamless and effective.			
5. Was the project completed on time and under budget?			
The project is ongoing and on budget.			
6. How quickly did the firm respond to questions from the Owner regarding the project?			
Responses have been provided in a timely manner.			
7. In your opinion, what was a strength exhibited by the firm?			
The biggest strength is their integrated approach to development and design projects. Their team included local urban planners, landscape architects and civil engineers who all brought significant project experience in the Tampa Bay area.			
8. Was the firm proactive in resolving issues?			
Yes – throughout the process they were responsive and flexible as conditions and/or direction changed. They went above and beyond the work effort required, and delivered a higher quality, more tailored product as a result.			
9. Was the firm accountable for project mistakes that were brought to their attention?			
Yes, though honestly there were few mistakes. They were always willing to address issues identified by staff.			
10. Would you hire this firm again?			
Yes, we would hire this firm again.			
11. Additional comments or feedback.			



FORM 3 – FIRM REFERENCE

Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:	Stantec Consulting Services Inc.	Purchasing Agent: <u>Terri Bortz</u> Due Date: before June 5, 2020
Project/Contract Name:	Panther Island Mitigation Band Naples, Florida	Total # Pages: 1 Phone: 239-590-4554 Email: tlbortz@flynycpa.com
You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3		
Section 2	Reference Information – (To be filled out by person providing reference)	
Name & Title:	Robert B. Miller, CEO	
Company:	Southwest Florida Wetlands Joint Venture	
Email:	rmiller@wetlandbank.com	
Phone:	954-642-2463	
Section 3	***** FIRM REFERENCE QUESTIONS*****	
1. What was your job title and role during the referenced project/contract?		
project Manager, CEO		
2. Describe the services provided by the firm.		
Engineering, survey and enviromental consulting		
3. How responsive was the firm in providing necessary resources to the Project Manager?		
Very Responsive		
4. How was the relationship between this firm and sub consultants and other project team members?		
Excellent		
5. Was the project completed on time and under budget?		
Yes		
6. How quickly did the firm respond to questions from the Owner regarding the project?		
Very quickly		
7. In your opinion, what was a strength exhibited by the firm?		
Governmental relationships, depth of expertise in personnel and ability to work with moving targets		
8. Was the firm proactive in resolving issues?		
Very proactive		
9. Was the firm accountable for project mistakes that were brought to their attention?		
yes, they stand behind their work		
10. Would you hire this firm again?		
Yes		
11. Additional comments or feedback.		
Excellent consultants		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Zane Thomas - Community Planner	Purchasing Agent: Terri L. Bortz
Company:	Luke Air Force Base	Due Date: before June 5, 2020
Email:	Zane.Thomas@US.AF.Mil	Total # Pages: 1
Phone:	(623) 856-3626	Phone: 239-590-4554 Fax: 239-590-4539
		Email: tlbortz@flylcpa.com
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Josh Philpott, AICP	
Firm Name:	Stantec Consulting Services Inc.	
Project Name:	Luke Air Force Base, Mission Support District ADP, Glendale, Arizona	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
Community Planner, Installation Project Lead		
2. Did the Project Manager effectively address performance issues? How?		
Yes.		
3. Was the project completed on time?		
No, but at no fault of the contractor. The Installation lacked proper real property records and facility floor plans and the contractor worked with the Installation to provide a good deal of data that was outside the scope of work.		
4. Was the project completed within budget? If not, please explain.		
Yes.		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
Yes.		
6. Describe the relationship between the Project Manager and other members of the project team?		
The PM fielded a professional team that worked well both internally and externally.		
7. In your opinion, what was the Project Manager’s greatest strength in managing this project?		
Patience and Professionalism. The Installation's lack of preparation and the absence of vital data was overcome by the contractors patience and professionalism.		
8. In your opinion, what was the Project Manager’s weakness		
In all honesty, the PM was solid and I have nothing but praise for the product they produced.		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
Proactive. PM		
10. Would you hire this Project Manager again? Why or why not?		
Yes. Stantec has extensive experience in Installation Development Plans and the effort they devote to customer satisfaction makes working with them an absolute pleasure..		

References for Stantec Consulting Services, Inc.

FIRM: St. Pete-Clearwater International Airport &
Pinellas County Economic Development Department
FIRM: Panther Island Mitigation Band

PM: Airglades International Airport

PM: Luke Air Force Base



FORM 3 – FIRM REFERENCE

Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:	Stantec Consulting Services Inc.	Purchasing Agent: Terri Bortz Due Date: before June 5, 2020
Project/Contract Name:	AIRCO (St. Pete-Clearwater International Airport)	Total # Pages: Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3		
Section 2	Reference Information – (To be filled out by person providing reference)	
Name & Title:	Thomas Jewsbury, Executive Airport Director	
Company:	St. Pete-Clearwater International Airport & Pinellas County Economic Development Department	
Email:	jewsbury@fly2pie.com	
Phone:	(727) 453-7801	
Section 3	***** FIRM REFERENCE QUESTIONS*****	
1. What was your job title and role during the referenced project/contract?		
Executive Airport Director for St. Pete-Clearwater International Airport		
2. Describe the services provided by the firm.		
Professional planning, real estate, and preliminary engineering services for the AIRCO industrial site adjacent to the St. Pete-Clearwater International Airport.		
3. How responsive was the firm in providing necessary resources to the Project Manager?		
Stantec Consulting Services Inc. has been very responsive in providing necessary resources.		
4. How was the relationship between this firm and sub consultants and other project team members?		
The relationship between the firm and sub consultants has been seamless and effective.		
5. Was the project completed on time and under budget?		
The project is ongoing and on budget.		
6. How quickly did the firm respond to questions from the Owner regarding the project?		
Responses have been provided in a timely manner.		
7. In your opinion, what was a strength exhibited by the firm?		
The biggest strength is their integrated approach to development and design projects. Their team included local urban planners, landscape architects and civil engineers who all brought significant project experience in the Tampa Bay area.		
8. Was the firm proactive in resolving issues?		
Yes – throughout the process they were responsive and flexible as conditions and/or direction changed. They went above and beyond the work effort required, and delivered a higher quality, more tailored product as a result.		
9. Was the firm accountable for project mistakes that were brought to their attention?		
Yes, though honestly there were few mistakes. They were always willing to address issues identified by staff.		
10. Would you hire this firm again?		
Yes, we would hire this firm again.		
11. Additional comments or feedback.		



FORM 3 – FIRM REFERENCE

Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
Firm Name:	Stantec Consulting Services Inc.	Purchasing Agent: Terri Bortz Due Date: before June 5, 2020
Project/Contract Name:	Panther Island Mitigation Band Naples, Florida	Total # Pages: 1 Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm/project listed above. Complete Sections 2 and 3		
Section 2	Reference Information – (To be filled out by person providing reference)	
Name & Title:	Robert B. Miller, CEO	
Company:	Southwest Florida Wetlands Joint Venture	
Email:	rmiller@wetlandsbank.com	
Phone:	954-642-2463	
Section 3	***** FIRM REFERENCE QUESTIONS*****	
1. What was your job title and role during the referenced project/contract?		
project Manager, CEO		
2. Describe the services provided by the firm.		
Engineering, survey and enviromental consulting		
3. How responsive was the firm in providing necessary resources to the Project Manager?		
Very Responsive		
4. How was the relationship between this firm and sub consultants and other project team members?		
Excellent		
5. Was the project completed on time and under budget?		
Yes		
6. How quickly did the firm respond to questions from the Owner regarding the project?		
Very quickly		
7. In your opinion, what was a strength exhibited by the firm?		
Governmental relationships, depth of expertise in personnel and ability to work with moving targets		
8. Was the firm proactive in resolving issues?		
Very proactive		
9. Was the firm accountable for project mistakes that were brought to their attention?		
yes, they stand behind their work		
10. Would you hire this firm again?		
Yes		
11. Additional comments or feedback.		
Excellent consultants		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Malcolm Wade, Jr.	Purchasing Agent: Terri L. Bortz
Company:	Airglades International Airport	Due Date: before June 5, 2020
Email:	MWade@ussugar.com	Total # Pages: 1
Phone:	863-228-3083	Phone: 239-590-4554 Fax: 239-590-4539
		Email: tlbortz@flylcpa.com
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Josh Philpott, AICP	
Firm Name:	Stantec Consulting Services Inc.	
Project Name:	Airglades Airport Comprehensive Plan Amendment & Rezoning, Hendry County, FL	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
Airglades International Airport, LLC Chairman and CEO. Coordinated directly with Stantec.		
2. Did the Project Manager effectively address performance issues? How?		
No performance issues arose. Josh very effectively managed the project and had an excellent rapport with the Hendry County Staff.		
3. Was the project completed on time?		
Yes		
4. Was the project completed within budget? If not, please explain.		
Project was under budget. Worked on many projects with Josh for many years and budget overruns has never been a problem.		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
Always. This is a strong suit for Josh.		
6. Describe the relationship between the Project Manager and other members of the project team?		
There are three partners of AIA and two have worked extensively with Josh in the past. All three partners would agree Josh worked professionally and with a team based approach with all members on the project team.		
7. In your opinion, what was the Project Manager’s greatest strength in managing this project?		
Very personable and dealt with the AIA team and County staff as if all were part of the same team and in a professional and respectful Manner.		
8. In your opinion, what was the Project Manager’s weakness		
Have dealt with Josh for over a decade on several projects and nothing really rises to the top as a weakness.		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
Very proactive and always on top of things. Very quick to identify issues and get them resolved.		
10. Would you hire this Project Manager again? Why or why not?		
We have rehired Josh and Stantec for about 15 years on many projects. We have found Josh and Stantec to be leaders and experts in their field.		



FORM 2: PROJECT MANAGER - REFERENCE CHECK

Section 1	Reference Respondent Information – Please print legibly	Please return completed form to:
Name & Title:	Zane Thomas - Community Planner	Purchasing Agent: <u>Terri L. Bortz</u>
Company:	Luke Air Force Base	Due Date: before June 5, 2020
Email:	Zane.Thomas@US.AF.Mil	Total # Pages: <u>1</u>
Phone:	(623) 856-3626	Phone: <u>239-590-4554</u> Fax: <u>239-590-4539</u>
		Email: <u>tlbortz@flylcpa.com</u>
Section 2	Project Manager Information – Please print legibly	
Project Manager:	Josh Philpott, AICP	
Firm Name:	Stantec Consulting Services Inc.	
Project Name:	Luke Air Force Base, Mission Support District ADP, Glendale, Arizona	
You or your firm has been provided as a reference on the project identified above. Please complete section 3:		
Section 3		
1. What was your job title and role during the referenced project?		
Community Planner, Installation Project Lead		
2. Did the Project Manager effectively address performance issues? How?		
Yes.		
3. Was the project completed on time?		
<small>No, but at no fault of the contractor. The Installation lacked proper real property records and facility floor plans and the contractor worked with the Installation to provide a good deal of data that was outside the scope of work.</small>		
4. Was the project completed within budget? If not, please explain.		
Yes.		
5. Did the Project Manager respond to questions / concerns from the Owner Manager in a timely manner?		
Yes.		
6. Describe the relationship between the Project Manager and other members of the project team?		
The PM fielded a professional team that worked well both internally and externally.		
7. In your opinion, what was the Project Manager's greatest strength in managing this project?		
<small>Patience and Professionalism. The Installation's lack of preparation and the absence of vital data was overcome by the contractors patience and professionalism.</small>		
8. In your opinion, what was the Project Manager's weakness		
In all honesty, the PM was solid and I have nothing but praise for the product they produced.		
9. Was the Project Manager proactive or reactive in resolving issues? Please explain		
Proactive. PM		
10. Would you hire this Project Manager again? Why or why not?		
Yes. Stantec has extensive experience in Installation Development Plans and the effort they devote to customer satisfaction makes working with them an absolute pleasure..		

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board rank qualifications submitted for LOQ #20-36 Construction Engineering Inspection (CEI) Services for the RSW Terminal Expansion project at the Southwest Florida International Airport and authorize staff to begin contract negotiations with the top ranked firm.
2. **FUNDING SOURCE:** N/A
3. **TERM:** TBD
4. **WHAT ACTION ACCOMPLISHES:** Competitively selects a firm to perform construction engineering and inspection services pursuant to new state law requirements.

5. **CATEGORY:** 16.
Consent Agenda

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 11/5/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

The pending Terminal Expansion project (Phase I) entails approximately 293,492 SF of new and remodeled construction in addition to a new 16,500 SF remote loading dock facility. Work associated with these improvements involves the following major work elements: site preparation and grading, underground utilities, fuel lines, demolition, pavement, storm drainage, primary and back-up power supply, building related work (demolition, deep foundations, building structure, structural steel, exterior enclosure, roof systems, interior construction and finishes, signage, stairs, conveying systems, MEP, specialty systems, equipment, furnishings, and fire prevention and protection), security checkpoint equipment, pavement markings, lighting, signage, fencing & gates, landscaping, irrigation, security systems, and communication systems, etc.

To complete these elements, on November 3, 2016, the Board initially approved a contract with Atkins North America (Atkins) to perform design services associated with the Terminal Expansion program. At the time of the original design contract approval, it was anticipated that Atkins would perform all construction engineering inspections. However, on June 26, 2019, the Governor signed HB 905 into law creating a new requirement (Florida Statute Section 337.14 (7)), which states that the entity performing design services and construction engineering/inspection services cannot be the same entity on state grant funded projects. Consequently, FDOT has updated their grants to include this provision. To maintain compliance and ensure agency participation in construction project grant funding, the Port Authority must engage a separate firm other than project designer (Atkins) to perform construction engineering/inspection services.

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
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

The selected CEI consultant will monitor and inspect the construction contract work such that the project is constructed in conformity with the plans, specifications, procurement and contracting requirements, and all other requirements set forth in the construction contract documents. Some of the responsibilities of the CEI will include: observing the Contractor's work to determine the progress and quality of the work; identifying and reporting discrepancies; performing sampling and testing of component materials and completed work in accordance with the construction contract documents; and producing reports and verifying quantity calculations and field measurements for payment purposes. Typical duties include engineering inspections, threshold inspections, quality assurance sampling and testing of materials, geotechnical testing and analyses, laboratory testing, earthwork inspection and testing, concrete inspection and testing, asphalt inspection and testing, auger cast pile installation inspection and testing, welding inspections, and other on-site inspections, as well as numerous project administrative functions. The firm will also act as the 3rd Party Private Provider performing inspections on behalf of the Lee County Building Department.

A Request for Letters of Qualifications (LOQ) was advertised on March 5, 2020 for Construction Engineering and Inspection Services to support construction of the Terminal Expansion. A mandatory pre-LOQ meeting was held on March 16, 2020, to more specifically discuss the services related to this LOQ and to answer any questions from potential respondents. The LOQ was advertised in local newspapers throughout Southwest Florida, on the Port Authority's website, as well as in statewide and national aviation trade publications. On April 30, 2020, three (3) LOQs were submitted from the following firms (listed in alphabetical order):

- A2 GROUP, INC.
- CONSOR ENGINEERS, LLC dba TKW CONSULTING ENGINEERS
- EG SOLUTIONS, INC.

A publicly noticed Staff Evaluation Committee meeting was held on June 12, 2020 to develop staff summaries, review comments and recommendations for the Airports Special Management Committee (ASMC) for their consideration. To assist the ASMC in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responding LOQs. Staff's review of the written LOQs was done in accordance with the May 2019 Board approved revisions to the LCPA Purchasing Manual placing emphasis on concurrent consultant workload, which ranks higher qualified firms that submit good proposals and do not already have other concurrent contracts with LCPA. As a result, the Staff Evaluation Committee scored the LOQs as follows:

1. A2 GROUP, INC.
2. CONSOR ENGINEERS, LLC dba TKW CONSULTING ENGINEERS
3. EG SOLUTIONS, INC.

Since the RSW Terminal Expansion is currently the largest ongoing LCPA capital project, and since the ASMC has heard oral presentations for the selection of all other firms working on the project, staff recommended the ASMC hear oral presentations by all three (3) firms at an ASMC meeting prior to their ranking.

At their September 15, 2020 meeting, the ASMC short-listed all firms for oral presentations at a future ASMC meeting. The ASMC drew the following random order of presentations:

1. CONSOR ENGINEERS, LLC dba TKW CONSULTING ENGINEERS
2. EG SOLUTIONS, INC.
3. A2 GROUP, INC.

At their October 20, 2020 meeting, the ASMC heard oral presentations by the short-listed firms and, after a question and answer periods with each, the ASMC recommended ranking of the firms as follows:

1. EG SOLUTIONS, INC.
2. A2 GROUP, INC.
3. CONSOR ENGINEERS, LLC dba TKW CONSULTING ENGINEERS

Staff requests Board concurrence with the ASMC ranking and approval for staff to begin contract negotiations with the top ranked firm.

Attachments:

ASMC Ranking

Staff Summaries

Current LCPA Workload Summary

Background (continued)

LOQ #20-36 Solicitation

Addendum #1

Addendum #2

Addendum #3

Addendum #4

References

ASMC RANKING - OCTOBER 20, 2020
LOQ 20-36TLB CEI TERMINAL EXPANSION PROJECT

	Conzor Engineers, LLC dba TKW Consulting Engineers	EG SOLUTIONS, INC.	A ² GROUP, INC.	ASMC MEMBERS
1	1	2	3	NOEL ANDRESS
2	2	1	3	R. SCOTT CAMERON
3	3	2	1	DANA W. CARR
4	3	2	1	JOHN GOODRICH
5	3	1	2	RANDY KRISE
6	1	2	3	FRAN MYERS
7	2	3	1	ROBBIE ROEPSTORFF

15
TOTAL

13
TOTAL

14
TOTAL

RANKING: Lowest Score = Highest Ranking

- 1 = First Place
- 2 = Second Place
- 3 = Third Place

- 1 EG Solutions Inc
- 2 A² Group Inc
- 3 CONSOR Engineers

Initialed APL
 Initialed _____
 VOTE _____ of _____

ASMC RANKING - OCTOBER 20, 2020
LOQ 20-36TLB CEI TERMINAL EXPANSION PROJECT

	Conсор Engineers, LLC dba TKW Consulting Engineers	EG SOLUTIONS, INC.	A ² GROUP, INC.	ASMC MEMBERS
1	1	2	3	NOEL ANDRESS
2	2	1	3	R. SCOTT CAMERON
3	3	2	1	DANA W. CARR
4	3	2	1	JOHN GOODRICH
5	3	1	2	RANDY KRISE
6	1	2	3	FRAN MYERS
7	2	3	1	ROBBIE ROEPSTORFF
	<u>15</u> TOTAL	<u>13</u> TOTAL	<u>14</u> TOTAL	

RANKING: Lowest Score = Highest Ranking

- 1 = First Place
- 2 = Second Place
- 3 = Third Place

1 13
 2 14
 3 15

Initialed UBA
 Initialed _____
 VOTE _____ of _____

Staff Qualifications Committee Review of LOQs
Construction Engineering Inspection Services for RSW Terminal Expansion - LOQ #20-36

A² Group, INC.,

Project Manager (PM): Alberto G. Ribas, P.E., RLA (currently working in Port Charlotte, FL office).

PM Education: Mechanical Engineering – Florida International University.

PM Years of Experience: 38 years total, 26 year with this firm.

PM Local Experience: 6 years of working in southwest FL.

PM Project Experience:

- Q I 75 MM 63 Rest Area South & Public Safety Facility (CEI Services for FDOT District 1) (\$8.8M) (2013-2014) *(Acting as the Sr. Project Engineer)*
- Q SR 836 Interchange Modifications at 87th Ave (CEI Services for Miami Dade Expressway Authority) (\$66M) (2016-2020) *(Acting as the Sr. Project Engineer)*
- Q Wekiva Parkway 429-204 Systems Interchange of SR 429 & SR 453 (CEI Services for the Central Florida Expressway Authority) (\$80M) (2016-2018) *(Acting as the Sr. Project Engineer)*
- Q SR 417/Boggy Creek Interchange (including widening of 7 bridges) (CEI Services for Central Florida Expressway Authority) (\$85M) (2012-2016) *(Acting as the Sr. Project Engineer)*
- Q Eastbound Auxiliary Lane SR-836 (2009-2011) *(Acting as the Sr. Project Engineer - CEI Services)*
- Q Greater Orlando Aviation Authority – Continuing Program and Project Management Services (Design/Construction) Contract (2017- present) *(Acting as the Project Director)*
- Q Naval Air Station, Jacksonville, FL – Taxiway A/3 Repairs (\$866k) (2009) *(Acting as the Project Engineer)*
- Q Miami Int'l Airport – South Terminal Expansion (Includes 8 Major Projects) (\$658.7M) (2001-2007)
- Q Miami Int'l Airport – United Airlines Cargo Building (\$24.2M) (1999-2001) *(Acting as QA Engineer)*
- Q Miami Int'l Airport – Mid-Field Fire and Rescue Facility (27,720 sf)/Baggage Search Facility (4,800 sf) (\$7.3M) (2000)/Northside Fire Station (24,490 sf) (\$3.9M) (1999) *(Acting as Project Engineer)*
- Q Beach Parking Lot, Lighting, & Stormwater Improvements, Charlotte County, FL (\$1.1M) (2019) *(Acting as the Project Director)*
- Q Carmalita Park & South County Regional Park, Punta Gorda, FL (\$1M) (2019) *(Acting as the Project Director)*/Harborwalk West Project at Gilchrist Park, City of Punta Gorda, FL (\$2.2M) (2017) *(Acting as the Project Director)*

Firm's Experience & Support Staff:

Offices: Headquartered in Miami, FL.

Southwest Florida office: One (1) office in southwest Florida – Port Charlotte, FL.

Employees: 39 total employees, eight (8) in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q Orlando Executive Airport – Runway Incursion Mitigation and Related Improvements/Taxiway A Rehabilitation (2019-2020) (\$4.2M) *(Acting as Prime CEI Consultant)*
- Q Orlando Int'l Airport – Runway 18L-36R Rehabilitation and Vault Building Improvements (2019-2020) (\$30M)/Centerfield Administration Building (\$2.3M)/Heintzelman Rent-A-Car Storage Lot #1(\$19.6M)/Electric Manhole 33 & 37 Replacement with Junction Can Plaza Structures (\$196k) *(Acting as Prime CEI Consultant)*
- Q Orlando Int'l Airport – South Terminal C (19 Gates), Phase I (\$2.1B) (2018-2021) *(Acting as a subconsultant)*/Runway 17R-35L Rehabilitation & Vault Building Improvements (2018-2019) (\$20M) *(Acting as a subconsultant)*

Overall Proposal: Staff felt that this was the #1 best written proposal. A² is a Florida based engineering, landscape architecture and construction management firm with airport project & CEI experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; PM has extensive CEI experience on large roadway projects; PM has extensive FL airport project experience; Firm offers airport experience as a Prime CEI firm and other related airport project experience; Firm demonstrates ability to handle large projects and LOQ shows clear understanding of scope, roles and approach; and Firm has southwest FL presence. Proposal weaknesses include: Firm nor PM has RSW/FMY project experience; and PM assigned Orlando work potentially slated for same period as this project. Fair DBE & W/MBE discussion - weak statement of commitment and lacking detailed historical achievement data. Firm is a certified DBE and MBE.

References: (2) PM references received, (2) Firm references received; all were favorable.

Staff Qualifications Committee Review of LOQs
Construction Engineering Inspection Services for RSW Terminal Expansion - LOQ #20-36

CONSOR ENGINEERS, LLC dba TKW CONSULTING ENGINEERS

Project Manager (PM): Adam Davie, P.E. (currently working in Fort Myers, FL office).

PM Education: B.S. in Civil Engineering – Florida Gulf Coast University, Fort Myers, FL.

PM Years of Experience: 20 years total, 2 years with this firm.

PM Local Experience: 20 years of working in southwest FL.

PM Project Experience:

- Q FMY – Runways 5/23 & 13/31 with Associated Taxiways (*Field CEI Inspection Services*) (2017-2018) (\$27M)/West Quadrant & Multi-Use Hangar and Ramps (2016-2017) (\$6.1M) (*Acting as PM through procurement*)
- Q Venice Municipal Airport Runway 13/31 Rehabilitation & RPZ Improvements with Engineered Materials Arresting System (2015-2016) (\$4.1M) (*Acting as PM and Superintendent*)
- Q LaBelle Municipal Airport – Airport Terminal Building (6,240 sf) (2017-2018) (\$2.2M)
- Q Naples Municipal Airport – Taxiway D Extension (2017) (\$1.8M)/Taxiway A (2016-2017) (\$1.3M)/Runway 14/32 Rehabilitation & Drainage Project, West Quad Pond Rehabilitation (2014-2015) (\$6.3M) (*Acting as Assist.PM/Superintendent*)
- Q Immokalee Airport – Taxiway B Rehabilitation (2017-2018) (\$971k)
- Q Charlotte Technical Center Building H HVAC Renovation & Domestic & Chilled Water Lines, Charlotte County Public Schools (2017-2018) (\$1.3M) (*Acting as Assistant PM & Superintendent*)
- Q Seagate Elementary HVAC Roof Top Unit & Roof Replacement – Kitchen & Serving Line Remodel/Replacement, Collier County Public Schools (2016) (\$938k) (*Acting as Assistant PM & Superintendent*)
- Q Edgewater Drive Ph. 2 Roadway, Utilities, & Bridges, Charlotte County Public Works (2015-2017) (\$25.6M) (*Acting as Assistant PM/Assistant Superintendent*)
- Q Southern Corkscrew Regional Ecosystem Watershed Restoration, Lee County, FL (2018) (\$1.1M) (*Acting as Project Engineer during construction*)

Firm's Experience & Support Staff:

Offices: Headquartered in Houston, TX.

Southwest Florida office: One (1) office in southwest Florida – Fort Myers, FL.

Employees: 780 total employees, 19 in southwest Florida; 319 others in FL.

Firm's Experience: (in addition to PM experience)

- Q RSW – Addition to Concourse B (25,000 sf) (2000-2005) (\$27M) (*Structural/Threshold Inspections as a sub*)
- Q RSW – Miscellaneous Projects (*Civil Engineering Services*)
- Q FMY – Airport Ramp Expansion/Hangars (1995-1997) (\$650k) (*Project Management/Construction Management/Structural Engineering/Environmental/Utility Engineering*)
- Q FMY & RSW – Shade Hangar & Building Re-Roofing Projects (2008-2013) (\$2.1M) (*Construction Management/Structural Investigation/Cost Estimating/Roofing Consultation*)
- Q Orlando Int'l Airport – North Terminal Enhancement (2006-2008) (\$18M)/Intermodal Transit System (2005-2006) (\$10M) (*CEI/Structural Engineering Services as a subconsultant*)
- Q Miami Int'l Airport – Intermodal Center for Rental Car Facility & Terminal Access Roadways (2007-2013) (\$351M) (*CEI Services as a subconsultant*)
- Q William P. Hobby Airport, Houston, TX – Parking Garage (2010 – 2012) (\$10M) (*CEI Services as a subconsultant*)
- Q Tampa Int'l Airport – Interchanges (2) & Bridges (20) (2004-2010) (\$230M) (*CEI Services as a subconsultant*)
- Q Orlando Int'l Airport/Naples Municipal Airport/Palm Beach Int'l Airport (*Civil Eng. Services - numerous projects*)

Overall Proposal: Staff felt that this was the #2 best written proposal. CONSOR ENGINEERS LLC is a Texas based engineering firm with airport project & CEI experience doing business as (dba) TKW CONSULTING ENGINEERS. Firm's legal name is CONSOR Engineers LLC; TKW Consulting Engineers is a Florida-registered fictitious name for the company. Firm has no other concurrent LCPA contracts/projects ongoing. Proposal strengths include: LOQ demonstrates good understanding of project and role; PM demonstrates FMY & other southwest FL airport experience; & Firm has southwest FL presence. Proposal weaknesses include: Firm demonstrates FL & other airport project CEI experience but mainly as a subconsultant; construction and airport experience by PM not clearly listed as CEI role; majority of PM roles is as assistant PM/Superintendent; and recent Firm experience all before 2013. Fair DBE discussion noting only FDOT historical data without actual goals achieved; and TKW is a former woman-owned enterprise and W/MBE firm certified by the State of FL.

References: (2) PM references received, (1) Firm reference received; all were favorable.

Staff Qualifications Committee Review of LOQs
Construction Engineering Inspection Services for RSW Terminal Expansion - LOQ #20-36

EG SOLUTIONS, INC.

Project Manager (PM): Charles Wilson, CGC (currently working in Lakewood Ranch, FL office).

PM Education: Bachelor in Building Construction – University of FL.

PM Years of Experience: 45 years total, <1 year with this firm.

PM Local Experience: 45 years of working in southwest FL.

PM Project Experience:

- Q Red Barn Flea Market (155,000 SF), Sarasota, FL (2003) (\$8M)
- Q Rugs As Art (18,000 SF), Sarasota, FL (2001) (\$2M)
- Q Ashton Place Assisted Care Living Facility (48 Beds), Sarasota, FL (2005) (\$7M)
- Q Corporate Head Quarters – Circle L Roofing, Lakewood Ranch, FL (2006) (\$4M)
- Q RUCHA, LLC (15,000 SF), Bradenton, FL (2005) (\$1.25M)
- Q McIntosh Business Center (58,000 SF), Sarasota, FL (2007) (\$5M)
- Q Howard Office Building (10,000 SF), Sarasota, FL (2004) (\$1M)
- Q Hassan Manor (4 story Condo), Sarasota, FL (2006) (\$4M)
- Q Fruitville Office Park (24,000 SF), Sarasota, FL (2002) (\$3M)
- Q Marina Jack Restaurant (10,000 SF), Sarasota, FL (2003) (\$3M)

Firm's Experience & Support Staff:

Offices: Headquartered in Lakewood Ranch, FL.

Southwest Florida office: No offices in southwest Florida.

Employees: 10 total employees, none in southwest Florida.

Firm's Experience: (in addition to PM experience)

- Q Orlando Int'l Airport – Automated People Mover System & Intermodal Terminal Facility Program Oversight (2016-2018) (*Acting as a subconsultant performing Program Oversight*)
- Q Tampa Int'l Airport – Automated People Mover System & Expansion Program Oversight (2016-2018) (*Acting as a subconsultant performing Program Oversight*)
- Q Naples Municipal Airport – Naples Jet Center (2017)/Runway 14/32 Safety Area & Drainage Improvements (2015)/Taxiway A & Water Management System Improvements (2014-2016) (*Performing CEI Services*)
- Q Punta Gorda Airport – Apron Expansion (2017-2018)/Design & Rebuild of Airport After Hurricane Charley (2004-2007)/Design-Build Taxiway A & C (2009)/Design-Build 24 Unit T-Hangars (2008) (*Performing CEI Services*)
- Q Sarasota Bradenton Int'l Airport – Runway 14 End Rehabilitation (2019)/Master Drainage Plan Improvements (2020)/Loading Bridges Installation (2018-2019) (*Performing CEI Services*)
- Q Spruce Creek Airport – Runway 5/23 Improvements (2017) (*Performing CEI Services*)
- Q Valkaria Airport – General Aviation Terminal and Hangar Foxtrot (2019-2020) (*Performing CEI Services*)

Overall Proposal: Staff felt that this was the #3 best written proposal. EG SOLUTIONS, INC. is a Florida Engineering firm with airport project & CEI experience. Firm has no other concurrent LCPA contracts/projects ongoing. Proposal strengths include: PM demonstrates south Florida experience; Firm demonstrates CEI project experience at southwest FL and other FL airports; understanding of goals and objectives generic and not specific to project. Proposal weaknesses include: proposed PM very tenured but does not have any airport project experience and with firm for less than one year; PM experience listed only through 2007; Firm nor PM has RSW or FMY project experience; Firm does not have southwest Florida presence; PM lacks southwest FL project experience; and PM experience limited to non-airport small commercial work all in Sarasota, FL; and CEI experience by PM not noted. Very good DBE discussion with statement of commitment; and Firm itself is DBE certified.

References: (2) PM references received – both for same project, (1) Firm reference received; all were favorable.

LOQ 20-36TLB

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES
FOR RSW TERMINAL EXPANSION PROJECT**

Current LCPA Workload Summary

Proposer: A2 Group, Inc.

Contracts:

No current LCPA Contracts

Proposer: EG Solutions, Inc.

Contracts:

No current LCPA contracts

Proposer: TKW Consulting Engineers, Inc.

Contracts:

No current LCPA Contracts



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

REQUEST FOR LETTERS OF QUALIFICATIONS (LOQ) 20-36TLB
FOR
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES
FOR RSW TERMINAL EXPANSION PROJECT

DATED: March 5, 2020

DESIGNATED PURCHASING OFFICE CONTACT

Terri Bortz, Procurement Agent
Telephone (239) 590-4554
Email: tbortz@flylcpa.com

Mandatory Pre-Submittal Meeting:
Monday, March 16, 2020, at 1:00 p.m., local time
Wright Brothers

Questions/Clarification Requests Deadline:
Friday, March 20, 2020 at 5:00 p.m., local time

Submittals Due:
Monday, April 6, 2020, at 2:00 p.m., local time
Amelia Earhart



NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as “Authority”) invites the submission of Letters of Qualifications (LOQ) from interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide the services as specified in this Request for Letters of Qualifications.

The following key dates have been established for the pre-submittal meeting, Letters of Qualification opening and the deadline for submitting any requests for clarification of any information contained within this Request for Letters of Qualifications. Changes in these dates will be made only by official addendum.

PRE-SUBMITTAL MEETING

☒ A **MANDATORY** Pre-Submittal Meeting has been scheduled for **1:00 p.m., local time on Monday, March 16, 2020**, at Southwest Florida International Airport, Wright Brothers Conference Room, 3rd floor, 11000 Terminal Access Road, Fort Myers, Fla. 33913-8899.

THIS PRE-SUBMITTAL MEETING IS MANDATORY. LOQs will not be considered from firms that did not attend the mandatory meeting.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Letters of Qualifications and to answer any questions potential responding firms may have about the Request for Letters of Qualifications.

At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Letters of Qualifications.

DEADLINE FOR CLARIFICATION REQUESTS

Friday, March 20, 2020, by 5:00 p.m., local time is the deadline for interested parties to submit requests for clarification of any information contained in this Request for Letters of Qualifications. All inquiries, suggestions or requests pertaining to this Request for Letters of Qualifications must be submitted to the designated contact in the Lee County Port Authority Purchasing Office by this time (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Respondents, while ensuring an expeditious selection process.

DUE DATE, TIME, AND PLACE OF PUBLIC OPENING:

Sealed Letters of Qualifications must be received at Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, no later than **2:00 p.m., local time on Monday, April 6, 2020.** Submittals will be publicly opened in the Amelia Earhart Conference Room on the 3rd floor of the terminal building.

SECTION A **INSTRUCTIONS TO RESPONDENTS**

The Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive sealed LOQs from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services as described in this Request for Letters of Qualifications. In order to receive consideration, respondents must meet the minimum qualifications and comply with the Instructions to Respondents contained in this Section A.

A.01 PUBLIC OPENING OF SEALED LOQS

Sealed letters of qualifications received after the stated time and date for the public opening will not be considered. It is the sole responsibility of the respondent to have their LOQ delivered to the location of the public opening on or before the stated time and date. If an LOQ is sent by U.S. Mail or other delivery service, the respondent will be responsible for its timely delivery to the opening location. LOQs delayed by mail or delivery service will not be considered, will not be opened at the public opening and arrangements will be made for their return at the respondent's request and expense.

No review or analysis of the submitted LOQs will be conducted at the public opening. At the opening, the Authority will make public the names of the respondents submitting an LOQ and the city and state in which they reside.

The Authority will not discriminate against individuals with disabilities. In accord with the Americans with Disabilities Act, any person requiring special accommodations for attendance at the public opening, or any other meeting described herein, should contact the designated Purchasing Office representative listed on the cover page of this solicitation document at least five (5) days before the meeting.

A.02 SUBMISSION OF SEALED LOQS

The contents of your sealed LOQ package must include:

- One (1) original clearly marked 'Original' and labeled with the proposing firm name and address, and;
- Eight (8) identical hard copies which clearly identify the responding firm and are each marked 'Copy', and;
- One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. Do not password protect or otherwise encrypt the electronic submission.

All physical and electronic copies must be identical. In the case of discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Respondents must submit the complete LOQ in one sealed package clearly marked "**LOQ 20-36TLB: CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR RSW TERMINAL EXPANSION**" with the return address of your company clearly marked on the outside.

Electronically submitted or faxed LOQs will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.

A.03 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, Public Purchase, to release its solicitation documents including any addenda or award results. Interested firms may register with Public Purchase at <https://www.publicpurchase.com> or by contacting Public Purchase Vendor Support at (801) 932-7000 to arrange to receive notifications free of charge.

In addition, the LOQ and all related documents may be obtained by contacting the designated Purchasing Office representative indicated on the cover page.

A.04 QUESTION AND CLARIFICATION PERIOD

Each respondent must examine all Request for Letters of Qualifications solicitation documents and must judge all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation documents must be made in writing and sent to the designated Purchasing Office representative by the date and time stated. All questions received and responses given will be provided in the form of a written addendum to this Request for Letters of Qualifications. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby interpretation, clarification or additional information can be given.

All inquiries, suggestions or requests pertaining to the Request for Letters of Qualifications must be received by the designated Purchasing Office representative on or before the deadline for clarification requests. The Authority will not respond to inquiries received past the published deadline.

A.05 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Letters of Qualifications will be made by written addenda. It shall be the responsibility of the Respondent, prior to submitting its LOQ, to review all addenda posted on Public Purchase or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into Respondent's submittal.

A.06 LOQ EXPENSES

All costs incurred by Respondent(s) in responding to this Request for Letters of Qualifications and in participating in any interviews, presentations, and/or demonstrations, including travel, shall be borne entirely by the Respondent.

A.07 BINDING OFFER

A submitted LOQ made pursuant to this Request for Letters of Qualifications will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties are negotiated satisfactorily. The submission of a LOQ shall be taken as prima facie evidence that the Respondent has fully familiarized itself with the contents of this Request for Letters of Qualifications. LOQs will be in force for a period of one hundred and twenty (120) days from the date of the public opening.

A.08 RESERVATION OF RIGHTS

The Authority reserves the right to accept or reject any or all LOQs; to select one or more LOQ(s); to re-advertise this Request for Letters of Qualifications; to postpone or cancel the procurement process related to this Request for Letters of Qualifications; to waive irregularities in the procurement process or waive technicalities in the LOQs submitted thereto; to request additional information and documentation; and to change or modify the LOQ schedule or process outlined herein, at any time.

The Authority reserves the right to determine that any LOQ received which does not contain all of the information, attachments, verification, forms or other information described in this Request for Letters of Qualifications is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

A.09 WITHDRAWAL OF LOQ

LOQs may be withdrawn by written request to the Purchasing Office if the Respondent discovers a mistake has been made prior to the date and time fixed for the public opening. A copy of the written request shall be retained and the unopened LOQ returned to the Respondent.

Negligence on the part of the Respondent in preparing its LOQ confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn LOQ shall not be resubmitted.

A.10 FALSE OR MISLEADING STATEMENTS

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

A.11 NO LOBBYING

Respondents are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee and all Authority employees (with the exception of the designated Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Letters of Qualifications. After the issuance of this solicitation, no prospective Respondent shall contact or communicate with or

discuss any matter relating in any way to this solicitation with any Authority officers, agents or employees except for the designated Purchasing Office contact. This prohibition includes copying all such persons on written communications (including email correspondence) but does not apply to presentations made to Staff Evaluation Committees or at a Board of Port Commissioners meeting or Airports Special Management Committee meetings when the commission or committee is considering approval of a proposed agreement or purchase order. This requirement ends upon final execution of the agreement or purchase order or at the time the solicitation is cancelled.

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

ANY FIRM OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS WARNING ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.

A.12 SCRUTINIZED COMPANIES

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

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

A.13 PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an LOQ on a contract to provide any goods or services to a public entity; may not submit an LOQ on a contract with a public entity for the construction or repair of a public building or public work; may not submit LOQs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.



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

A.14 NONDISCRIMINATION

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

A.15 GENERAL CIVIL RIGHTS

The successful Respondent shall comply with pertinent statutes and Executive Orders, and as such rules are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, marital status or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Respondent and its subcontractors from the solicitation period through completion of the agreement. This provision is in addition to the provisions required by Title VI of the Civil Rights Act of 1964.

A.16 DISADVANTAGED AND/OR MINORITY OWNED BUSINESS ENTERPRISE

The Authority has established Disadvantaged Business Enterprise (DBE) and Women and Minority-Owned Business Enterprise (W/MBE) Programs for the purpose of increasing contracting and procurement opportunities for DBEs and W/MBEs and is firmly committed to effectively implementing its DBE and W/MBE Programs. The Authority’s DBE and W/MBE goals will be established on a task-by-task basis after award of the prime contract based on funding, availability of workforce, specialization of required services, etc. Typically these goals are between ten percent (10%) and twenty percent (20%).

It is the policy of the Authority that DBEs and W/MBEs have full and fair opportunity to compete for and participate in the performance of contracts on federally funded and non-federally funded Authority capital projects including the provision of materials and supplies. The Authority will encourage all current and prospective contractors, consultants, subcontractors, and sub-consultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and W/MBEs and to encourage the development of existing and new DBEs and W/MBEs.

A business certified as a W/MBE by the State of Florida Office of Supplier Diversity (OSD) or certified as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FUCP) will be eligible to participate as a DBE or W/MBE on this prime contract.

A.17 PUBLIC RECORDS

LOQs received pursuant to this Request for Letters of Qualifications are public records available for inspection by the public upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to Florida Statute, Section 119.071. If the Authority rejects all LOQs and concurrently notices its intent to reissue the solicitation, the rejected LOQs are exempt from public disclosure until the Authority provides notice of an intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. An LOQ is not exempt for longer than twelve (12) months after the initial notice of rejection of all LOQs. Pursuant to Florida Statute, Section 119.0701, to the extent a successful Respondent is performing services on behalf of the Authority, successful Respondent must:

- 1) Keep and maintain public records required by the Authority to perform the service. Information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and the Authority's public records policies. Respondent agrees, prior to providing services, it will implement policies and procedures, which are subject to approval by Authority, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and Authority policies including but not limited to Section 119.0701, Florida Statutes.
- 2) Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Respondent does not transfer the records to the Authority.
- 4) Upon completion of the contract, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Respondent transfers all public records to the Authority at the completion of the contract, the successful Respondent shall destroy any duplicate records that are exempt from public disclosure requirements. If the successful Respondent keeps any public records, it shall meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

A.18 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as a part of an LOQ in response to this, Requests for Letters of Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Designation of the entire LOQ as ‘trade secret’, ‘proprietary’ or ‘confidential’ is not permitted and may result in a determination that the LOQ is non-responsive and therefore the LOQ will not be evaluated or considered.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a LOQ in response to this Request for Letters of Qualifications shall belong exclusively to the Authority.

Authority does not believe that any of the required information constitutes a Trade Secret. To the extent Respondent desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the LOQ that are not declared as trade secret. In addition, Respondent shall cite, for each trade secret claimed, the statute number which supports the designation. Further, LOQ shall offer a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Respondent shall provide a hard copy of its LOQ that redacts all information designated as trade secret. In conjunction with trade secret designation, Respondent acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the Respondents request for a trade secret exemption at any time and,
- 2) The Authority, its officials, employees, agents and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret; and,
- 3) After notice from the Authority that a public records request has been made for Respondents’ LOQ, the Respondent at its sole expense shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Respondent in response to notice from the Authority shall be taken immediately, but no later than 10 calendar days from the date of notification or Respondent will be deemed to have waived the trade secret designation of the materials.

Respondent shall indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any actions, damages (including attorney’s fees and costs) or claims arising from or related to the designation of trade secrets by the Respondent, including actions or claims arising from Authority’s non-disclosure of the trade secret materials.

A.19 GOVERNING LAWS/RULES/REGULATIONS

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

A.20 NEGOTIATION OF THE AGREEMENT

Upon conclusion of the evaluation outlined in Section D, below, and Board approval of the suggested ranking of responding firms, the successful Respondent(s) will be invited to enter negotiations. These negotiations are generally limited to the scope of services to be performed and the associated costs. The successful respondent's LOQ will serve as the basis for negotiating the scope of services to be performed under any resulting agreement.

A.21 AGREEMENT

The successful Respondent will be required to enter into a professional services agreement containing the terms and conditions set out in of this Request for Letters of Qualifications and any alternatives set out in the successful Respondent's LOQ where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.22 NONEXCLUSIVITY OF AGREEMENT

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

A.23 AVAILABILITY OF PERSONNEL

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

A.24 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

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

A.25 ASSIGNMENT OF AGREEMENT

The successful Respondent may not assign any agreement resulting from this Request for Letters of Qualifications without the prior written approval of the Authority.

A.26 AUDITABLE RECORDS

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

A.27 TERMINATION

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

END OF SECTION A

SECTION B

CONTRACT INFORMATION & SCOPE OF SERVICES

B.01 INTRODUCTION

The Lee County Port Authority (“Authority”) invites the submission of Letters of Qualifications from interested and qualified firms to provide **CONSTRUCTION ENGINEERING AND INSPECTION SERVICES** to oversee the ongoing Terminal Expansion project at the Southwest Florida International Airport (hereafter “Project”).

The scope of work for the Project includes constructing a connector between the three existing concourses, consolidating the Transportation Security Administration (TSA) security checkpoints, and providing additional public seating and hold room areas. The Project includes rehabilitation of TSA equipment, TSA leased administration space, concession areas, advertising displays, a remote loading dock, non-public airport administration spaces, restroom remodeling, Federal Inspection Space, and business lounges. The Project also includes construction of temporary facilities in order to accommodate the passenger customer experience. Total area of construction is approximately 338,484 square feet. The Project may be completed over multiple construction phases and construction procurement periods.

Construction elements associated with the Project include mobilization and demobilization, maintenance of traffic, site preparation, erosion control, tree clearing, site grading, underground utilities, fuel lines, demolition, pavement (access roadways, parking lots, and sidewalks, taxiways, aprons), storm drainage, primary power supply, back-up power supply, building (demolition, foundations, building structure, structural steel, exterior enclosure, roof systems, interior partitions, interior construction, elevators, trash compactors, walk-in refrigeration, signage, stairs, interior finishes, conveying systems, MEP, drainage, specialty systems, gates, equipment, furnishings and fire prevention and protection), passenger boarding bridges, security screening checkpoint equipment, pavement markings, lighting and signage, fencing and gates, landscaping/irrigation (including outdoor lighting), and indoor/outdoor security systems, communications antenna and tower, including all materials, equipment, labor, and incidentals required to purchase, install, and commission the complete Terminal Expansion and a remote loading dock facility.

B.02 PORT AUTHORITY BACKGROUND INFORMATION

The Authority operates both Southwest Florida International Airport (RSW) and Page Field (FMY). Southwest Florida International Airport is an award-winning, medium-hub commercial service airport located in Fort Myers, Florida, with an annual economic impact of more than \$8.4 billion to the region. RSW served nearly 9.4 million passengers in 2018 and is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve RSW with nonstop service throughout the United States and international service to Canada and Germany.



A new terminal complex with 28 gates and state-of-the-art facilities opened at RSW in 2005, making it one of the newest in the nation offering a top-rated travel experience. Related to this LOQ, the airport is currently undertaking a \$260+ Million expansion project to meet the demands of increased passenger traffic. Other future infrastructure improvements include a new Air Traffic Control Tower, roadway and airside pavement and rehabilitation projects and a future parallel runway.

Additional information about RSW is available online at www.flylcpa.com.

B.03 SCOPE OF PROFESSIONAL SERVICES

The Authority is requesting LOQs from interested firms to provide Construction Engineering and Inspection Services to oversee the construction of the RSW Terminal Expansion Project in Lee County, Florida. The Project will be developed and constructed based on the design prepared by Atkins North America. Final construction plans may be prepared and bid in phases. The Authority's CM/GC, Manhattan Construction, will competitively bid all sub-trade packages and offer a total project price to the Authority for each phase.

The CEI consultant shall provide, at a minimum, personnel to monitor and inspect the services performed under the approved construction agreement 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.

The CEI consultant must perform the following duties:

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Authority, and issue notices of non-compliance to the CM/GC to correct such observed discrepancies. Monitor the construction activities of other Utility Agency/Owners (UAO) installing facilities within the Project limits. Perform sampling and testing of component materials and completed work in accordance with the construction contract documents. Monitor and inspect Contractor's Building Construction Phasing Plan and Work Zone Traffic Control/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 Manager and Engineer assigned to the Project of any significant omissions, substitutions, defects, and deficiencies noted in the work of the CM/GC or UAO. Produce reports, verify quantity calculations and field measurements for CM/GC payment purposes as needed. Work also includes survey control and geotechnical testing services. Work also includes services summarized below.

Key terms of the professional services agreement are anticipated to include:

- The term of the professional services agreement will be one year following the completion of construction and acceptance by the Authority, estimated to be four (4) years from the start of construction, without extension.

During the term of the professional services agreement, the Authority will have the right to reject any individual or sub consultant firm submitted by the CEI Consultant to provide services under the Professional Services Agreement.

Services to be provided are outlined below:

- Engineering Inspections
- Threshold Inspections
- Quality Assurance Sampling and testing of materials
- Geotechnical Testing and Analyses
- Laboratory Testing
- Earthwork Inspection & Testing
- Concrete Inspection & Testing
- Asphalt Inspection & Testing
- Auger Cast Pile Installation Inspection & Testing
- Welding Inspection
- On-site inspections
- Systems commissioning
- Coordination of Submittals
- Coordinate RFI Responses
- Attendance at regularly scheduled construction progress meetings
- Cost Estimating and Budgeting
- Coordinate and Review Design changes with Engineer of Record
- Surveying and Mapping/Check Survey Control items
- Project Reporting and Presentations
- Furnish and implement a Quality Assurance Plan
- Monitor contractors quality control plan
- Equipment for Field Inspection Services
- Maintain records of all activities
- Track schedule progress
- Reviewing proposed contract amendments & make recommendations
- Review of monthly CM/GC pay applications
- Certification of final estimates/final payment
- Serving as the Authority's Field Representative for technical matters
- Management of various sub consultant engineering subcontracts and disciplines under the CEI
- Assist in change order evaluation
- Assist in claims evaluation
- Document progress of work
- Provide assistance to owners Public Relations contact
- Certification of final estimate
- Document and track as-built conditions and provide final redline plans to Engineers or Record
- Post construction claims review
- Prepare for arbitration hearings or litigation
- All other duties related to the services outlined above and as deemed necessary to the Port Authority to successfully accomplish an airport development project

This Request for LOQs outlines a single point of contact and accountability whereby the Project Manager representing a single firm demonstrates his or her ability to manage the professional services agreement. As such, joint ventures are not preferred by Authority staff. However, nothing in this Request shall preclude the submittal of LOQs by joint venture firms. The evaluation and consideration of a submittal by a joint venture rests solely with the Airports Special Management Committee.

The Authority reserves the right to:

- Select more than one firm to perform services from among the respondents to this Request for Letters of Qualifications and to award work among selected firms as the Authority sees fit.
- Accept or reject any Letters of Qualifications. The Authority may for any reason, deem it in the best interest of the Authority to withdraw from performing any work, to seek competitive bids, Letters of Qualification or Requests for Proposals for the work or to perform the work with in-house or other resources after Letters of Qualification are received from responding firms. Neither this LOQ, nor any subsequent agreements, shall be construed to guarantee work for the selected firm or firms.
- Object to the use of any sub consultant, subcontractor or material supplier, in which event, the firm shall submit and use an alternate sub consultant, subcontractor or material supplier reasonably acceptable to the Port Authority.

END OF SECTION B

SECTION C

CONTENT AND ORGANIZATION OF LETTERS OF QUALIFICATIONS

The information each Respondent provides will be used to determine the most qualified Respondents and those with perceived ability to perform the scope of services as stated in this Request for Letters of Qualifications, which may best overall meet the needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both ability and benefit to the Authority. For more information, refer to Section D, Evaluation of LOQs.

C.01 EVALUATION CRITERIA

The following criteria will be used to evaluate each Respondent:

Understanding of the intent and scope of the construction project; understanding of unique project issues; approach to project management and the Quality Assurance/Quality Control aspect of the Project; experience and qualifications of key personnel; past record and performance; experience with similar projects; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; ability to furnish the required services; and, volume of work previously awarded to each Respondent.

The information submitted in response to this Request for Letters of Qualification serves as the established evaluation criteria when determining the selection of a successful Respondent and award of future work under this Request for Letters of Qualifications.

Partial funding for services required under this agreement has been secured through approved Passenger Facility Charges. And, at this time the Authority is requesting state grant funds for tasks and projects that may be awarded under any agreement resulting from this Request for Qualifications. Pursuant to Florida Statutes Section 255.0991, in order to maintain grant eligibility of the contract projects and tasks as future grant funds are requested and ultimately secured, a local preference does not apply to this competitive solicitation.

C.02 INFORMATION TO BE SUBMITTED

The information identified in this Section C must be contained within your LOQ. The contents of each LOQ must be **separated** and **arranged with tabs in an 8.5" x 11" format and in the same order and following the same format as listed in this Section C.**, identifying the response to each specific item.

All information should be submitted in Times New Roman 11 font on standard 8.5 x 11 letter size paper. Page limits apply to each section and include photos, graphics and all other information. Pages should be numbered. Submittal information should be stapled or bound, not clipped.

C.03 Section 1 – Minimum Qualifications

As a minimum qualification to receive consideration, the Respondent(s) must present proof of any licensing or certification which will be required by law to perform the services set forth in Section B, Project Information & Scope of Services. If no licensing or certification is required, Respondent shall indicate same. Each Respondent must provide a copy of any applicable licenses and certificates. **If licenses and certificates are not provided with the LOQ, the Authority may deem the LOQ nonresponsive.**

C.04 Section 2 – Executive Summary & Organizational Chart

- An executive summary must be provided that includes a discussion of the client oriented approach, understanding of the work to be performed, general statement of experience and qualifications of the Project Manager, the firm and current firm employees that will serve as key support staff, discussion of organization structure (including organizational chart identifying the names and roles of key personnel to be assigned to this contract), commitment to responsiveness of firm employees, and an understanding of the Port Authority's goals and objectives. The primary goal of the Port Authority is to keep all projects on schedule, under budget and fully coordinated. The Executive Summary and organizational chart should not exceed three (3) pages total.
- Identify the firm's legal name that will be on any future executed contract. Firms contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other legal entity in good standing or is a foreign corporation or other legal entity that has registered and is authorized to do business in the State of Florida. Respondents intending to submit a LOQ as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other state or local licensing agencies as required by Florida Statute Section 489.119, prior to the date and time set for the public opening
- Describe in detail your firm's approach to the construction engineering inspection services required for the professional services agreement, drawing on previous experience with similar contracts, which includes the most critical steps that will be needed for its successful completion.

C.05 Section 3 – Project Manager, Firm and Key Support Staff

Complete **Form 1** with the following information (not to exceed 1 page):

- Provide the name, address and telephone number of one (1) person currently employed by the firm who will serve as the individual Project Manager responsible for the timely provision of all services and to whom all communications will be directed. The Project Manager should be an experienced individual with the availability (if requested by the Authority) to dedicate one hundred percent (100%) of his or her time to services required by the professional services agreement, to be located full-time in southwest Florida (if requested by the Authority), and to be given the contract authority to bind the firm orally and in writing, and who can only be removed as Project Manager upon written request or concurrence of the Port Authority. The Project Manager shall be available on demand throughout the term of the professional services agreement.

- Provide the office location where the Project Manager is currently working.
- Project Manager Education including any degrees (list institutions) and certifications (i.e., PE, AICP, AIA, MAE).
- Provide the total number of years of experience by the Project Manager.
- Provide the number of years the Project Manager has been employed by this firm.
- Provide the number of years the Project Manager has been employed and working in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties).
- Offices and Employees – Please provide:
 - Total number of employees
 - Address and phone number of corporate headquarters
 - Number of offices in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - Locations and current staffing number for each office in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
 - Locations and current staffing number of other offices in the US
- Key Support Staff – Key personnel (maximum of 3) currently employed by the responding firm that will also be assigned to this contract supporting the PM as needed, please provide:
 - Name
 - Education including any degrees (list institutions) and certificates (i.e., PE, AICP, AIA, AAE)
 - Current office location
 - Number of years employed by this firm
 - Number of years working in southwest Florida (whether for this firm or another firm)
 - For each Key Support Staff member, identify one (1) contract similar to the professional services agreement identified in this Request for Letters of Qualifications that best demonstrates similar contract experience, the depth of the firm and the support to be offered to the PM

C.06 Section 4 – Project Manager Experience (not to exceed 3 pages)

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

- On similar projects in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
- On other (non-similar) projects in southwest Florida (demonstrating the PM's knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida) (Lee, Collier, Charlotte, Hendry and Glades counties)

- On similar projects at other US airports (demonstrating the PM's ability to work within an airport environment)
- Other relevant qualifications and experience
- For each project listed above, the following information should be provided:
 - Project Name
 - Brief Project description
 - Role/Responsibility of PM on the Project
 - Total Project cost
 - Was the PM working for a prime or sub-consultant? If sub-consultant, please list the name of the prime firm
 - Contract start and completion dates

C.07 Section 5 – Firm Experience (not to exceed 2 pages)

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

- On similar projects in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
- On other (non-similar) projects in southwest Florida (demonstrating the Firm's knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
- On similar projects at other US airports (demonstrating the Firm's ability to work within an airport environment)
- Other relevant qualifications and experience

C.08 Section 6 – DBE and W/MBE History and Plan (not to exceed 1 page)

Responding firms should submit a statement agreeing to ensure that DBEs and W/MBEs will have the maximum opportunity to participate in the performance of contracts under this agreement.

Responding firms should demonstrate previous experience in achieving successful DBE and W/MBE participation on other projects or contracts, including historical percentages of projects or contracts, sample DBE or W/MBE assignments, DBE or W/MBE success stories, etc. Each firm should demonstrate that it has a strong history of DBE or W/MBE participation, that it takes minority and disadvantaged businesses participation seriously, and that it commits to working with the Authority on achieving satisfactory DBE and W/MBE contracting opportunities if selected for this contract.

C.09 Section 7 – References (not to exceed 3 pages)

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

- FORM 2 – PROJECT MANAGER REFERENCES: Provide a listing of at least two (2) previous projects that the person identified as the Project Manager served as Project Manager that best exemplifies his or her abilities to serve as Project Manager for CEI of the RSW Terminal Expansion project.

For each reference:

- 1) Provide the Project Name and location.
 - 2) Provide the year the Project Manager worked on the project.
 - 3) Provide the name of the firm that employed the Project Manager during the contract.
 - 4) Provide a reference for each project including name, position held during the project, current title and employment, and current telephone number. The reference contact shall be a key person under whom the project work was performed or who was directly involved with the administration/supervision of all projects. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm's LOQ response.
- **FORM 3 – FIRM REFERENCES:** Provide a listing of one (1) previous contract where the firm served a major role in completing that best exemplifies the firm's abilities to successfully perform Construction Engineering Inspection services for the RSW Terminal Expansion project. For the contract reference:

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

C.10 Section 8 – Additional Requested Information (not to exceed 1 page)

Respondents are requested to provide a discussion on the following information to assist the Port Authority in reviewing responses to this Request for Letters of Qualifications:

- 1) Responsiveness of the Project Manager and firm
- 2) Willingness of the Project Manager and firm to accept all assignments
- 3) Timeliness of completing quick-turn assignments and 24/7 work
- 4) Ability to meet project/contract budget and scheduling demands
- 5) Knowledge of local codes, regulations and permit requirements
- 6) Knowledge of TSA, FAA and FDOT regulations and requirements
- 7) Ability to work with other Consultants/Contractors – team approach



C.11 Section 9 – Conflict of Interest/Business Ethics Statement (not to exceed 1 page)

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

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

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

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

C.12 Section 10 – Requested Forms/Certification

FORM 4: RESPONDENT’S CERTIFICATION (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 4.

FORM 5: LOBBYING AFFIDAVIT (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 5. Each Joint Venture Partner must complete, sign and notarize Form 5.

FORM 6: PUBLIC ENTITY CRIMES FORM (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 6.

FORM 7: SCRUTINIZED COMPANIES CERTIFICATION (not to exceed 1 page)

Each Respondent should complete, sign and notarize Form 7.

COPY OF CURRENT INSURANCE CERTIFICATE (not to exceed 1 page)

Each Respondent shall provide a copy of the current insurance certificate. Copies may be reduced to fit the page limitation requirement.

END OF SECTION C

SECTION D **EVALUATION OF LOQS**

D.01 LOQ EVALUATION

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

Even though the Staff Evaluation Committee provides input and recommendations as part of the selection process, the Staff Evaluation Committee does not and cannot short-list Letters of Qualifications received in response to this LOQ. In accordance with this Request for Letters of Qualifications, Florida Statutes and the Board approved Lee County Port Authority Purchasing Policies, the selection process, including potential short-listing of firms, requests for oral presentations, etc., rests solely with the ASMC with final ranking approval by the Lee County Board of Port Commissioners.

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

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

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

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

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

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

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

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

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

D.02 AUTOMATIC DISQUALIFICATION

Respondents shall be disqualified from consideration for award of an agreement for any of the following reasons:

- 1) Failure to attend mandatory Pre-submittal meeting;
- 2) Failure to submit Respondent's Certification with the submitted LOQ;
- 3) Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Letters of Qualifications;
- 4) Collusion with the intent to defraud or other illegal practices upon the part of any Respondent submitting an LOQ;
- 5) Being on the Convicted Vendors List;
- 6) Being on any Scrutinized Companies List or otherwise ineligible to submit an LOQ to provide services under Section 287.135, Florida Statutes;
- 7) Not being registered to do business in the state of Florida prior to submitting an LOQ.

D.03 RANKING OF LOQS

The Staff Evaluation Committee will determine from the LOQ's and subsequent investigation as necessary, the Respondent(s) whose LOQ best meets the Authority's requirements.



In its review, the Staff Evaluation Committee may take some or all of the following actions:

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

D.04 TENTATIVE SCHEDULE

The following tentative schedule is established for this solicitation. Notices of the receiving due date, staff evaluation committee, ASMC and Board of Port Commissioners meetings are posted at <https://www.flylcpa.com/legalnotices/>. Please refer to the website for specific information and any possible changes to the event(s):

<u>March 16, 2020:</u>	Mandatory Pre-Submittal Meeting at 1:00 p.m., local time, Wright Brothers
<u>March 20, 2020:</u>	Questions/Clarification Deadline by 5:00 p.m., local time
<u>April 6, 2020:</u>	LOQ Receiving DUE PRIOR to 2:00 p.m., local time
<u>April 21, 2020:</u>	Staff Evaluation Committee Meeting at 9:00 a.m., local time
<u>May 19, 2020:</u>	ASMC Meeting
<u>June 16, 2020:</u>	ASMC Meeting (if required)
<u>June 25, 2020:</u>	Board of Port Commissioners Meeting review of recommendation & approval of vendor selection
<u>August 18, 2020:</u>	ASMC Meeting contract review/approval
<u>September 3, 2020:</u>	Board of Port Commissioners Meeting contract review/approval

END OF SECTION D



SECTION E
INSURANCE, INDEMNIFICATION & BONDS

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

No agreement will be made pursuant to this Request for Letters of Qualifications until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Respondent. The insurance provided will include coverage for all parties employed by the Respondent. At the discretion of the Authority, all insurance limits may be re-evaluated at any time during the term of the agreement.

COMMERICAL GENERAL LIABILITY	Each Occurrence Personal & Advertising Injury	\$1,000,000
Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.	Products & Completed Operations	\$2,000,000
AUTO LIABILITY	Combined single limit	\$5,000,000
Bodily injury and property damage for owned, hired & non-owned vehicles used in the performance of work		
WORKERS COMPENSATION	Per Florida Statutes	
EMPLOYER’S LIABILITY	Each Accident	\$500,000
	Disease – Each Employee	\$500,000
PROFESSIONAL LIABILITY		\$2,000,000

Acceptability of Insurers

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

Additional Insured

Lee County Port Authority shall be named as an additional insured on all policies except for workers’ compensation and professional liability. The policy shall be endorsed to include the following language “The Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the “work” or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.”

Waiver of Subrogation

All insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful respondent and its insurers in favor of the Authority on all policies including general liability, auto liability, employer's liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

Certificate of Insurance

The successful Respondent shall provide a Certificate of Insurance with its LOQ and then annually on or before the anniversary date(s) of the insurance policy(s) renewal for as long as the agreement remains in effect. The successful respondent shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with the Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the LOQ. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida.

Please send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

Policy on Request

In addition, when requested in writing by the Authority, the successful respondent will provide the Authority with a certified copy of all applicable insurance policies.

Change in coverage

The successful respondent is required to provide advance written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. All such notices must be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913. If the successful respondent fails to meet the required insurance set forth herein, the Authority may terminate any agreement it has with the successful respondent.

Subcontractor's requirement

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

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

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

These obligations shall survive acceptance of any goods and/or performance and payment therefore by the Lee County Port Authority.

END OF SECTION E



SECTION F – FORMS 1 - 7

[Remainder of page intentionally left blank]



FORM 1: Project Manager, Firm and Key Support Staff

1.1 Project Manager (PM):

- a. PM Name: _____
- b. Current PM Office Location (address & telephone #): _____
- c. PM Education: _____
- d. PM Years of Experience:
→ Total ___ years; With this firm ___ years; Working in SW Florida ___ years

1.2 Firm

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

1.3 Key Support Staff:

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



INSTRUCTIONS FOR FORM 2: Project Manager References

Respondents are required to provide this reference request form to a minimum of two (2) firms with whom they have recently completed a similar project. The Authority requires two (2) references for the proposed Project Manager. **DO NOT use current Lee County Port Authority employees as references.**

REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT’S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on Form 2 via email.

It is the Respondent’s responsibility to confirm directly with the requested references that Form 2 has been submitted in a timely manner. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

Respondent will complete:

Section 1 – Project Manager Information

Referring entity (your reference) is required to complete:

Section 2 – Reference Information

Section 3 – Project Manager Reference questions - additional pages may be used if needed. **Once complete, the entity providing the reference shall email Form 2 to the Purchasing Agent indicated on the form.**

References should not be returned by the Respondent.

A minimum of two (2) reference responses are required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 2, on or before the due date may cause your firm to be considered nonresponsive.

[Remainder of page intentionally left blank]



FORM 2: PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please complete and return to:
	Project Manager Name:		Purchasing Agent: Terri Bortz
	Firm Name:		Due Date: before April 6, 2020
	Project/Contract Name:		Total # Pages:
	Phone:		Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3			
	Section 2	Reference Information (To be filled out by person providing reference)	
	Name of Person Providing Reference:		
	Firm Name:		
	Title:		
	Phone:		
	Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project?		
	2. Describe the services provided by the Project Manager.		
	3. Was the Project Manager effective in leading the entire project team including sub consultants?		
	4. How responsive and responsible was the Project Manager on this project?		
	5. Was the project completed on time and under budget?		
	6. How quickly did the Project Manager respond to questions from the Owner regarding the project?		
	7. How was the relationship between the Project Manager and other members of the project team?		
	8. In your opinion, what was a strength exhibited by the Project Manager during this project?		
	9. Was the Project Manager proactive in resolving issues?		
	10. Would you hire this Project Manager again for one of your projects?		
	11. Additional comments or feedback.		



INSTRUCTIONS FOR FORM 3: Firm References

Respondents are required to provide this reference request form to an entity with whom it has recently completed a similar project. The Authority requires one (1) reference that demonstrates Respondent’s performance on a recent, relevant and similar project. **DO NOT use current Lee County Port Authority employees as references.**

REFERENCES ARE NOT TO BE SUBMITTED WITH RESPONDENT’S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on Form 3 via e-mail.

It is the Respondent’s responsibility to confirm directly with the requested references that Form 3 has been submitted in a timely manner. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

Respondent will complete:

Section 1 – Firm Information

Referring entity (your reference) is required to complete:

Section 2 – Reference Information

Section 3 – Project Manager Reference questions - additional pages may be used if needed. **Once complete, the entity providing the reference shall email Form 3 to the Purchasing Agent indicated on the form.**

References should not be returned by the Respondent.

At least one (1) reference is required.

Failure to have references emailed directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 3, on or before the due date may cause your firm to be considered nonresponsive.

[Remainder of page intentionally left blank]



FORM 3: FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
	Firm Name:		Purchasing Agent: Terri Bortz Due Date: <u>before April 6, 2020</u>
	Project/Contract Name:		Total # Pages: Phone: 239-590-4554 Email: tbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	Reference Information – (To be filled out by person providing reference)	
	Name & Title:		
	Company:		
	Email:		
	Phone:		
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project/contract?		
	2. Describe the services provided by the firm.		
	3. How responsive was the firm in providing necessary resources to the Project Manager?		
	4. How was the relationship between this firm and subconsultants and other project team members?		
	5. Was the project completed on time and under budget?		
	6. How quickly did the firm respond to questions from the Owner regarding the project?		
	7. In your opinion, what was a strength exhibited by the firm?		
	8. Was the firm proactive in resolving issues?		
	9. Was the firm accountable for project mistakes that were brought to their attention?		
	10. Would you hire this firm again?		
	11. Additional comments or feedback.		



FORM 4: RESPONDENT'S CERTIFICATION

I have carefully examined this Request for Letters of Qualifications (LOQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

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

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

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

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE (TYPED)

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS



FORM 5: LOBBYING AFFIDAVIT

State of: _____

County of: _____

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

(Serial or Commission No.)

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



FORM 6: PUBLIC ENTITY CRIMES CERTIFICATION

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

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

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

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

[Signature]

Notary Public – State of _____

County of _____

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

20__ . Personally known _____ or produced identification _____

(Type of identification) _____

Printed typed or stamped commissioned name of Notary Public



FORM 7: SCRUTINIZED COMPANIES CERTIFICATION

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

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

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

_____ [Signature]

Notary Public

State of _____

County of _____

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



LEE COUNTY PORT AUTHORITY
LEE COUNTY, FLORIDA

ADDENDUM #1

ISSUED March 13, 2020

**LETTERS OF QUALIFICATIONS (LOQ) 20-36TLB
FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES
FOR RSW TERMINAL EXPANSION PROJECT**

Firms and other interested parties are officially informed that the above-referenced Request for Letters of Qualifications is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced LOQ. **Receipt of this addendum must be acknowledged on Form 1, Respondent's Certification.**

MANDATORY PRE-LOQ MEETING - Respondents are hereby notified due to COVID-19, we are allowing "remote access" attendance for the Mandatory Pre-LOQ meeting on Monday, March 16, 2020, at 1:00 p.m., local time. PLEASE DO NOT SIGN-IN SOONER THAN 10 MINS BEFORE 1:00 P.M. We will allow ample time for everyone to sign in.

Those participants attending remotely must attend the meeting in its entirety. Roll call will be taken at the beginning of the meeting for the remote attendees and a printout will be captured from the screen at the completion of the meeting. Please remain connected until we capture that information.

To participate select one of the following options: If you do not have a microphone on your PC you will need to select both options.

REMOTE ACCESS

[Join Hangouts Meet](#)


meet.google.com/ejn-fppz-feo

[Join by phone](#)

+1 601-869-6242 PIN: 759 612 335#

END OF ADDENDUM

Authorized by: _____


Melissa M. Wendel, CPPO
Procurement Manager

Distribution

Gregory S. Hagen, Legal
Mark Fisher, Development
Brian Lytle, Development
Terri L. Bortz, Purchasing



LEE COUNTY PORT AUTHORITY
LEE COUNTY, FLORIDA

ADDENDUM #2
ISSUED March 30, 2020

Request for Letters of Qualifications (LOQ) 20-36TLB
Construction Engineering & Inspection (CEI) Services for Terminal Expansion Project

Firms and other interested parties are officially informed that the above-referenced Request for Letters of Qualifications is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced LOQ. **Receipt of this addendum must be acknowledged on Form 1, Respondent's Certification.**

Item 1. Section C. Content and Organization of Letters of Qualifications, C.01 Evaluation Criteria. Add the following paragraph to the end of Section C.01:

Pursuant to Board policy direction, the Port Authority desires to spread available work among qualified firms when possible and to offer opportunities for firms to gain airport experience which will offer the Port Authority a broader pool of qualified consultants available for future airport work. Therefore, the workload of firms that are currently heavily committed to Port Authority projects will be evaluated along with the expected continued workload to be experienced during the term of a contract resulting from this Request for Letters of Qualifications.

Item 2. Mandatory Pre-LOQ Meeting – Power Point.

A typographical error appears on Slide 38 of the PowerPoint presented at the Mandatory Pre-LOQ meeting. Change the date from April 16, 2010 to April 16, 2020.

Add the following bullet point to Slide 39. * **Current Workload with Port Authority**

Item 3. Section B. Contract Information and Scope of Services, Item B.03, Scope of Professional Services. Add the following to the bulleted list appearing on page 13:

- Perform 3rd party private provider inspection services on behalf of the Lee County Building Department.
- Submit all information required by Lee County and Florida Statutes that is required to perform these services in a timely manner.

Item 4. Attachment A and B, Design Summary Documents.

Design summary documents are attached. Respondents shall incorporate the design summary documents into LOQ 20-36TLB as Attachment A, Airport Terminal Expansion and Attachment B, Airport Remote Loading Dock.

Item 5. Submittals Due. The deadline for submission of Letters of Qualifications is postponed. The Authority will be requiring the submission of LOQ's to be electronic and it is currently developing standards by which this must be done. Once those standards are established, the Authority will issue an additional addendum reestablishing the LOQ due date and setting forth instructions for submission.



Item 6. QUESTIONS & RESPONSES - The following questions were received by potential respondents on or before the date and time set for receipt of clarification requests. Responses are provided as follows:

Q1. Can a firm submit for the CEI Services for RSW Terminal Expansion contract as a Prime and also as a sub consultant to another firm?

A. Yes. The Authority is only reviewing the qualifications of the prime consultant. Subconsultants' information is not being requested or considered as part of the selection process.

Q2. Would the Authority provide a copy of the LCPA contract and/or contract template for this project?

A. A draft of the agreement will be provided in a future Addendum.

Q3. Would the Authority provide a copy of the expansion plans: for facility and site?

A. No. However, Design Summary Documents are included with this addendum.

Q4. Although oral presentations are scheduled (if needed), will the Authority provide the scoring criteria for presentation?

A. Refer to Section D, Evaluation of LOQ's for information regarding evaluation of the Letters of Qualifications.

Q5. Will the Authority be providing a list of the attendees (in person, via phone) who "attended" the mandatory prebid meeting of 03/16/20?

A. The attendance sheet is included as part of this addendum.

Q6. If the Governor (FL) does a mandatory non-essential business shut-down requirement, how does that affect the submittal process & established timeline for this project?

A. See Item 5.

END OF ADDENDUM

A handwritten signature in blue ink, appearing to read "Melissa M. Wendel".

Melissa M. Wendel, CPPO
Procurement Manager

Distribution

Gregory S. Hagen, Legal
Mark Fisher, Development
Emily Underhill, Development
Kristina Whitmire, Development
Terri L. Bortz, Procurement Agent



SECTION C

CONTENT AND ORGANIZATION OF LETTERS OF QUALIFICATIONS

The information each Respondent provides will be used to determine the most qualified Respondents and those with perceived ability to perform the scope of services as stated in this Request for Letters of Qualifications, which may best overall meet the needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both ability and benefit to the Authority. For more information, refer to Section D, Evaluation of LOQs.

C.01 EVALUATION CRITERIA

The following criteria will be used to evaluate each Respondent:

Understanding of the intent and scope of the construction project; understanding of unique project issues; approach to project management and the Quality Assurance/Quality Control aspect of the Project; experience and qualifications of key personnel; past record and performance; experience with similar projects; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; ability to furnish the required services; and, volume of work previously awarded to each Respondent.

The information submitted in response to this Request for Letters of Qualification serves as the established evaluation criteria when determining the selection of a successful Respondent and award of future work under this Request for Letters of Qualifications.

Partial funding for services required under this agreement has been secured through approved Passenger Facility Charges. And, at this time the Authority is requesting state grant funds for tasks and projects that may be awarded under any agreement resulting from this Request for Qualifications. Pursuant to Florida Statutes Section 255.0991, in order to maintain grant eligibility of the contract projects and tasks as future grant funds are requested and ultimately secured, a local preference does not apply to this competitive solicitation. Pursuant to Board policy direction, the Port Authority desires to spread available work among qualified firms when possible and to offer opportunities for firms to gain airport experience which will offer the Port Authority a broader pool of qualified consultants available for future airport work. Therefore, the workload of firms that are currently heavily committed to Port Authority projects will be evaluated along with the expected continued workload to be experienced during the term of a contract resulting from this Request for Letters of Qualifications.

C.02 INFORMATION TO BE SUBMITTED

The information identified in this Section C must be contained within your LOQ. The contents of each LOQ must be **separated** and **arranged with tabs in an 8.5" x 11" format and in the same order and following the same format as listed in this Section C.**, identifying the response to each specific item.

SCHEDULE MILESTONES

➤ April 16, 2020	Advertise Construction Bids
➤ June 16, 2020	Construction Bids Due
➤ September 3, 2020	Board Approval – All Contracts
➤ October 1, 2020	NTP for Construction
➤ February 2, 2022	Remote Loading Dock Complete
➤ June 1, 2022	Temporary Concourse Checkpoint Opening
➤ July 13, 2023	New 16 Checkpoint Opens
➤ October 1, 2023	Overall Substantial Completion
➤ December 1, 2023	Final Project Completion



EVALUATION CRITERIA

- Understanding of intent and scope of project
- Understanding of unique project issues
- Approach to Quality Assurance aspect of project
- Experience and qualifications of key personnel
- Past performance and record
- Experience with similar projects
- Willingness to meet project schedule demands
- Recent, current, and projected workload
- Ability to furnish required services
- Volume of work previously awarded
- **Current Workload with Port Authority**



Addendum #2 – Item 3.

LOQ 20-36TLB - CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES
FOR RSW TERMINAL EXPANSION PROJECT



Services to be provided are outlined below:

- Engineering Inspections
- Threshold Inspections
- Quality Assurance Sampling and testing of materials
- Geotechnical Testing and Analyses
- Laboratory Testing
- Earthwork Inspection & Testing
- Concrete Inspection & Testing
- Asphalt Inspection & Testing
- Auger Cast Pile Installation Inspection & Testing
- Welding Inspection
- On-site inspections
- Systems commissioning
- Coordination of Submittals
- Coordinate RFI Responses
- Attendance at regularly scheduled construction progress meetings
- Cost Estimating and Budgeting
- Coordinate and Review Design changes with Engineer of Record
- Surveying and Mapping/Check Survey Control items
- Project Reporting and Presentations
- Furnish and implement a Quality Assurance Plan
- Monitor contractors quality control plan
- Equipment for Field Inspection Services
- Maintain records of all activities
- Track schedule progress
- Reviewing proposed contract amendments & make recommendations
- Review of monthly CM/GC pay applications
- Certification of final estimates/final payment
- Serving as the Authority's Field Representative for technical matters
- Management of various sub consultant engineering subcontracts and disciplines under the CEI
- Assist in change order evaluation
- Assist in claims evaluation
- Document progress of work
- Provide assistance to owners Public Relations contact
- Certification of final estimate
- Document and track as-built conditions and provide final redline plans to Engineers or Record
- Post construction claims review
- Prepare for arbitration hearings or litigation
- All other duties related to the services outlined above and as deemed necessary to the Port Authority to successfully accomplish an airport development project
- Perform 3rd party private provider inspection services on behalf of the Lee County Building Department.
- Submit all information required by Lee County and Florida Statutes that is required to perform these services in a timely manner.



LEE COUNTY PORT AUTHORITY
LEE COUNTY, FLORIDA

**ADDENDUM #3
ISSUED April 6, 2020**

**Request for Letters of Qualifications (LOQ) 20-36TLB
Construction Engineering & Inspection (CEI) Services for Terminal Expansion Project**

Firms and other interested parties are officially informed that the above-referenced Request for Letters of Qualifications is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced LOQ. **Receipt of this addendum must be acknowledged on Form 1, Respondent's Certification.**

Item 1. PUBLIC PURCHASE: The "End Date" according to the information posted on Public Purchase was set as April 6, 2020, at 2:00 p.m. at the time LOQ 20-36TLB was initially broadcast on Public Purchase.

This Addendum is issued to change the "End Date" to April 30, 2020. The purpose for this change is to avoid an automated close of the posting based on the April 6 date. This change is made solely because Public Purchase is unable to support an undefined date and Public Purchase will automatically close the LOQ based on the April 6 date if no change is made.

There is no other reason for establishing the end date as April 30, 2020. Resetting the Public Purchase 'End Date' avoids an automated close of the LOQ.

Item 2. SUBMITTALS DUE: The deadline for submission of Letters of Qualifications is postponed. The Authority will be requiring the submission of LOQ's to be electronic and it is currently developing standards by which this must be done. **Once those standards are established, the Authority will issue an additional addendum reestablishing the LOQ due date and setting forth instructions for submission.**

END OF ADDENDUM

Melissa M. Wendel, CPPO
Procurement Manager

Distribution

Gregory S. Hagen, Legal
Mark Fisher, Development
Emily Underhill, Development
Kristina Whitmire, Development
Terri L. Bortz, Procurement Agent



ADDENDUM #4

ISSUED April 24, 2020

Request for Letters of Qualifications (LOQ) 20-36TLB Construction Engineering & Inspection (CEI) Services for RSW Terminal Expansion Project

Firms and other interested parties are officially informed that the above-referenced Request for Letters of Qualifications is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above referenced LOQ. **Receipt of this addendum must be acknowledged on Form 4, Respondent's Certification.**

- Item 1. TERMINAL EXPANSION PROJECT DELAY:** The COVID-19 pandemic has caused a direct and detrimental financial impact to the Lee County Port Authority. As a result the RSW Terminal Expansion construction project which was anticipated to begin October 1, 2020, will be temporarily deferred. However, it is the desire of the Port Authority to proceed with this LOQ 20-36TLB in order to contract with, and position a CEI firm, to provide services at a later construction start date. At this time, the Port Authority has delayed the project for one (1) year, utilizing the exact same project schedules as previously prepared with dates delayed exactly one (1) year. Depending on a variety of factors, such as the duration of COVID-related impacts and the time for recovery of flight and passenger activity at RSW, the project could be reinitiated earlier.
- Item 2. MANDATORY PRE-LOQ MEETING ON MARCH 16, 2020:** In consideration of the current extraordinary circumstances, staff has decided to move forward with the pending solicitation but to waive attendance at the Mandatory Pre-LOQ Meeting making the March 16, 2020, meeting a Non Mandatory Pre-LOQ meeting.

AMENDMENTS

- Replace cover page, with revised cover page
- Replace page one, with revised page one
- Replace page two, with revised page two
- Replace page three, with revised page three
- Replace page 23, with revised page 23

END OF ADDENDUM

Melissa M. Wendel, CPPO
Procurement Manager

Distribution

Gregory S. Hagen, Legal
Mark Fisher, Development
Emily Underhill, Development
Kristina Whitmire, Development
Terri L. Bortz, Purchasing



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

REQUEST FOR LETTERS OF QUALIFICATIONS (LOQ) 20-36TLB
FOR
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES
FOR RSW TERMINAL EXPANSION PROJECT

DATED: March 5, 2020

DESIGNATED PURCHASING OFFICE CONTACT

Terri Bortz, Procurement Agent

Telephone (239) 590-4554

Email: tlbortz@flylcpa.com

NON Mandatory Pre-Submittal Meeting:

Monday, March 16, 2020, at 1:00 p.m., local time

Wright Brothers

Questions/Clarification Requests Deadline:

Friday, March 20, 2020 at 5:00 p.m., local time

Submittals Due:

~~Monday, April 6, 2020, at 2:00 p.m., local time~~

Wednesday, May 13, 2020, at 2:00 p.m., local time

~~Amelia Earhart~~



NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as "Authority") invites the submission of Letters of Qualifications (LOQ) from interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide the services as specified in this Request for Letters of Qualifications.

The following key dates have been established for the pre-submittal meeting, Letters of Qualification opening and the deadline for submitting any requests for clarification of any information contained within this Request for Letters of Qualifications. Changes in these dates will be made only by official addendum.

PRE-SUBMITTAL MEETING

**** A NON MANDATORY** Pre-Submittal Meeting has been scheduled for 1:00 p.m., local time on Monday, March 16, 2020, at Southwest Florida International Airport, Wright Brothers Conference Room, 3rd floor, 11000 Terminal Access Road, Fort Myers, Fla. 33913-8899.

~~**THIS PRE-SUBMITTAL MEETING IS MANDATORY. LOQs will not be considered from firms that did not attend the mandatory meeting.**~~

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Letters of Qualifications and to answer any questions potential responding firms may have about the Request for Letters of Qualifications.

At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Letters of Qualifications.

DEADLINE FOR CLARIFICATION REQUESTS

Friday, March 20, 2020, by 5:00 p.m., local time is the deadline for interested parties to submit requests for clarification of any information contained in this Request for Letters of Qualifications. All inquiries, suggestions or requests pertaining to this Request for Letters of Qualifications must be submitted to the designated contact in the Lee County Port Authority Purchasing Office by this time (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Respondents, while ensuring an expeditious selection process.

DUE DATE, TIME, AND PUBLIC OPENING:

~~**Sealed Letters of Qualifications must be received at Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, no later than 2:00 p.m., local time on Monday, April 6, 2020. Submittals will be publicly opened in the Amelia Earhart Conference Room on the 3rd floor of the terminal building.**~~

The Authority is accepting electronic submittals on Wednesday, May 13, 2020, by 2:00 p.m., local time through Public Purchase electronic solicitation system at <https://www.publicpurchase.com>. Submittals will be accepted up until the date and time indicated on the cover sheet of this Request for Letters of Qualifications. Hard copy or LOQs sent electronically directly to the Authority will not be accepted. Faxed LOQs will not be accepted.

Replace page two (2) paper submission instructions with revised page two (2) electronic submission instructions



SECTION A
INSTRUCTIONS TO RESPONDENTS

~~The Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive sealed LOQs from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services as described in this Request for Letters of Qualifications. In order to receive consideration, respondents must meet the minimum qualifications and comply with the Instructions to Respondents contained in this Section A.~~

A.01 PUBLIC OPENING OF SEALED LOQS

~~Sealed letters of qualifications received after the stated time and date for the public opening will not be considered. It is the sole responsibility of the respondent to have their LOQ delivered to the location of the public opening on or before the stated time and date. If an LOQ is sent by U.S. Mail or other delivery service, the respondent will be responsible for its timely delivery to the opening location. LOQs delayed by mail or delivery service will not be considered, will not be opened at the public opening and arrangements will be made for their return at the respondent's request and expense.~~

~~No review or analysis of the submitted LOQs will be conducted at the public opening. At the opening, the Authority will make public the names of the respondents submitting an LOQ and the city and state in which they reside.~~

~~The Authority will not discriminate against individuals with disabilities. In accord with the Americans with Disabilities Act, any person requiring special accommodations for attendance at the public opening, or any other meeting described herein, should contact the designated Purchasing Office representative listed on the cover page of this solicitation document at least five (5) days before the meeting.~~

A.02 SUBMISSION OF SEALED LOQS

~~The contents of your sealed LOQ package must include:~~

- ~~• One (1) original clearly marked 'Original' and labeled with the proposing firm name and address, and;~~
- ~~• Eight (8) identical hard copies which clearly identify the responding firm and are each marked 'Copy', and;~~
- ~~• One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. Do not password protect or otherwise encrypt the electronic submission.~~

~~All physical and electronic copies must be identical. In the case of discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Respondents must submit the complete LOQ in one sealed package clearly marked "LOQ 20-36TLB: CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR RSW TERMINAL EXPANSION" with the return address of your company clearly marked on the outside.~~

~~ALL ADDENDA SHALL BECOME PART OF THE LOQ DOCUMENTS BY ACKNOWLEDGING THE ADDENDUM NUMBER AND DATE ISSUED ON FORM 4.~~

~~Electronically submitted or faxed LOQs will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.~~



SECTION A **INSTRUCTIONS TO RESPONDENTS**

Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive LOQs from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services as described in this Request for Letters of Qualifications. In order to receive consideration, respondents must meet the minimum qualifications and comply with the Instructions to Respondents contained in this Section A.

A.01 REMOTE OPENING OF ELECTRONIC LOQS

Requests for Letters of Qualifications will be electronically opened and read publicly after the opening date and time published on the cover page of this LOQ. 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. Respondents, their authorized agents and other interested persons are invited to attend the LOQ opening through electronic means by using the link to the meeting that is provided on the cover page of this Request for Letters of Qualifications.

No review or analysis of the submitted LOQs will be conducted at the public opening. At the opening, the Authority will make public the names of the respondents submitting an LOQ and the city and state in which they reside.

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

A.02 SUBMISSION OF LETTERS OF QUALIFICATIONS

The Authority is accepting electronic Letters of Qualifications submittals by way of the Public Purchase website at www.publicpurchase.com prior to the deadline is solely and strictly the responsibility of the Respondent. Hard copy LOQs and/or faxed LOQs will not be accepted.

All documents shall be PDF/A and ADA compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant; the document must be text searchable and have a minimum resolution of 300 dpi. Submittals 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/A file.

Respondents are responsible for taking all necessary steps to ensure their LOQ is received by the due date and time. The Authority is not responsible for missing, lost or delayed Letters of Qualifications that result in the LOQ arriving after the time due.

A.03 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider Public Purchase at publicpurchase.com, to distribute solicitation documents including addenda and LOQ results. Interested parties must register to receive this information free of charge by contacting Public Purchase Support at 866-277-2645, or by registering at publicpurchase.com or by calling the Purchasing Office at (239) 590-4556.

A.03 continuation

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

In addition, the LOQ and all related documents may be obtained by contacting the designated Purchasing Office representative indicated on the cover page.

A.04 QUESTION AND CLARIFICATION PERIOD

Each respondent must examine all Request for Letters of Qualifications solicitation documents and must judge all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation documents must be made in writing and sent to the designated Purchasing Office representative by the date and time stated. All questions received and responses given will be provided in the form of a written addendum to this Request for Letters of Qualifications. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby interpretation, clarification or additional information can be given.

All inquiries, suggestions or requests pertaining to the Request for Letters of Qualifications must be received by the designated Purchasing Office representative on or before the deadline for clarification requests. The Authority will not respond to inquiries received past the published deadline.

A.05 ADDENDA

Interpretations, corrections or changes made by the Authority to this Request for Letters of Qualifications will be made by written addenda. It shall be the responsibility of the Respondent, prior to submitting its LOQ, to review all addenda posted on Public Purchase or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into Respondent's submittal.

A.06 LOQ EXPENSES

All costs incurred by Respondent(s) in responding to this Request for Letters of Qualifications and in participating in any interviews, presentations, and/or demonstrations, including travel, shall be borne entirely by the Respondent.

A.07 BINDING OFFER

A submitted LOQ made pursuant to this Request for Letters of Qualifications will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties are negotiated satisfactorily. The submission of a LOQ shall be taken as prima facie evidence that the Respondent has fully familiarized itself with the contents of this Request for



In its review, the Staff Evaluation Committee may take some or all of the following actions:

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

D.04 TENTATIVE SCHEDULE

The following tentative schedule is established for this solicitation. Notices of the receiving due date, staff evaluation committee, ASMC and Board of Port Commissioners meetings are posted at <https://www.flylcpa.com/legalnotices/>. Please refer to the website for specific information and any possible changes to the event(s):

<u>March 16, 2020:</u>	NON Mandatory Pre-Submittal Meeting at 1:00 p.m., local time, Wright Brothers
<u>March 20, 2020:</u>	Questions/Clarification Deadline by 5:00 p.m., local time
<u>April 6, 2020:</u> <u>May 13, 2020:</u>	LOQ Receiving DUE PRIOR to 2:00 p.m., local time
<u>April 21, 2020:</u> <u>June 12, 2020:</u>	Staff Evaluation Committee Meeting at 9:00 a.m., local time
<u>May 19, 2020:</u> <u>July 21, 2020:</u>	ASMC Meeting – Accept Staff Evaluation recommendations or draw order of oral presentations
<u>June 16, 2020:</u> <u>August 18, 2020:</u>	ASMC Meeting – Oral Presentations (if required)
<u>June 25, 2020:</u> <u>September 13, 2020:</u>	Board of Port Commissioners Meeting review ASMC recommendations & approve vendor selection
<u>August 18, 2020:</u> <u>October 20, 2020:</u>	ASMC Meeting contract review/approval
<u>September 3, 2020:</u> <u>November 5, 2020:</u>	Board of Port Commissioners Meeting contract review/approval

END OF SECTION D

References for A2Group, Inc.

FIRM Reference: Greater Orlando Aviation Authority

FIRM Reference: NV2A Group LLC

PM Reference: Greater Orlando Aviation Authority

PM Reference: NV2A Group LLC



FORM 3: FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
	Firm Name:	A ² GROUP, INC.	Purchasing Agent: <u>Terri Bortz</u> Due Date: <u>before April 6, 2020</u>
	Project/Contract Name:	MIAMI INT. AIRPORT - SOUTH TERMINAL EXP.	Total # Pages: Phone: 239-590-4554 Email: <u>tbortz@flylcpa.com</u>
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	Reference Information – (To be filled out by person providing reference)	
	Name & Title:	JESUS R. VAZQUEZ - CHIEF OPERATING OFF.	
	Company:	NV2A GROUP LLC	
	Email:	JVAZQUEZ@NV2AGROUP.COM	
	Phone:	(305) 986-	
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project/contract?		
	SNR PROJECT MANAGER - CONSTRUCTION MANAGER		
	2. Describe the services provided by the firm.		
	MANAGED & COORDINATED THE TRADE CONTRACTORS		
	3. How responsive was the firm in providing necessary resources to the Project Manager?		
	VERY RESPONSIVE		
	4. How was the relationship between this firm and subconsultants and other project team members?		
	VERY GOOD TO EXCELLENT		
	5. Was the project completed on time and under budget?		
	YES		
	6. How quickly did the firm respond to questions from the Owner regarding the project?		
	WITHIN THE EXPECTED TIME FRAME		
	7. In your opinion, what was a strength exhibited by the firm?		
	COLLABORATION		
	8. Was the firm proactive in resolving issues?		
	VERY PROACTIVE		
	9. Was the firm accountable for project mistakes that were brought to their attention?		
	YES		
	10. Would you hire this firm again?		
	MOST DEFINITELY		
	11. Additional comments or feedback.		
	GREAT TEAM PLAYER		



FORM 2: PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please complete and return to:
	Project Manager Name:	ALBERTO G. RIBLS, P.E.	Purchasing Agent: <u>Terri Bortz</u>
	Firm Name:	A ² GROUP, INC.	Due Date: <u>before April 6, 2020</u>
	Project/Contract Name:	MIA - SOUTH TERMINAL EXP.	Total # Pages:
	Phone:	(941) 206-2288 x 1040	Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3			
	Section 2	Reference Information (To be filled out by person providing reference)	
Name of Person Providing Reference:	JESUS R. VAZQUEZ		
Firm Name:	HV2A GROUP LLC.		
Title:	CHIEF OPERATING OFFICER		
Phone:	(305) 986-6893		
	Section 3	**** PROJECT MANAGER REFERENCE QUESTIONS****	
	1. What was your job title and role during the referenced project?		
	SNR PROJECT MANAGER - CONSTRUCTION MANAGER		
	2. Describe the services provided by the Project Manager.		
	MANAGED & COORDINATED THE TRADE CONTRACTORS		
	3. Was the Project Manager effective in leading the entire project team including sub consultants?		
	YES		
	4. How responsive and responsible was the Project Manager on this project?		
	VERY RESPONSIVE		
	5. Was the project completed on time and under budget?		
	YES		
	6. How quickly did the Project Manager respond to questions from the Owner regarding the project?		
	WITHIN THE ALLOTTED TIME		
	7. How was the relationship between the Project Manager and other members of the project team?		
	VERY GOOD		
	8. In your opinion, what was a strength exhibited by the Project Manager during this project?		
	COLLABORATION		
	9. Was the Project Manager proactive in resolving issues?		
	VERY PROACTIVE		
	10. Would you hire this Project Manager again for one of your projects?		
	YES		
	11. Additional comments or feedback.		
	GREAT TEAM PLAYER		



FORM 3: FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
	Firm Name:	TKW Consulting Engineers, a CONSOR Company	Purchasing Agent: <u>Terri Bortz</u> Due Date: <u>before April 6, 2020</u>
	Project/Contract Name:	RSW Air Traffic Control Tower Threshold Inspections	Total # Pages: Phone: 239-590-4554 Email: tbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	Reference Information – (To be filled out by person providing reference)	
	Name & Title:	Joe Glowacki, PE, Associate Vice President, Transportation, Aviation	
	Company:	AECOM	
	Email:	joe.glowacki@aecom.com	
	Phone:	714-323-9536	
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project/contract?		
	Program Manager for project		
	2. Describe the services provided by the firm.		
	Building threshold inspection services		
	3. How responsive was the firm in providing necessary resources to the Project Manager?		
	Very responsive		
	4. How was the relationship between this firm and subconsultants and other project team members?		
	Firm worked well with entire team (Owner, FAA, contractors, engineers)		
	5. Was the project completed on time and under budget?		
	Project currently on schedule		
	6. How quickly did the firm respond to questions from the Owner regarding the project?		
	Responded adequately		
	7. In your opinion, what was a strength exhibited by the firm?		
	Specific subject matter knowledge and experience		
	8. Was the firm proactive in resolving issues?		
	Yes		
	9. Was the firm accountable for project mistakes that were brought to their attention?		
	None noted; but firm open to project related suggestions		
	10. Would you hire this firm again?		
	Yes		
	11. Additional comments or feedback.		
	Have also utilized other TKW services on several other projects successfully (design, CA)		

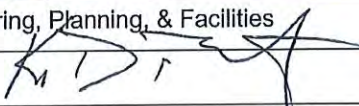


FORM 2: PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING	Section 1	<u>Project Manager Information</u> (to be filled out by LOQ Respondent)	Please complete and return to:
	Project Manager Name:	Adam Davie, P.E.	Purchasing Agent: <u>Terri Bortz</u>
	Firm Name:	Owen Ames Kimball Company	Due Date: <u>before April 6, 2020</u>
	Project/Contract Name:	Naples Airport TXWY A & D Expansion	Total # Pages:
	Phone:	239-707-9212	Phone: 239-590-4554 Email: tlbortz@flylcpa.com
You or your firm has been provided as a reference for the Project Manager listed above. Please complete sections 2 and 3			
	Section 2	<u>Reference Information (To be filled out by person providing reference)</u>	
	Name of Person Providing Reference:	Kerry Keith	
	Firm Name:	Naples Airport Authority	
	Title:	Senior Director of Airport Development & Facilities	
	Phone:	239.643.0733	
	Section 3	***** PROJECT MANAGER REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project? Sr. Director of Development and Facilities		
	2. Describe the services provided by the Project Manager. Adam was responsible for the extension of Taxiway A and runup pad		
	3. Was the Project Manager effective in leading the entire project team including sub consultants? Yes, the project was well organized and effectively run.		
	4. How responsive and responsible was the Project Manager on this project? The PM was responsive to change requests and unexpected changes		
	5. Was the project completed on time and under budget? The project was on time and under budget		
	6. How quickly did the Project Manager respond to questions from the Owner regarding the project? The PM was responsive to owner requests and changes		
	7. How was the relationship between the Project Manager and other members of the project team? All members appeared to work well together in a coordinated manner		
	8. In your opinion, what was a strength exhibited by the Project Manager during this project? Project knowledge, scheduling, and response to issues with a solution.		
	9. Was the Project Manager proactive in resolving issues? Adam was proactive in resolving problems by having a solution when describing the issue.		
	10. Would you hire this Project Manager again for one of your projects? Yes		
	11. Additional comments or feedback. Knowledgeable, easy to work with, and an apparent good relationship with and respect of the crews and subcontractors.		



FORM 3: FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	Firm Reference Information (To be filled out by LOQ Respondent)	Please complete and return to:
	Firm Name:	EG Solutions, Inc	Purchasing Agent: <u>Terri Bortz</u> Due Date: <u>before April 6, 2020</u>
	Project/Contract Name:	Loading Bridges Installation	Total # Pages: Phone: 239-590-4554 Email: tbortz@flylcpa.com
You or your firm has been requested to provide a reference for the firm and project listed above. Please complete Sections 2 and 3			
	Section 2	Reference Information – (To be filled out by person providing reference)	
	Name & Title:	Kent D Bontrager, Vice-president of Engineering, Planning, & Facilities	
	Company:	Sarasota Manatee Airport Authority 	
	Email:	kent.bontrager@srq-airport.com	
	Phone:	941-359-2770 Ext. 4271	
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced project/contract?		
	See above		
	2. Describe the services provided by the firm.		
	The firm provided a resident project representative during construction, and also prepare closeout documents.		
	3. How responsive was the firm in providing necessary resources to the Project Manager?		
	RPR was present during construction and provided field reports to engineer/owner.		
	4. How was the relationship between this firm and subconsultants and other project team members?		
	No issues or concerns.		
	5. Was the project completed on time and under budget?		
	Project was completed on budget, but extension was required to complete all punchlist items.		
	6. How quickly did the firm respond to questions from the Owner regarding the project?		
	Satisfactorily.		
	7. In your opinion, what was a strength exhibited by the firm?		
	Knowledge of FDOT and FAA grant requirements including federal requirements (Davis Bacon, Buy American, etc.)		
	8. Was the firm proactive in resolving issues?		
	Yes		
	9. Was the firm accountable for project mistakes that were brought to their attention?		
	Yes		
	10. Would you hire this firm again?		
	Yes		
	11. Additional comments or feedback.		



FORM 2: PROJECT MANAGER REFERENCE CHECK (Please Print Legibly)

PROJECT MANAGER REQUESTING	Section 1	Project Manager Information (to be filled out by LOQ Respondent)	Please complete and return to:
	Project Manager Name:	Charlie Wilson	Purchasing Agent: <u>Terri Bortz</u>
	Firm Name:	EG Solutions, Inc	Due Date: <u>before April 6, 2020</u>
	Project/Contract Name:	Ashton Place ACLF	Total # Pages:
	Phone:	941-567-1622	Phone: 239-590-4554
			Email: <u>tbortz@flylcpa.com</u>

You or your firm has been provided as a reference for the Project Manager listed above.
Please complete sections 2 and 3

Section 2	Reference Information (To be filled out by person providing reference)
Name of Person Providing Reference:	Paul Finerty
Firm Name:	Ashton Place assisted living
Title:	Owner / administrator / LON
Phone:	941-922-2722 wk 941-928-8545 cell

Section 3 *** PROJECT MANAGER REFERENCE QUESTIONS*******

1. What was your job title and role during the referenced project?
Business owner working on all phases of construction of ACLF with Charlie and architect.
2. Describe the services provided by the Project Manager.
Bid acquisition, construction supervision, work with architect and myself.
3. Was the Project Manager effective in leading the entire project team including sub consultants?
Yes, very effective.
4. How responsive and responsible was the Project Manager on this project?
Very responsive and responsible. Efficient and clear lines of communication
5. Was the project completed on time and under budget?
On time and at stated cost.
6. How quickly did the Project Manager respond to questions from the Owner regarding the project?
Very quickly
7. How was the relationship between the Project Manager and other members of the project team?
Professional, collegial
8. In your opinion, what was a strength exhibited by the Project Manager during this project?
Broad experience in a variety of projects, organized, good communicator.
9. Was the Project Manager proactive in resolving issues?
Yes and he would generally present various choices to solve problems
10. Would you hire this Project Manager again for one of your projects?
Yes, without any reservation.
11. Additional comments or feedback.
He is the total package with no perceivable weaknesses.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a federal grant (Other Transaction Agreement - OTA) between the United States of America, as represented by the Transportation Security Administration (TSA), and the Lee County Port Authority for \$3,249,358.02 to partially reimburse the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** This OTA provides partial reimbursement to the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.

5. **CATEGORY:** 17.
Consent Agenda

6. **ASMC MEETING DATE:** 10/20/2020

7. **BoPC MEETING DATE:** 11/5/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

The design of the RSW Midfield Terminal Complex (MTC) began in 1999 and was nearing completion when the terrorist attacks of September 11, 2001, occurred. The original design envisioned up to 18 individual airline-by-airline conveyor systems taking bags from each airline's curbside check-in and ticket counters to their individual airline bag make-up areas. As a result of the 9/11 attacks, the creation of the Homeland Security Department and the Transportation Security Administration (TSA), and subsequent federal security mandates that all passenger luggage be screened, the RSW Midfield Terminal bag system had to be completely redesigned. The new design was a state-of-the-art common use automated baggage handling system utilizing the latest technology, which allowed the TSA to efficiently screen all bags. Unlike the original system, which was simply 18 independent conveyors, the new system would co-mingle all airline bags and electronically read bag tags, measure bag length and width, adjust belt speeds, as well as utilize complicated software programs to automatically guide a bag through various levels of TSA screening and ultimately to its final airline destination.

The RSW Midfield Terminal opened on September 9, 2005 and was the sixth such automated in-line baggage handling system to be designed and installed at any airport in the US since 9/11. Costs for the design and construction changes (\$21 million) were incorporated into the existing MTC contracts and absorbed within the Board-approved Total Project Budget. Port Authority staff has been diligently working with TSA and Congress for reimbursement of the costs to install

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** (7-0)
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

Background (continued)

this legacy system. To date, TSA has provided a portion of the \$21 million requested reimbursement, which includes \$4 million in 2005, \$4,061,697.53 in 2018, and \$3,249,358.02 in both 2019 and 2020 - a total of \$14,560,413.57 since 2005.

LCPA staff continues to work with Congress and TSA to secure the additional reimbursement funds. In 2019 the Board authorized the Executive Director to approve OTA's related to this item on behalf of LCPA. As it relates to the FY20 OTA, the Executive Director signed the required document as the TSA requested it be returned within fifteen business days after the Port Authority received the notice of award. The Port Authority requests the Board to ratify this action.

Attachment:

RSW Reimbursement OTA FY20

 Transportation Security Administration		<u>OTHER TRANSACTION AGREEMENT</u>	
OTA NUMBER		REQUISITION NUMBER	
OTA Number: 70T04019T9CAP1129 Modification Number: P0002		2120200AP1156	
ISSUED TO		ISSUED BY	
Name: Lee County Port Authority Southwest Florida Airport (RSW) Address: Lee County Port Authority 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899 DUNS: 781566419		Kenneth Garthe, Contracting Officer Transportation Security Administration 701 S. 12 th St Arlington, VA 20598-6025 Email: Kenneth.Garthe@tsa.dhs.gov	
PROGRAM TITLE			
Program Office: Acquisition Program Management Program: Electronic Baggage Screening Program Period of Performance: Date of Award through February 3, 2022 PSC: C1BE, Architect and Engineering – Construction: Airport Terminals			
FISCAL DATA			
PR Number: 2120200AP1156 Accounting Line: 5.PC202B010D.2020.SWE045.GE0137.1704.7672.720OAP.5903001118030000.251B Obligated Amount: \$ 3,249,358.02			
PURPOSE			
In accordance with Article XII “Changes and/or Modifications,” the purpose of modification P00002 is to extend the period of performance by updating Article XV “Effective Date.” Update Article V “Distribution Value”, Article VI “Funding and Limitations”, and Article VII “Billing Procedure and Payment”. See following pages for details.			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF , the Parties have entered into this Agreement by their duly authorized officers.			
DocuSigned by:  80747EE3C2DD42D... Signature _____ Date _____		Kenneth Garthe, Branch Chief Digitally signed by Kenneth Garthe, Branch Chief Date: 2020.08.26 10:35:02 -04'00' Contracting Officer’s Signature _____ Date _____	
Ben R. Siegel, CPA,CM, Acting Executive Director PRINTED NAME AND TITLE		Kenneth Garthe, TSA Contracting Officer PRINTED NAME AND TITLE	

Approved as to Form for the Reliance of Lee County Port Authority Only.

By: Gregory S. Hazen
 Port Authority Attorney's Office

As a result of this modification, the following changes hereby take place:

1. ARTICLE XV – EFFECTIVE DATE

Article XI – “Effective Date” is hereby deleted and replaced with the following:

The effective date of this Agreement shall be the day immediately following execution by all parties listed on the pages below. This Agreement shall expire on February 3, 2022.

2. Update Article V – Distribution Value

Article V – Distribution Value is hereby updated to include the following paragraph:

“Upon execution of Modification P0002, TSA agrees to pay Airport, solely in the manner described in this Agreement and subject to its terms, an amount equal to **Three Million, Two Hundred Forty-Nine Thousand, Three Hundred Fifty-Eight Dollars and Two Cents (\$3,249,358.02)** (the Fiscal Year 2020 (FY20) “Distribution Value”) as reimbursement to the Airport that incurred eligible costs associated with the development of a partial or completed in-line baggage system initiated after November 19, 2001 and prior to August 3, 2007, and in consideration of a release of claims pursuant to Article X below.”

3. Update Article VI- Funding and Limitations

Article VI- Funding and Limitations is hereby updated with the following added to the end of Section A “Eligible Reimbursement Amount”:

“This modification, P0002, obligates the third *pro rata* distribution to the Airport in the amount of \$3,249,358.02.”

Section B “Payment Obligation” is hereby updated with the following:

Funds in the amount of \$3,249,358.02 are hereby obligated under P0002 to the accounting line below and made available for payment to the Airport via Article VII Billing Procedure and Payment.

P00002 Amount:

PR: 2120200AP1156

Accounting Line: 5.PC202B010D.2020.SWE045.GE0137.1704.7672.720OAP.
5903001016010000.251B/251B/TSA DIRECT/DEF. TASK

Amount: \$3,249,358.02

4. Article VII- Billing Procedure and Payment

Article VII- Billing Procedure and Payment is hereby updated to include the following language under Section A Payment/Performance Provisions:

70T04019T9CAP1129
P0002

“The Airport shall not invoice for P0002 payment until 14 days after P0002 award by the TSA Contracting Officer.”

5. All other terms and conditions of the subject agreement are in full force and effect and remain unchanged.

--- END 70T04019T9CAP1129 P0002 ---

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a state grant (Supplemental Joint Participation Agreement, Financial Project No. 441245-1-94-01) from the Florida Department of Transportation in the amount of \$4,775,000 for construction services associated with the Ticket Counter and Gate Podium Modernization at Southwest Florida International Airport.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Amends the current grant to add \$4,775,000 of state funding for the RSW Ticket Counter and Gate Podium Modernization project.

5. **CATEGORY:** 18.
Consent Agenda

6. **ASMC MEETING DATE:** 10/20/2020

7. **BoPC MEETING DATE:** 11/5/2020

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. BACKGROUND:

In early 2020, the RSW Passenger Check-in Modernization Project was successfully completed. This project added new dynamic digital signage throughout the terminal and upgraded the airline check-in ticket counters and gate podiums. As a result of continued coordination between the Port Authority and Florida Department of Transportation (FDOT) District One staff, a Supplemental Joint Participation Agreement (JPA) to the current JPA, Financial Project No. 441246-1-94-01, has been secured. This Supplemental JPA adds \$4,775,000 in state funds in FY2020/21 to reimburse the Port Authority for prior eligible construction costs associated with the RSW Ticket Counter and Gate Podium Modernization project. This brings FDOT's participation to date to \$5,200,000. The remaining amount of the \$13 million total cost was paid for with Passenger Facility Charge revenues.

Attachments:

Resolution

Supplemental Joint Participation Agreement

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 (7-0)**
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

RESOLUTION
FOR
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Supplemental Joint Participation Agreement (JPA) Financial Project No. 441246-1-94-01 with the Florida Department of Transportation.

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That Supplemental JPA Financial Project No. 441246-1-94-01 is approved.
2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the Supplemental JPA Financial Project No. 441246-1-94-01 with the Florida Department of Transportation.
3. That the Executive Director of the Lee County Port Authority is hereby authorized to approve any Supplementals to the PTGA on behalf of said Lee County Board of Port Commissioners, Lee County, Florida

The foregoing Resolution was offered by Commissioner _____ who motioned for 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07
 PUBLIC TRANSPORTATION
 12/18

Number: One

Page 1 of 5

Financial Project No(s): <u>441246-1-94-01</u> <hr/> (item-segment-phase-sequence) Contract No.: <u>G0K77</u>	Fund: <u>DPTO, DDR</u> Function: <u>215</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088719</u> Object Code: <u>751000</u> Org. Code: <u>55012020129</u> Vendor No.: <u>VF650717520004</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u>		Catalog of State Financial Assistance Number: <u>55.004</u>
CFDA Title: <u>N/A</u>		CSFA Title: <u>Aviation Development Grants</u>

THIS AGREEMENT, made and entered into on _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department,
 and the Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913
 hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on May 17, 2017, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$10,400,000.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.0 Project Description: The project description is amended

to include additional state and local funds to accommodate for the construction phase of the project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased / decreased by \$9,550,000.00
bringing the revised total cost of the project to \$10,400,000.00.

Paragraph 4.00 of said Agreement is increased/ decreased by \$4,775,000.00
bringing the Department's revised total cost of the project to \$5,200,000.00.

3.00 Amended Exhibits:

Exhibit(s) B and D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 16.00 of said Agreement contract is scheduled to expire on 12/31/2020; no extension granted.

5.00 E-Verify

Vendors/Contractors:

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

Financial Project No(s): 441246-1-94-01

Contract No. G0K77

Agreement Date: _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated May 17, 2017 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

Lee County Port Authority
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller



SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

John M. Kubler, P.E.
DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development
TITLE

Financial Project No(s): 441246-1-94-01

Contract No. GOK77

Agreement Date: _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and the Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Project cost is increased to account for the construction phase of the project. Match ratio between state and local funds is 50/50.

I.	<u>Project Cost:</u>	<u>As Approved</u>	<u>As Amended</u>	<u>Net Change</u>
		\$5,000,000.00	\$10,400,000.00	\$5,400,000.00
	Total Project Cost	\$5,000,000.00	\$10,400,000.00	\$5,400,000.00
II.	<u>Fund Participation:</u>	<u>As Approved</u>	<u>As Amended</u>	<u>Net Change</u>
	Department:	\$425,000.00	\$5,200,000.00	\$4,775,000.00
	Agency:	\$4,575,000.00	\$5,200,000.00	\$625,000.00
	Total Project Cost	\$5,000,000.00	\$10,400,000.00	\$5,400,000.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY2017	\$425,000.00	FY	\$
FY2021	\$4,775,000.00	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$
FY	\$	FY	\$

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Special Considerations

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. 3-12-0135-056-2020) from the Federal Aviation Administration in the amount of \$14,537,517 for construction services associated with the Rehabilitation of Airside Pavement at RSW.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides \$14,537,517 of federal funding for the RSW Rehabilitation of Airside Pavement project.</p> | <p>5. CATEGORY: 19.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/05/2020</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 RSW Rehabilitation of Airside Pavement 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. 3-12-0135-056-2020, has been secured in the amount of \$14,537,517 to provide 100% funding for all federal eligible items to construct the airside improvements associated with the RSW Rehabilitation of Airside Pavement project. The remainder of the \$23 million project budget will be funded with state grant funds and Passenger Facility Charge revenues. This grant consists of AIP discretionary dollars in the amount of \$6,857,160, passenger and cargo entitlement dollars in the amount of \$4,045,978, and CARES local match dollars in the amount of \$3,634,379.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later than September 25, 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:
Project Exhibit
Resolution
FAA Grant Offer Letter

11. RECOMMENDED APPROVAL

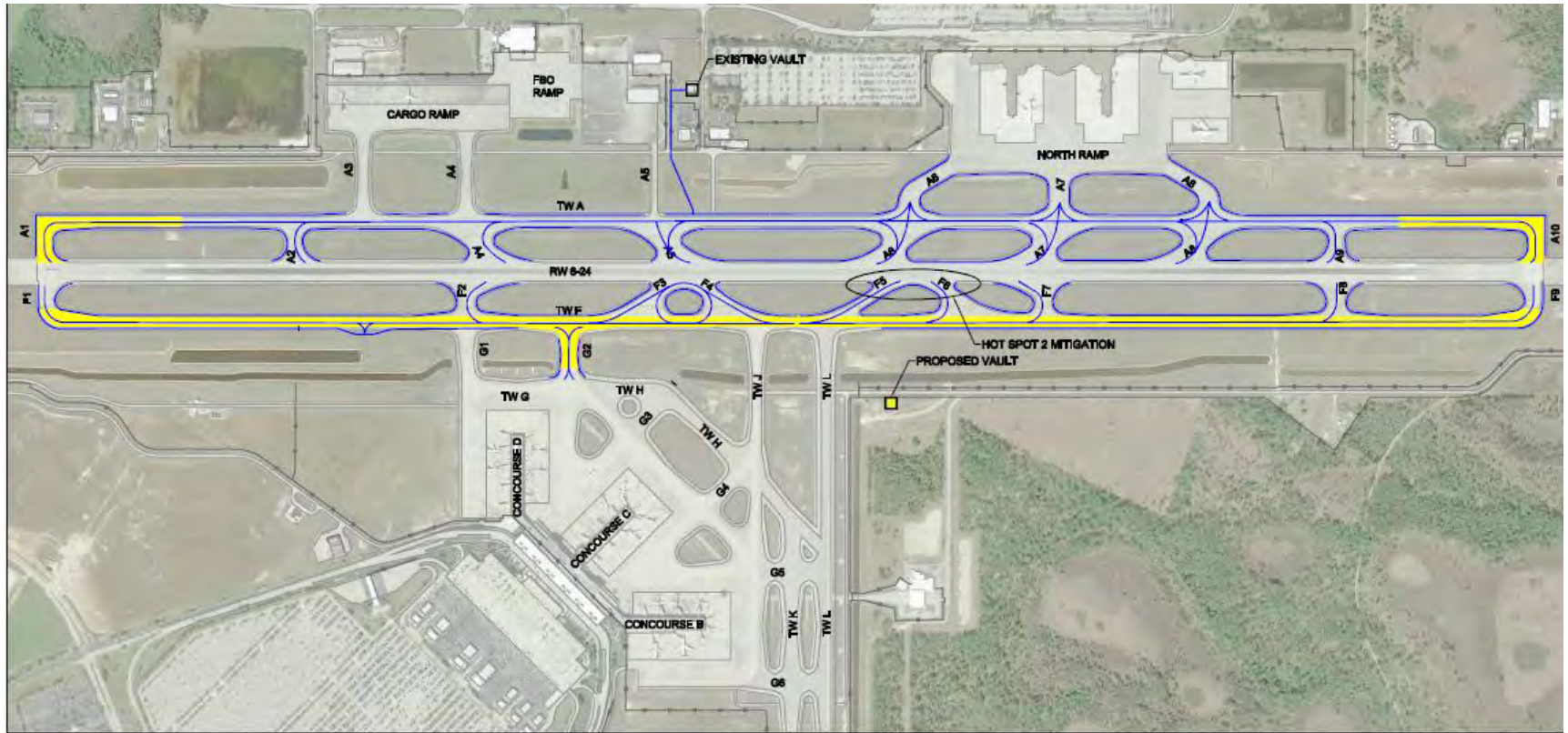
<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Benjamin R. Siegel</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Background (continued)

FAA Grant

➔ Airside Pavement Rehab 1 – TWs F, A1/10, G2, Airfield Lighting & New Electrical Vault



PROJECT 1

- PAVEMENT REHABILITATION
- LIGHTING
- NEW AIRFIELD LIGHTING VAULT

RESOLUTION AUTHORIZING, ADOPTING, APPROVING,
ACCEPTING AND RATIFYING THE EXECUTION OF
AIRPORT IMPROVEMENT PROGRAM
GRANT AGREEMENT NUMBER 3-12-0135-056-2020
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 3-12-0135-056-2020 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 3-12-0135-056-2020 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

September 24, 2020

Mr. Benjamin R. Siegel, C.P.A.
Acting Executive Director
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213

Dear Mr. Siegel:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0135-056-2020 at Southwest Florida International Airport 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 September 25, 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, (407) 487-7228, 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	September 24, 2020
Airport/Planning Area	Southwest Florida International
AIP Grant Number	3-12-0135-056-2020
Unique Entity Identifier	781566419

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 the Southwest Florida International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Southwest Florida International Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway F (±12,000 L.F. x 75'), Taxiway G2 (±500 L.F. x 75'), Rehabilitate Taxiway A1 (±1,000 L.F. x 75') and A10 (±1,000 L.F. x 75') (Construction - Pavement)

Rehabilitate Taxiways F (±12,000 L.F. x 75') Lighting (MITL) System, Taxiway G2 (±500 L.F. x 75') Lighting (MITL) System, Taxiways A1 (±1,000 L.F. x 75') and A10 (±1,000 L.F. x 75') Lighting (MITL) System, Include Addressing Hot Spot #2 at Taxiways F5 and F6 (Construction – Electrical/Lighting)

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 \$14,537,517.

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

\$14,537,517 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 September 25, 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 February 2011, 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>.

SPECIAL CONDITIONS

1. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
2. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;

- b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
- D. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
3. **Project which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not

performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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**


Juan C. Brown (Sep 24, 2020 15:54 EDT)
(Signature)

Juan C. Brown
(Typed Name)

Acting 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 24 day of September, 2020.

Lee County Port Authority

(Name of Sponsor)



Benjamin R. Siegel (Sep 24, 2020 19:30 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 25th day of September, 2020

By: Gregory S. Hagen

Gregory S. Hagen (Sep 25, 2020 09:54 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

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0135-057-2020) from the Federal Aviation Administration in the amount of \$4,909,124 for construction services associated with the Rehabilitation of Cargo Apron at Southwest Florida International Airport.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides \$4,909,124 of federal funding for the Rehabilitation of Cargo Apron project.

5. **CATEGORY:** 20.
Consent Agenda

6. **ASMC MEETING DATE:** 10/20/2020

7. **BoPC MEETING DATE:** 11/5/2020

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

Port Authority staff has been working diligently with FAA in an effort to secure federal grant funding for the RSW Rehabilitation of Cargo Apron 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. 3-12-0135-057-2020, has been secured in the amount of \$4,909,124 to provide 100% funding to construct the federal eligible portions of the airside improvements associated with the RSW Rehabilitation of Cargo Apron project. The remaining dollars of the \$6.3 million estimated total cost will be funded by state grants. This grant consists of supplemental discretionary funds in the amount of \$3,681,843 and CARES local match in the amount of \$1,227,281.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later than September 25, 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:

- Exhibit
- Resolution
- FAA Grant Offer Letter and Grant

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 (7-0)**
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

→ Airside Pavement Rehab 2 – Cargo Apron & TWs A2/A3



RESOLUTION AUTHORIZING, ADOPTING, APPROVING,
ACCEPTING AND RATIFYING THE EXECUTION OF
AIRPORT IMPROVEMENT PROGRAM
GRANT AGREEMENT NUMBER 3-12-0135-057-2020
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 3-12-0135-057-2020 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 3-12-0135-057-2020 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**

FAA ORL ADO
8427 South Park Circle
Suite 524
Orlando, FL 32819

September 23, 2020

Mr. Benjamin R. Siegel, C.P.A.
Acting Executive Director
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213

Dear Mr. Siegel:

We are enclosing the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0135-057-2020 at Southwest Florida International Airport 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 **September 25, 2020**, in order for the grant to be valid.
- c. 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 your Region/Airports District Office.

Mr. Vernon P. Rupinta, (407) 487-7228, 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.

Sincerely,



Juan C. Brown (Sep 23, 2020 12:33 EDT)

Juan C. Brown
Acting Manager

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 \$4,909,124.
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 United States Code (U.S.C.) § 47108(b):
 - \$0 for planning
 - \$4,909,124 airport development or noise program implementation; and,
 - \$0 for land acquisition.

2. **Period 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 Code of Federal Regulations (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 Public Law Number 116-94, as amended by Public Law 116-136, 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 September 25, 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 Unique Entity Identifier (UEI).**
- 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 Supplemental Appropriation 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 supplemental appropriation funds will be available until September 20, 2022.

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, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods 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.

If the sponsor requests an increase, the additional funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided in Condition No. 5 herein for any amount increased over the initial grant amount.
18. **Audits for Private Sponsors.** When the work in this grant is complete, the Sponsor must provide a copy of an audit of this grant project prepared by an independent in accordance with generally accepted auditing standards covering financial audits detailed in 2 CFR Part 200 to the Airports District Office.
19. **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.
20. **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.

21. Ban on Texting While Driving.

- D. 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.
- E. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

22. Trafficking in Persons.

- F. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
3. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 4. Procure a commercial sex act during the period of time that the award is in effect; or
 5. Use forced labor in the performance of the award or subawards under the award.
- G. We as the Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -
6. Is determined to have violated a prohibition in paragraph A of this award term; or
 7. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - c. Associated with performance under this award; or
 - d. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- H. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- I. Our right to terminate unilaterally that is described in paragraph A of this section:
- a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.

23. Priority Consideration Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 2011, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

25. 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).

26. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

27. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the

useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

28. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Upon completion of the project, submit a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. The Sponsor further agrees to submit interim test and quality assurance reports in a timely manner when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph B, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under this project.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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, terms, 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**


Juan C. Brown (Sep 23, 2020 12:33 EDT)

(Signature)

Juan C. Brown
(Typed Name)

Acting 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 grant assurances, 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 23 day of September,

Lee County Port Authority

(Name of Sponsor)



Benjamin R Siegel (Sep 23, 2020 15:01 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)

¹ Knowingly 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.

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 grant assurances, terms, and conditions thereof.

Dated at Fort Myers, Florida (location) this 23rd day of September, 2020,

By: 
Gregory S. Hagen (Sep 23, 2020 15:26 EDT)
(Signature of Sponsor' s Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. 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.
- b. 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.
- c. 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.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

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. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power Plant and Industrial Fuel Use Act of 1978 - Section 403 - 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Government-wide 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].^{3,4}
- 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. 14 CFR Part 150 - Airport noise compatibility planning.
- g. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 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.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 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.
- u. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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 Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency 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.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an

official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this 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. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. 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, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. 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.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. 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 the 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 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.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical

activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof; and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- i. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 3) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 4) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 5) Certain revenue derived from or generated by mineral extraction, production, lease, or other

means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 6) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 7) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that -

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility, or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of

an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. 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

8) 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.

9) 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.

10) 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:

11) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

12) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. 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."

e. Required Contract Provisions.

- 13) 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.
- 14) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 15) 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.
- 16) 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.
- f. 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.
- g. 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.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport

development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 Chapter 10 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. 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.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars

for AIP projects, dated February 28, 2020 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor 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, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are 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 sponsor 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).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

- 17) Describes the requests;
 - 18) Provides an explanation as to why the requests could not be accommodated; and
 - 19) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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

- j. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Government-wide 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].^{3,4}
- 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 20 - New restrictions on lobbying.
- h. 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.
- i. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- j. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- k. 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.
- l. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- m. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- p. 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 Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁴ 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.

k. 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
 - 20) 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.
 - 21) 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.
 - 22) 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:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

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."

e. 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.

- f. 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.
- g. 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.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 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 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).

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 for RFB 20-54MMW RSW Cargo Ramp Rehabilitation in the amount of \$3,865,984.25; and approve a Total Project Budget of \$6,437,101.
2. **FUNDING SOURCE:** Federal Aviation Administration Grant 3-12-0135-57-2020, Florida Department of Transportation Grant 431367, RSW Construction Account 20861641234.506540.30.
3. **TERM:** 240 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:** 10/20/2020

7. **BoPC MEETING DATE:** 11/5/2020

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 the Cargo Apron.

On June 17, 2020, Port Authority staff advertised RFB 20-54MMW, Cargo Ramp Rehabilitation at Southwest Florida International Airport. On June 30, 2020, a mandatory pre-bid meeting was held to more specifically discuss the project and to answer any questions from potential bidders. As a result, six (4) bids were received on July 17, 2020. After publicly opening the bids, the Port Authority staff and Kimley-Horn (Engineer of Record) evaluated the bids and determined that Ajax Paving Industries of Florida, LLC is the lowest, most responsive, responsible bidder in the amount of \$3,865,984.25. Since this project is funded with Federal grant funds, a local vendor preference policy cannot apply. Disadvantaged Business Enterprises (DBE) services have been committed at 16.6%. Therefore, staff recommends award to Ajax Paving Industries of Florida, LLC in the amount of \$3,865,984.25. A Total Project Budget in the amount of \$6,437,181 is also recommended for approval. All expenditures or work associated with this contract will be under the established Total Project Budget and in accordance with Board-approved contract and Purchasing Policies and all project contingencies are controlled by the Port Authority.

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** (7-0)
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

Attachments:

- Project Exhibit
- Total Project Budget
- Kimley-Horn Recommendation of Award Letter & Bid Tabulation
- DBE memo
- Ajax Paving Industries of Florida, LLC Bid

→ Airside Pavement Rehab 2 – Cargo Apron & TWs A2/A3





Rev 7/31/2020

ESTIMATED TOTAL PROJECT BUDGET

ASMC Approved: _____
 Board Approved: _____

Project Name: RSW Cargo Ramp Rehabilitation

Project Description:

This project consists of the rehabilitation of approximately 95,000 SY of concrete and bituminous aircraft ramp and taxiway pavement, airfield lighting & signage replacement, and site work elements.

BUDGET SUMMARY:

Design/Permitting:

A&E/Design and Permitting	\$ 959,959.56	
CM Pre-construction	\$ 77,097	
TOTAL DESIGN/PERMITTING		\$ 1,037,057

Construction:

A&E/Construction Administration	\$ 310,875	
CM	\$ 732,265	
General Contractor Construction	\$ 3,865,984	
Construction Contingency	\$ 491,000	
TOTAL CONSTRUCTION		\$ 5,400,124
<i>Total Project Budget</i> *		<i>\$ 6,437,181</i>

* All project costs shall be expanded below the Board approved Total Project Budget. Any costs over the Board approved Total



July 24, 2020

Mr. David Morris, P.E.
Project Manager
Lee County Port Authority
11000 Terminal Access Road, Ste. 8671
Fort Myers, Florida 33913

RE: Southwest Florida International Airport
Cargo Ramp Rehabilitation
RFB No. 20-54MMW
Bid Summary and Award Recommendation

Dear Mr. Morris:

Pursuant to your request, Kimley-Horn has reviewed the bid tabulation provided for the above referenced project. A summary of the bids received and an evaluation of the apparent low bidder are included herein.

Bids were opened on July 17, 2020 with four bidders. The four bids along with the Engineer's Estimate is summarized in the following table. The bid tab summary is attached for reference.

Table 1: Bid Summary		
Bidder	Amount	Percent Difference from Engineer's Estimate
Ajax Paving Industries of Florida, LLC	\$3,865,984.25	-3.2%
Cobb Site Development	\$4,279,474.14	+7.2%
Preferred Materials	\$4,325,833.84	+8.3%
Gosalia Concrete Constructors	\$5,715,740.20	+43.1%
Engineer's Estimate	\$3,993,655.90	-

The apparent low bidder, Ajax Paving Industries of Florida, LLC (Ajax), submitted a bid of \$3,865,984.25 or 3.2% less than the Engineer's Estimate. The second, third, and fourth bidders were 7.2%, 8.3%, and 43.1% greater than the Engineer's Estimate, respectively.

The \$127,671.65 difference in price between the Engineer's Estimate and the apparent lower bidder, Ajax, is considered well within reasonable expectations. For a project with several significant work elements including asphalt paving, concrete paving, and electrical work, there are variables within the different work elements which affect the unit prices. The most clearly identified effort which varies between the Engineer's Estimate and Ajax is the Cargo Ramp High Mast Lighting (L-100-5.2). All bidders were significantly higher than the Engineer's Estimate for this item.

As part of our review of the bid package for Ajax, we verified the following:

Minimum Qualifications as identified in section “B.01 MINIMUM QUALIFICATIONS” of Part B Special Instructions and Requirements (Addendum 2 – Form 2):

- 1. 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.**

Ajax is a Florida based corporation that is authorized to conduct business in Florida and is in good standing based on the documentation provided as part of their submittal.

- 2. Bidder must be FDOT prequalified in at least one of the major trade categories associated with the contract scope – Asphalt, Concrete Paving, Electrical.**

Ajax has been approved by FDOT for several work classes associated with the contract including, but not limited to, flexible paving (self-identified as the trade category in the blank space on Form 2), grading, grassing, seeding and sodding, Portland cement concrete roadway paving, and milling.

- 3. The bidder, or its paving subcontractor, (if not the prime bidder) must have successfully completed an airport ramp, taxiway, or runway pavement project similar in scope and complexity to the project described in the RFB within the last (10) 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 for the bidder from the airport or airport’s engineer who was directly involved with the referenced project.**

Ajax completed a taxiway rehabilitation project at St. Pete-Clearwater International Airport in January of 2017 as documented in the reference letter provided (requested as part of Form 2). In conversations with Scott Yarley, Airport Engineer for PIE, it was noted that this project was successfully completed and that Ajax was currently working on Phase II of the Taxiway Rehabilitation and has completed other airport projects in recent years.

- 4. Experience in both P-401 and P-501 paving is required. If the prime bidder will rely on the experience of a paving subcontractor to meet one or both of these paving experience requirements, the prime bidder will be required to use the names paving subcontractor to perform services under any agreement resulting from this Request for Bids. Substitutions will not be allowed without obtaining prior written approval of the Port Authority.**

In their bid submittal, Ajax noted that they are experienced in both P-401 and P-501 paving. Written references for each type of paving project were provided as required on Form 2. Ajax

completed the Taxiway D Extension project at Venice Municipal Airport in July of 2020. This project included the placement of 2,900 TN of asphalt. Ajax completed the Airfield Pavement Reconstruction and Replacement project at Tampa International Airport in 2018, which included isolated slab replacement and 47,250 SY of 17" PCC.

It should be noted that Ajax indicated on Form 2 that their subcontractor (unnamed) has direct experience with P-501 paving. A reference for the subcontractor was not provided; however, the bid form does not specify that references must be submitted for both the bidder and subcontractor. Form 2 states it must be provided for bidder or subcontractor.

While a review of the Disadvantaged Business Enterprise Participation (DBE) will be conducted by others, Kimley-Horn reviewed the documents provided and it appears that Ajax will be able to meet the DBE goal of 16% as set by the Port Authority. The required DBE forms note that Ajax commits to 16% DBE participation and intends to utilize Baja Electric Service, Inc. for airfield lighting work for a total of 16.6% of the project total.

Based on a review of the information provided, it appears Ajax is qualified to execute this project.

Please feel free to contact me at (954) 535-5108 or michael.carey@kimley-horn.com should you have any questions regarding our evaluation. We look forward to moving forward with this project.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



L. Michael Carey, P.E.
Project Manager

Bid Evaluation

			Opinion of Probable Cost (Engineer's Estimate)				AJAX Paving		Cobb Site Development		Preferred Materials		Gosalia Concrete Constructors	
ITEM NO.	TECH. SPEC.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
1 **	P-211-1	REMOVE AND REPLACE LIME ROCK BASE (10" THICK)	SY	890	\$ 25.00	\$ 22,250.00	\$ 50.00	\$ 44,500.00	\$ 22.95	\$ 20,425.50	\$ 20.10	\$ 17,889.00	\$ 80.00	\$ 71,200.00
2 **	P-401-1	HOT MIXED ASPHALT PAVEMENT, SURFACE COURSE (GRADATION 2)	TON	6,700	\$ 140.00	\$ 938,000.00	\$ 135.00	\$ 904,500.00	\$ 172.17	\$ 1,153,539.00	\$ 145.84	\$ 977,128.00	\$ 141.00	\$ 944,700.00
3 **	P-401-2	HOT MIXED ASPHALT PAVEMENT, LEVELING COURSE (GRADATION 3)	TON	2,790	\$ 140.00	\$ 390,600.00	\$ 140.00	\$ 390,600.00	\$ 180.92	\$ 504,766.80	\$ 148.12	\$ 413,254.80	\$ 149.00	\$ 415,710.00
4 **	P-501-1	ISOLATED PCC SLAB REMOVAL AND REPLACEMENT	SY	3,545	\$ 300.00	\$ 1,063,500.00	\$ 232.50	\$ 824,212.50	\$ 260.00	\$ 921,700.00	\$ 223.40	\$ 791,953.00	\$ 527.00	\$ 1,868,215.00
5 **	P-501-2	PARTIAL DEPTH SPALL REPAIR (JOINT AND CORNER SPALLS)	SF	200	\$ 50.00	\$ 10,000.00	\$ 259.50	\$ 51,900.00	\$ 292.72	\$ 58,544.00	\$ 249.40	\$ 49,880.00	\$ 350.00	\$ 70,000.00
6 **	P-501-3	PCC CRACK REPAIR	LF	5,500	\$ 5.00	\$ 27,500.00	\$ 9.40	\$ 51,700.00	\$ 17.49	\$ 96,195.00	\$ 15.92	\$ 87,560.00	\$ 14.00	\$ 77,000.00
7 **	P-605-1	JOINT SEALING FILLER	LF	20,000	\$ 3.00	\$ 60,000.00	\$ 6.25	\$ 125,000.00	\$ 4.45	\$ 89,000.00	\$ 4.25	\$ 85,000.00	\$ 3.60	\$ 72,000.00
8 **	P-620-1	PERMANENT RUNWAY AND TAXIWAY PAINTING WITH TYPE I GLASS BEADS (YELLOW, WHITE)	SF	19,000	\$ 3.00	\$ 57,000.00	\$ 1.50	\$ 28,500.00	\$ 1.23	\$ 23,370.00	\$ 1.44	\$ 27,360.00	\$ 1.10	\$ 20,900.00
9 **	P-620-2	PERMANENT RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (BLACK, WHITE, RED)	SF	18,000	\$ 2.00	\$ 36,000.00	\$ 1.05	\$ 18,900.00	\$ 1.25	\$ 22,500.00	\$ 1.00	\$ 18,000.00	\$ 1.10	\$ 19,800.00
10 **	P-620-3	TEMPORARY RUNWAY AND TAXIWAY PAINTING WITH NO GLASS BEADS (YELLOW, WHITE, RED, BLACK)	SF	32,000	\$ 2.00	\$ 64,000.00	\$ 0.95	\$ 30,400.00	\$ 1.46	\$ 46,720.00	\$ 0.90	\$ 28,800.00	\$ 1.30	\$ 41,600.00
11 **	P-620-4	AIRFIELD PAINT REMOVAL	SF	7,000	\$ 2.50	\$ 17,500.00	\$ 2.80	\$ 19,600.00	\$ 1.56	\$ 10,920.00	\$ 2.71	\$ 18,970.00	\$ 1.25	\$ 8,750.00
12	C-100-1	CONTRACTOR'S QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00	\$ 93,591.89	\$ 93,591.89	\$ 244,445.22	\$ 244,445.22	\$ 51,700.00	\$ 51,700.00
13	C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00	\$ 9,239.76	\$ 9,239.76	\$ 11,557.48	\$ 11,557.48	\$ 536,900.00	\$ 536,900.00
14	C-105-1	MOBILIZATION	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 250,000.00	\$ 250,000.00	\$ 127,685.16	\$ 127,685.16	\$ 430,000.00	\$ 430,000.00	\$ 103,600.00	\$ 103,600.00
15	M-102-1	MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 85,750.00	\$ 85,750.00	\$ 90,249.60	\$ 90,249.60	\$ 250,000.00	\$ 250,000.00	\$ 308,750.00	\$ 308,750.00
16	M-103-1	PROJECT SURVEY AND STAKE OUT	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 38,650.00	\$ 38,650.00	\$ 71,211.68	\$ 71,211.68	\$ 108,447.67	\$ 108,447.67	\$ 26,500.00	\$ 26,500.00
17	M-104-1	SAFETY AND SECURITY	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 15,300.00	\$ 15,300.00	\$ 80,225.45	\$ 80,225.45	\$ 54,950.12	\$ 54,950.12	\$ 275,500.00	\$ 275,500.00
18	P-101-1	BITUMINOUS PAVEMENT MILLING (UP TO 2" DEEP NOMINAL)	SY	62,864	\$ 3.60	\$ 226,310.40	\$ 2.30	\$ 144,587.20	\$ 1.99	\$ 125,099.36	\$ 1.87	\$ 117,555.68	\$ 2.40	\$ 150,873.60
19	P-101-2	ASPHALT CRACK SEALING	LF	11,765	\$ 3.00	\$ 35,295.00	\$ 2.15	\$ 25,294.75	\$ 2.77	\$ 32,589.05	\$ 1.24	\$ 14,588.60	\$ 10.10	\$ 118,826.50
20	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	11,242	\$ 4.50	\$ 50,589.00	\$ 3.05	\$ 34,288.10	\$ 6.22	\$ 69,925.24	\$ 3.41	\$ 38,335.22	\$ 3.05	\$ 34,288.10
21	L-100-5.1	ELECTRICAL DEMOLITION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 9,940.00	\$ 9,940.00	\$ 3,999.85	\$ 3,999.85	\$ 2,830.47	\$ 2,830.47	\$ 5,000.00	\$ 5,000.00
22	L-100-5.2	CARGO RAMP HIGH MAST LIGHTING	LS	1	\$ 140,000.00	\$ 140,000.00	\$ 612,000.00	\$ 612,000.00	\$ 519,578.02	\$ 519,578.02	\$ 447,565.21	\$ 447,565.21	\$ 412,675.00	\$ 412,675.00
23	L-105-6.1	TEMPORARY JUMPERS, LIGHTING AND SIGNAGE	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 12,150.00	\$ 12,150.00	\$ 3,384.68	\$ 3,384.68	\$ 2,299.82	\$ 2,299.82	\$ 4,000.00	\$ 4,000.00
24	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	8,800	\$ 2.10	\$ 18,480.00	\$ 1.55	\$ 13,640.00	\$ 1.87	\$ 16,456.00	\$ 1.54	\$ 13,552.00	\$ 1.50	\$ 13,200.00
25	L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS	LF	785	\$ 1.90	\$ 1,491.50	\$ 1.80	\$ 1,413.00	\$ 2.64	\$ 2,072.40	\$ 1.49	\$ 1,169.65	\$ 4.00	\$ 3,140.00
26	L-110-5.1	NON-ENCASED 1-WAY 2" CONDUIT	LF	714	\$ 10.00	\$ 7,140.00	\$ 4.55	\$ 3,248.70	\$ 7.65	\$ 5,462.10	\$ 5.73	\$ 4,091.22	\$ 8.00	\$ 5,712.00
27	L-125-5.1	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN	EA	42	\$ 1,000.00	\$ 42,000.00	\$ 535.00	\$ 22,470.00	\$ 857.44	\$ 36,012.48	\$ 724.86	\$ 30,444.12	\$ 600.00	\$ 25,200.00
28	L-125-5.2	NEW SIZE 3 3-MODULE SIGN ON NEW CONCRETE FOUNDATION	EA	4	\$ 11,500.00	\$ 46,000.00	\$ 7,485.00	\$ 29,940.00	\$ 11,252.78	\$ 45,011.12	\$ 9,551.64	\$ 38,206.56	\$ 7,500.00	\$ 30,000.00
GRAND TOTAL BID NUMBER :					\$	3,993,655.90	\$	3,865,984.25	\$	4,279,474.14	\$	4,325,833.84	\$	5,715,740.20

MEMO TO: Juliet Iglesias
Grants Manager

FROM: Julio A. Rodriguez
DBE Manager



DATE: July 20, 2020

SUBJECT: Anticipated Participation by Disadvantaged Business Enterprises
(DBE) for the RSW – RFB # 20-54 Cargo Ramp Rehabilitation at RSW



I have completed a review and approved the anticipated DBE goal, and good faith efforts submitted by Ajax Paving Industries of Florida, LLC in the above project. The commitments and the respective percentage(s) of participation by DBEs and the good faith efforts submitted by the successful bidder conforms to the bid conditions as required by the Lee County Port Authority.

The estimated overall goal for this project is 16%. Based on the information received, the anticipated DBE participation goal is now 16.6% or \$643,283.40 of the total construction cost.

The following DBE subcontractor(s) are approved to provide the service(s) listed under the type of work listed.

- Baja Electric Service, Inc. – Electrical

cc: Hector Yanez / LCPA
David Morris/LCPA

JAR



20-54MMW

Cargo Ramp Rehabilitation at Southwest Florida International Airport

Issue Date: 6/17/2020

Questions Deadline: 7/3/2020 02:00 PM (ET)

Response Deadline: 7/17/2020 02:00 PM (ET)

Contact Information

Contact: Melissa M Wendel, Procurement Manager

Address: Procurement

Terminal

3rd

11000 Terminal Access Road

Suite 8671

Fort Myers, FL 33913

Phone: (239) 590-4557

Fax: (239) 590-4558

Email: mmwendel@flylcpa.com

Event Information

Number: 20-54MMW
Title: Cargo Ramp Rehabilitation at Southwest Florida International Airport
Type: Request for Bid
Issue Date: 6/17/2020
Question Deadline: 7/3/2020 02:00 PM (ET)
Response Deadline: 7/17/2020 02:00 PM (ET)
Notes:

The Lee County Port Authority invites all interested and qualified bidders to submit a bid for the rehabilitation of the cargo ramp at the Southwest Florida International Airport.

A non-mandatory pre-bid meeting will be held at 11:00 a.m. on June 30, 2020. Potential bidders may participate remotely by selecting one or both of the following options: Online: meet.google.com/rsw-cjvd-lwx or Phone: 617-675-4444 PIN: ?780 729 670 5037#. Remote attendees must be able to communicate bidder representative name and company for the attendance register.

Bids must be submitted electronically in Ionwave at www.flyLCPA.ionwave.net no later than 2:00 p.m., July 17, 2020 at which time submitted bids will be unsealed.

Bid Activities

NON-MANDATORY PRE-BID MEETING Pre-Bid Meeting	6/30/2020 11:00:00 AM (ET)
Deadline for Questions and Requests for Clarification IMPORTANT. QUICK TURNAROUND. REVIEW ALL DOCS WITHOUT DELAY	7/3/2020 5:00:00 AM (ET)
BID SUBMITTAL DEADLINE Unsealing of the electronically submitted bids will occur at 2:00. Complete bids must be submitted before 2pm.	7/17/2020 2:00:00 PM (ET)

Bid Attachments

RFB 20-54MMW.0 Cargo Ramp and Taxiway A3 & A4 Rehabilitation.pdf Request For Bid. Part A - G and Forms 1-15	Download
RFB 20-54 MMW.1 General Conditions & Special Conditions.pdf General Conditions and Special Conditions	Download
RFB 20-54MMW.2 RSW CARGO RAMP REHAB BID SET_TECHNICAL SPECIFICATIONS.pdf Technical Specs	Download
RFB 20-54MMW.3 RSW CARGO RAMP REHAB BID SET_PLANS.pdf Plans	Download

Construction Safety & Phasing Plan

Requested Attachments

Bid Forms 1-14

(Attachment required)

Complete and submit Forms 1-14

Supplier Information

Company Name: Ajax Paving Industries of Florida, LLC

Contact Name: Christie Alvaro, Asst. Corp. Sec.

Address: One Ajax Drive, North Venice FL 34275

Phone: 941-486-3600

Fax: 941-486-3500

Email: kcoggins@ajaxpaving.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company

Print Name Christie Alvaro, Asst. Corp. Sec.

Signature 





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.

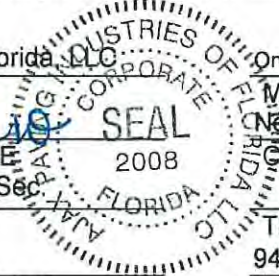
Addendum No. 1 ; dated July 10, 2020 . Addendum No. ; dated .
Addendum No. 2 ; dated July 15, 2020 Addendum No. ; dated .

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.

Ajax Raving Industries of Florida, LLC	One Ajax Drive
NAME OF BUSINESS	MAILING ADDRESS
<i>Christie Alvaro</i>	North Venice, FL 34275
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
Christie Alvaro, Asst. Corp. Sec.	
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
26-1871966	941-486-3600 / 941-486-3500
FEDERAL IDENTIFICATION #	EMAIL ADDRESS



State of: Florida
County of: Sarasota

This foregoing instrument was acknowledged before me this 15th day of July, 2020, by Christie Alvaro, Asst. Corp. Sec., who is personally known to

me or produced n/a - (personally known) as identification.

Ginger Johnson
Signature of Notary

Serial/Commission No.



ADDENDUM 2 – FORM 2: 2nd Revision: OFFICIAL BID FORM. This form must be submitted with the bidder's bid submittal.

RFB NO. **20-54MMW**

BIDDER'S NAME: Ajax Paving Industries of Florida, LLC

BID ARE DUE ON: **FRIDAY, JULY 17, 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 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:

CARGO RAMP REHABILITATION 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 he 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 **	P-211-1	REMOVE AND REPLACE LIME ROCK BASE (10" THICK)	SY	435 890	\$ 50.00	\$ 44,500.00
2 **	P-401-1	HOT MIXED ASPHALT PAVEMENT, SURFACE COURSE (GRADATION 2)	TON	7,000 6,700	\$ 135.00	\$ 904,500.00
3 **	P-401-2	HOT MIXED ASPHALT PAVEMENT, LEVELING COURSE (GRADATION 3)	TON	2,790	\$ 140.00	\$ 390,600.00
4 **	P-501-1	ISOLATED PCC SLAB REMOVAL AND REPLACEMENT	SY	1,800 3,545	\$ 232.50	\$ 824,212.50
5 **	P-501-2	PARTIAL DEPTH SPALL REPAIR (JOINT AND CORNER SPALLS)	SF	200	\$ 259.50	\$ 51,900.00
6 **	P-501-3	PCC CRACK REPAIR	LF	6,000 5,500	\$ 9.40	\$ 51,700.00
7 **	P-605-1	JOINT SEALING FILLER	LF	20,000	\$ 6.25	\$ 125,000.00
8 **	P-620-1	PERMANENT AIRFIELD PAINTING WITH TYPE I GLASS BEADS (YELLOW, WHITE)	SF	19,000	\$ 1.50	\$ 28,500.00
9 **	P-620-2	PERMANENT AIRFIELD PAINTING WITH NO GLASS BEADS (BLACK, WHITE, RED)	SF	18,000	\$ 1.05	\$ 18,900.00

10 **	P-620-3	TEMPORARY AIRFIELD PAINTING WITH NO GLASS BEADS (YELLOW, WHITE, RED, BLACK)	SF	32,000	\$ 0.95	\$ 30,400.00
11 **	P-620-4	AIRFIELD PAINT REMOVAL	SF	7,000	\$ 2.80	\$ 19,600.00
12	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$ 75,000.00	\$ 75,000.00
13	C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00
14	C-105-1	MOBILIZATION	LS	1	\$ 250,000.00	\$ 250,000.00
15	M-102-1	MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS	LS	1	\$ 85,750.00	\$ 85,750.00
16	M-103-1	PROJECT SURVEY AND STAKEOUT	LS	1	\$ 38,650.00	\$ 38,650.00
17	M-104-1	SAFETY AND SECURITY	LS	1	\$ 15,300.00	\$ 15,300.00
18	P-101-1	BITUMINOUS PAVEMENT MILLING (UP TO 2" DEEP NOMINAL)	SY	62,864	\$ 2.30	\$ 144,587.20
19	P-101-2	ASPHALT CRACK SEALING	LF	11,765	\$ 2.15	\$ 25,294.75
20	P-603-1	EMULSIFIED ASPHALT TACK COAT	GAL	11,242	\$ 3.05	\$ 34,288.10
21	L-100-5.1	ELECTRICAL DEMOLITION	LS	1	\$ 9,940.00	\$ 9,940.00
22	L-100-5.2	CARGO RAMP HIGH MAST LIGHTING	LS	1	\$ 612,000.00	\$ 612,000.00
23	L-105-6.1	TEMPORARY JUMPERS, LIGHTING AND SIGNAGE	LS	1	\$ 12,150.00	\$ 12,150.00
24	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	8,800	\$ 1.55	\$ 13,640.00
25	L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INCLUDING CONNECTIONS AND GROUND RODS	LF	785	\$ 1.80	\$ 1,413.00
26	L-110-5.1	NON-ENCASED 1-WAY 2" CONDUIT	LF	714	\$ 4.55	\$ 3,248.70
27	L-125-5.1	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT WITH NEW ISOLATION TRANSFORMER INSTALLED ON EXISTING OR NEW L-867 BASE CAN WITH NEW HARDWARE	EA	42	\$ 535.00	\$ 22,470.00
28	L-125-5.2	NEW SIZE 3, 3-MODULE SIGN ON NEW CONCRETE FOUNDATION	EA	4	\$ 7,485.00	\$ 29,940.00
GRAND TOTAL BID PRICE				\$ 3,865,984.25		

NOTICE: Quantity and unit price breakdown not highlighted in green is for informational purposes only. Bidders are responsible for verifying quantities of all of the items not highlighted in green to the degree he/she deems necessary in order to submit a lump sum bid. The Grand Total Bid Price will be used for determining the lowest bid. The contract resulting from this RFB will not be a unit price contract; however, 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 or for any bid items that are not highlighted in green.

Name of Bidder Ajax Paving Industries of Florida, LLC

Addendum 2 – Form 2: 2nd Revision

ADDENDUM 2 - FORM 2:2nd Revision. OFFICIAL BID FORM (Page 3 of 5)

The successful bidder will enter into a lump sum contract with Lee County Port Authority as specified in the project information sheet, request for bids and instructions to bidders. Lee County Port Authority terms and conditions of the service provider agreement will be the governing document regardless of any statements to the contrary noted in the bidder's bid form .

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 Price.
	2) Bidder 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 Price 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) Responsible and responsive low bidder (based on Grand Total Bid Price) 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 based on the Grand Total Bid Price submitted by the lowest, responsive and responsible bidder. The Lee County Port Authority may make adjustments to only those item numbers highlighted in GREEN (also indicated with **) based on actual quantities. The pay items highlighted in GREEN shall be compensated based on the final field verified quantity installed in place, to the satisfaction of the Engineer of Record and CEI. 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 must not exceed 10 percent of the Grand Total Bid.
	9) The bidder is required 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 Ajax Paving Industries of Florida, LLC

Authorized Representative Signature and Date:

Christie Howard

July 16, 2020



ADDENDUM 2 - FORM 2:2nd Revision OFFICIAL BID FORM (Page 4 of 5)

Each Bidder must demonstrate to the satisfaction of the LCPA that the minimum qualifications set forth in Part B have been met by providing the information requested below. The inability to verify minimum qualifications have been met due to the submission of inadequate, inaccurate or outdated information may result in a determination of non-responsiveness. Additional sheets may be attached to provide complete information.

In the space provided, indicate YES or NO, as applicable. For blanks referring to information requests, please insert a checkmark to indicate the information has been provided and attach the required information.

Attached? or No? _____. 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 are asked to provide documentation; however, the Authority will verify registration with the State of Florida.

or No _____. The bidder must be FDOT prequalified in at least one of the major trade categories associated with the contract scope. Identify trade category flexible paving.

or No _____. The bidder, or its paving subcontractor, (if not the prime bidder) has successfully completed an airport ramp, taxiway, or runway pavement project similar in scope and complexity to the project described in this RFB within the last ten (10) years from the date bids are due. To demonstrate bidder has met this minimum qualification, please provide the following:

Attach at least one written reference for a project successfully completed (certificate of substantial completion has been issued) from the airport or the airport's engineer who was directly involved with the referenced project.

For verification purposes, provide the following additional information:

Contact and Project information related to the written reference(s) provided to include:
Name and location of airport
Airport contact name, title, telephone number and email address
Project name, Contract value & contract begin and end dates

or No _____. Bidder (not subcontractor) has direct experience with P-401 paving.

Yes or No _____. Bidders subcontractor (not prime bidder) has direct experience with P-401 paving.

To demonstrate bidder has met this minimum qualification, please provide the following:

Attach at least one written reference for which bidder or its paving subcontractor gained experience in P-401 paving completed which verifies the experience.

For verification purposes, provide the following additional information:

Contact & Project information related to the written reference(s) provided to include:
Contact name, title, telephone number and email address

ADDENDUM 2. FORM 2:2ND REVISION. OFFICIAL BID FORM (Page 5 of 5)

Yes or No ___ Bidder (not subcontractor) has direct experience with P-501 paving.

Yes or No ___ Bidder's subcontractor (not prime bidder) has direct experience with P-501 paving.

To demonstrate bidder has met this minimum qualification, please provide the following:

Attach at least one written reference for which bidder or its paving subcontractor gained experience in P-501 paving completed which verifies the experience.

~~For verification purposes, provide the following additional information:~~

Contact & Project information related to the written reference(s) provided to include:
Contact name, title, telephone number and email address

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.

Bidder Authorized Representative Name and Title: Christie Alvaro, Asst. Corp. Sec.

Signature and Date: Christie Alvaro

Telephone and Email: 941-486-3600 / kcoggins@afaxpaving.com





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

5/2/2020

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 6/30/2021. However, the new application is due 4/30/2021.

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 D. Autry, Manager
Contracts Administration Office

AA:aa

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov



TAMPA BAY THE EASY WAY

RFB NO. 20-54MMW

CARGO RAMP REHABILITATION SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Owner: Lee County Port Authority

Reference: REVISED FORM 2 Written Reference Airport Ramp, Taxiway, or Runway Pavement Experience within the last ten (10) years.

Ajax Paving Industries of Florida, LLC (Ajax) has requested a written acknowledgement that Ajax has successfully completed airport ramp, taxiway, or runway pavement project within the last ten (10) years.

Ajax successfully completed the following project, see project details below:

**PROJECT: 134-0253-CP(DF) TAXIWAY REHABILITATION PHASE I
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT**

Started: November 2014

Completed: January 2017

Contract Value: \$14,356,888.00

Taxiway Use: Commercial Airline; Commercial Cargo; USCG; General Aviation

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

Client: Pinellas County Board of County Commissioners | St. Pete-Clearwater International Airport

Contact: Scott Yarley, P.E. | (727) 453-7830 | syarley@fly2pie.com



Scott Yarley, P.E.
Airport Engineer

RFB NO. 20-54MMW
CARGO RAMP REHABILITATION SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
Owner: Lee County Port Authority

Reference: REVISED FORM 2 Written Reference P-401 Experience

Ajax Paving Industries of Florida, LLC (Ajax) has requested a written acknowledgement that Ajax has successfully completed an airport project with P-401 paving according to FAA Specifications.

Ajax successfully completed the following project, see project details below:

PROJECT: "TAXIWAY D EXTENSION"
VENICE MUNICIPAL AIRPORT

Client: City of Venice

Original Contract: \$1,994,467.38

Final Contract: \$1,989,065.80

Start: September 2019

Finish: July 7, 2020


Reference:

Wendy Keller/ Venice Municipal Airport / Property and Grants Manager

Address: 401 West Venice Avenue, Venice, FL 34285

Primary: 941-486-2626 ext. 24 | Email: wkeller@flyvnc.com

Scope: This project provided for the construction for the full-length parallel Taxiway D including the placement of 2,900 TN of asphalt, the expansion of a detention pond by 4,000 CY, the modification of stormwater pipes, and placement of airfield signage and lighting. The project expands aircraft movement flexibility by extending Taxiway D

 7/17/2020

Airport Signature and Date



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport



Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

RFB NO. 20-54MMW

CARGO RAMP REHABILITATION SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Owner: Lee County Port Authority

Reference: REVISED FORM 2 Written Reference P-501 Experience

Ajax Paving Industries of Florida, LLC (Ajax) has requested a written acknowledgement that Ajax has successfully completed an airport project with P-501 paving.

Ajax successfully completed the following project, see project details below:

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. / Tampa International Airport / Project Director

Mailing Address: P.O. Box 22287 Tampa, Florida 33622

Primary: (813) 870-7832 | Secondary: (813) 927-1071 | Email: SNesbitt@TampaAirport.com

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.

Scott A. Nesbitt 07/16/20

Scott A. Nesbitt, P.E
Senior Project Manager
Hillsborough County Aviation Authority



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
Date: July 15, 2020
Christie Alvaro, Asst. Corp. Sec.



State of: Florida
County of: Sarasota
This foregoing instrument was acknowledged before me this 15th day of July, 2020, by Christie Alvaro, who is personally known to

me or produced n/a - (personally known) as identification.

Ginger Johnson
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

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 CHANGES IN THE INFORMATION CONTAINED IN THIS FORM.

Christie Alvaro
Authorized Signature
Christie Alvaro, Asst. Corp. Sec.

State of: Florida
County of: Sarasota

This foregoing instrument was acknowledged before me this 15th day of July, 20 , by _____, who is personally known to

me or produced n/a - (personally known) as identification.

Ginger Johnson
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. 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 17th day of July, 2020.

WHEREAS, said Principal is herewith submitting a bid for RFB 20-54MMW, Cargo Ramp and Taxiway A3 & A4 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.

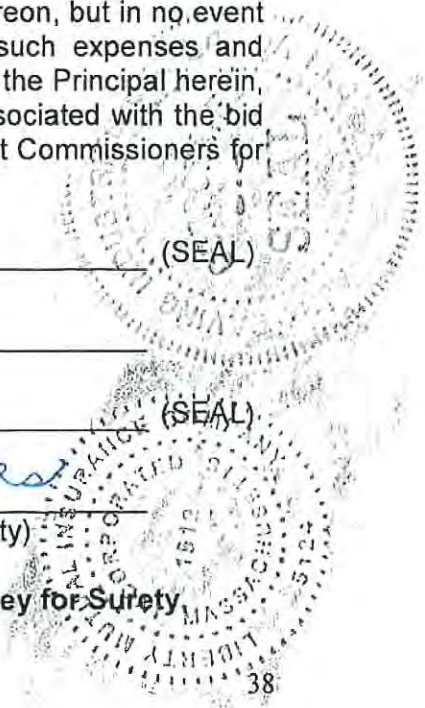
Witness as to Principal: Ajax Paving Industries of Florida, LLC. (SEAL)

(Principal)
Christie Awaro
(By)

Witness as to Surety: Liberty Mutual Insurance Company (SEAL)

(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.

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.

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

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 17th day of July, 2020



By: Renee C. Llewellyn, Assistant Secretary



FORM 7: RESERVED



FORM 8: RESERVED



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 (16%), 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. Baja Electric Service, Inc.	\$ 643,283.40	16.6 %
Type of Work/Specialty: <u>Airfield Lighting</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 16 % 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	\$ 3,865,984.25
Total of DBE Subcontract(s) Work	\$ 643,283.40

Print Bidder's/Offeror's Company Name	Ajax Paving Industries of Florida, LLC
Print Name of Authorized Representative	Christie Alvaro, Asst. Corp. Sec.

Company Address:	One Ajax Drive		
	City: North Venice	State: Florida	Zip Code: 34275
Phone Number :	941-486-3600	Email:	kcoggins@ajaxpaving.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.

Christie Alvaro 2008 July 15, 2020
 Signature of Authorized Representative Date
 Christie Alvaro, Asst. Corp. Sec.



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: Ajax Paving Industries of Florida, LLC
Project Name#: Cargo Ramp Rehabilitation - Southwest Florida Int'l Airport

DBE Firm: Company Name: Rays Electrical Services Inc
Address: 15170 DEER PASS RD
City: Punta Gorda State: FL Zip: 33955

DBE Contact Person: Name: DAVID WEINRICH Phone: () 239 656 4186
E-mail: _____

Work items(s) to be performed by DBE Firm	Quantity/Unit Price	Total Value of Work
AIRFIELD LIGHTING	643 283 ⁴⁰	643 283 ⁴⁰
Totals		

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: \$ 643,283⁴⁰

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: [Signature] 7/17/2020
P.M. (Signature of DBE Firm's Authorized Representative) (Date)
(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.*



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.

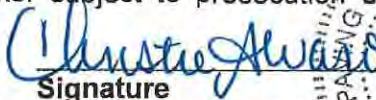
Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:


- 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 48

United States Code.
July 15, 2020

Date
Ajax Paving Industries of Florida, LLC
Company Name


Signature
Christie Alvaro, Asst. Corp. Sec.
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 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 than 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.

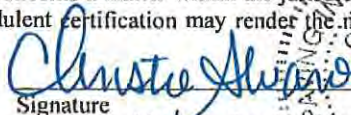
Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:


- Detailed cost information for total project using U.S. domestic product
- Detailed cost information for total project using non-domestic product

RFB 20-54MMW: Cargo Ramp Rehabilitation – Southwest Florida International Airport

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.
July 15, 2020

Date
Ajax Paving Industries of Florida, LLC
Company Name


Signature
Christie Alvaro, Asst. Corp. Sec.
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.

July 15, 2020

Date
 Ajax Paving Industries of Florida, LLC

Company Name

Christie Alvaro

Signature
 Christie Alvaro, Asst. Corp. Sec.

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:

Ajax Paving Industries of Florida, LLC

Christie Award

[END OF FORM]



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

Equipment Pre Qualified

Active Equipment Only

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

Equipment Pre Qualified Active Equipment Only

Equip#	Description	Serial#
CATEGORY : 20A- Field Loaders		
200738	Loader 07 Cat 950H	K5K01419
200736	Loader 07 Komatsu WA360-6	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	1DW544KZCBD638440
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	CAT0950MVFTRO0334
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	0289CJRTO0630
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	T0210LE688282
209887	Boxblade/Loader '98 Massey 9789 4x4	G16008
CATEGORY : 20D- Backhoe / Loaders		
200617	Backhoe/Loader 06 Case 580M2	N5C389919

Equipment Pre Qualified

Active Equipment Only

Equip#	Description	Serial#
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	1TO310JXJBD212902
201229	Backhoe/Loader 12 J.D. 310J	1T0310JXKA0186466
CATEGORY : 20E- Excavators		
200601	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	CAT0966MKEJAD1592
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	1FDNW7DC8KDF00558
251948	Truck Service 19 Ford F750	1FDWW7DX0KDF10574
CATEGORY : 25B- Grading Service Trucks		
250603	Truck Service 06 Ford F350 4x4	1FDWF35P36EB61207

Equipment Pre Qualified

Active Equipment Only

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

Equipment Pre Qualified

Active Equipment Only

Equip#	Description	Serial#
CATEGORY : 25F- Flat Bed Dump Trucks		
250911	Truck Flat Dump 09 Frl 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 Frl M2	1FVACWDC57HY37801
250756	Truck Attenuator 07 Frl 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	5VGFR4232DL003988
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 CROSLY TAG	CTL926209TS007911
CATEGORY : 30C- Live Bottom Trailers		
300743	TRL 07 TRKLG LIVE BOT OLB326NG	1TKLC31367W129374
300745	TRL 07 TRKLG LIVE BOT OLB326NG	1TKLC313X7W129376
300857	TRL 08 TRKLG LIVE BOT OLB326NG	1TKLC313X8W092976
301302	TRL 13 TRKLG LIVE BOT OLB26-102	1TKL0313XDW019707
301303	TRL 13 TRKLG LIVE BOT OLB26-102	1TKL03131DW019708
301304	TRL 13 TRKLG LIVE BOT OLB26-102	1TKL03133DW019709
301305	TRL 13 TRKLG LIVE BOT OLB26-102	1TKL0313XDW019710
301306	TRL 13 TRKLG LIVE BOT OLB26-102	1TKL03131DW019711
301307	TRL 13 TRKLG LIVE BOT OLB26-102	1TKL03133DW019712
301318	TRL 13 TRKLG LIVE BOT OLB26-102	1TKL03133DW042000
301319	TRL 13 TRKLG LIVE BOT OLB26-102	1TKL03135DW042001
301450	TRL 15 TRKLG LIVE BOT OLB26-102	1TKL03733FW106200
301451	TRL 15 TRKLG LIVE BOT OLB26-102	1TKL03735FW106201
301452	TRL 15 TRKLG LIVE BOT OLB26-102	1TKL03737FW106202
301453	TRL 15 TRKLG LIVE BOT OLB26-102	1TKL03739FW106203
301454	TRL 15 TRKLG LIVE BOT OLB26-102	1TKL03730FW106204
301455	TRL 15 TRKLG LIVE BOT OLB26-102	1TKL03730FW106199
301642	Trl 16 Trlkg Live Bot OLB332NG	1TKL03735GVW031162

Equipment Pre Qualified Active Equipment Only

Equip#	Description	Serial#
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

Equipment Pre Qualified

Active Equipment Only

Equip#	Description	Serial#
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 HDT5	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	5VGF1424GL001288
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	4P5P6242XJ1280378
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.Maxil 14 Frln M2106	1FVACXDT6EHFU3667
351411	Trk Prime L.B.Maxil 14 Frln M2106	1FVACXDT4EHFU3666
351677	Trk Prime L.B.Maxil 15 Int'l	3HAWAMMN8GL020493
351570	Trk Prime L.B.Maxil 16 Frln M2106	1FVACXDT0GHHL9798
351118	Truck Prime Eln 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

Equipment Pre Qualified Active Equipment Only

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	1HTSCLM2PH508296
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

Equipment Pre Qualified

Active Equipment Only

Equip#	Description	Serial#
CATEGORY : 65A- Tractors Lowboy		
650749	Truck Tractor 07 Int'l 9400	2HSCNSCR37C504024
651322	Truck Tractor 13 Pitrbit 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	1XPCDP9X9GD358628
651659	Truck Tractor 16 Peterbilt 567	1XPCDP9X9GD358629
651718	Truck Tractor 17 Peterbilt 567	1XPCDP9X0HD408611
651719	Truck Tractor 17 Peterbilt 567	1XPCDP9X2HD408612
651720	Truck Tractor 17 Peterbilt 567	1XPCDP9X4HD408613
651721	Truck Tractor 17 Peterbilt 567	1XPCDP9X6HD408614
651722	Truck Tractor 17 Peterbilt 567	1XPCDP9X8HD408615
651723	Truck Tractor 17 Peterbilt 567	1XPCDP9XXHD408616
651724	Truck Tractor 17 Peterbilt 567	1XPCDP9X1HD408617
651725	Truck Tractor 17 Peterbilt 567	1XPCDP9X3HD408618
651726	Truck Tractor 17 Peterbilt 567	1XPCDP9X5HD408619
651727	Truck Tractor 17 Peterbilt 567	1XPCDP9X1HD408620
651779	Truck Tractor 17 Peterbilt 567	1XPCDP9X4HD448948
651780	Truck Tractor 17 Peterbilt 567	1XPCDP9X6HD448949
651781	Truck Tractor 17 Peterbilt 567	1XPCDP9X2HD448950
651782	Truck Tractor 17 Peterbilt 567	1XPCDP9X4HD448951
651783	Truck Tractor 17 Peterbilt 567	1XPCDP9X6HD448952
651784	Truck Tractor 17 Peterbilt 567	1XPCDP9X8HD448953
651868	Truck Tractor 18 Peterbilt 567	1XPCDP9X8JD465869
651869	Truck Tractor 18 Peterbilt 567	1XPCDP9X4JD465870
651870	Truck Tractor 18 Peterbilt 567	1XPCDP9X6JD465871
651871	Truck Tractor 18 Peterbilt 567	1XPCDP9X8JD465872
651872	Truck Tractor 18 Peterbilt 567	1XPCDP9XXJD465873
651873	Truck Tractor 18 Peterbilt 567	1XPCDP9X1JD465874
652066	Truck Tractor 20 Peterbilt 567	1XPCDP9X4LD713912
652067	Truck Tractor 20 Peterbilt 567	1XPCDP9X4LD713909
652068	Truck Tractor 20 Peterbilt 567	1XPCDP9X2LD713911
652069	Truck Tractor 20 Peterbilt 567	1XPCDP9X0LD713910
652070	Truck Tractor 20 Peterbilt 567	1XPCDP9X6LD713913
652071	Truck Tractor 20 Peterbilt 567	1XPCDP9X8LD713914
652072	Truck Tractor 20 Peterbilt 567	1XPCDP9X7LD710566
652073	Truck Tractor 20 Peterbilt 567	1XPCDP9X9LD710567
652074	Truck Tractor 20 Peterbilt 567	1XPCDP9X0LD710568
652075	Truck Tractor 20 Peterbilt 567	1XPCDP9X2LD710569

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

Equipment Pre Qualified

Active Equipment Only

Equip#	Description	Serial#
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
701867	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		

Equipment Pre Qualified

Active Equipment Only

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	1FT7X2A80CEA95594
801222	Pickup 12 Ford F250	1FT7X2A66CEB72310
801361	Pickup 13 Ford F150	1FTEX1CM4DKF87268
801302	Pickup 13 Ford F250	1FTBF2A6XDEB55492
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

Equipment Pre Qualified Active Equipment Only

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 f	
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 Tri 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 Tri 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 tri	8500242
950923	Genset 09 Cat D100-6S on tri	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

Equipment Pre Qualified Active Equipment Only

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	Trl 03 Migh (for Genset)	4AGGU15264C035984
950618	Trl 06 Portable Silo	2011DEP1D002
950926	Trl 09 JRSF (for genset)	1J9TF16239F402037
951211	Trl 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 Weller E1250A	1152
951668	MTV 16 Weller E1250A	W1159
951748	MTV 17 Roadtec MTV-1100E	MTV-1100EX4004
951790	MTV 17 Roadtec MTV-1100E	MTV-1100EX4006
951830	MTV 18 Weller E1250B	1213

Equipment Pre Qualified
Active Equipment Only

Equip#	Description	Serial#
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Linda Weal	
	PHONE (A/C, No, Ext): (248) 519-1429 FAX (A/C, No): (248) 519-1401 E-MAIL ADDRESS: lweal@ghbh.com	
INSURED Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275	INSURER(S) AFFORDING COVERAGE	NAIC #
	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: 20-21 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			VTC2KCO8A097342	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			VTC2KCAP8A097354	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			US00091416LI	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	WCA000004620	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			QT6308A099255	6/1/2020	6/1/2021	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

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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



Employment Eligibility Verification



Welcome
Ingrid Delaney

User ID

Last Login
01:31 PM - 01/11/2016

Log Out

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- [My Profile](#)
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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](#)



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>	<u>CAPACITY</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

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.

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

6 City, state, and ZIP code
North Venice, FL 34275

7 List account number(s) here (optional)

Requester's name and address (optional)

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 \$732,265 to provide Construction Management and Construction Engineering Inspection Services associated with the Cargo Ramp Rehabilitation Project at RSW.
2. **FUNDING SOURCE:** Federal Aviation Administration Grant 3-12-0135-57-2020, Florida Department of Transportation Grant 431367, RSW Construction Account 20861641234.506510.50
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:** 10/20/2020

7. **BoPC MEETING DATE:** 11/5/2020

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 the Cargo Apron.

On November 3, 2016, the Board entered into a contract with Owen-Ames-Kimball after a competitive selection process pursuant to Florida Statutes for all phases of this work. For this phase, 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 the Cargo Ramp Rehabilitation. These services include:

- Acting as an extension of staff, Owen-Ames-Kimball will provide general oversight of all aspects of the construction phase
- Project schedules and budgets

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** (7-0)
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

- 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 \$732,265, \$275,949 of which will be paid to local sub consultant firms, and \$45,649 will be paid to a DBE firm.

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

→ Airside Pavement Rehab 2 – Cargo Apron & TWs A2/A3



CA No. 19

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 Manager for Cargo Ramp Rehab

(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
#431367-1-94-01 & #431367-1-94-02

FDOT: _____ FAA: _____
FDOT Representative FAA Representative

**Approved as to form for the reliance of the
Lee County Port Authority only:**

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
CEI Services	Hole Montes 6200 Whiskey Creek Fort Myers, FL 33907	\$195,300.00	No	
Survey Verification	T2 Utility Engineers 5670 Zip Drive Fort Myers, FL 33905	\$35,000.00	No	
QA Testing	Lomski Engineering & Testing 17210 Toledo Blade Blvd. Port Charlotte, FL 33954	\$45,649.00	Yes	\$45,649.00

Owen-Ames-Kimball Company Contract No. 7551

EXHIBIT B - CONTRACT SUMMARY

Contract Amendment 19

9/29/2020

#	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	Rehab of Taxiway A,F, and G2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,382,138.00	\$ -	\$ 2,382,138.00	\$ -
11	New Airfield Lighting Vault	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,092,062.03	\$ -	\$ 3,092,062.03	\$ -
12	CM for Cargo Ramp Rehab	\$ -	\$ -	\$ -	\$ 732,265.00	\$ -	\$ -	\$ -	\$ -	\$ 732,265.00	\$ -	\$ 732,265.00	\$ -
CONTRACT TOTALS		\$ 273,842.00	\$ -	\$ -	\$ 732,265.00	\$ 66,919.42	\$ 130,645.12	\$ 25,930.65	\$ 16,855.00	\$ 6,703,802.22	\$ 459,058.19	\$ 6,206,465.03	\$ 38,279.00

Board-approved Level 4 - \$100,000 11/3/16

Tasks 10 & 11 are pending ASMC and Board approval - ASMC in August and Board in September

Task 12 – RSW Cargo Ramp Rehabilitation **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.

The Construction Phase Contract Documents for this project includes:

- The Board-approved Basic Agreement between the LCPA and the CM
- This contract Amendment
- The project-specific scope of work identified below to include:
 - Project Information Sheet
 - Supplemental General Contract Conditions
 - RSW Cargo Ramp Rehabilitation Project Bid Documents prepared by Kimley Horn dated June 2020
 - Addendums 1 and 2 dated July 9, 2020 and July 15, 2020 respectively

This Contract amendment also extends the expiration date of the contract between LCPA and OAK to June 30, 2022.

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 Cargo Ramp Rehabilitation.

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. 35 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. 35 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. 35 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 30 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 pursuant 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 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.

- (d) 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.
- (e) 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:

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 that 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.

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 Punch list) to the GC for corrective action with copies to all parties.

Upon correction of the deficiencies, the CM shall accept a written request by the General Contractor 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 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) Provide red-line as-built drawings 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.

VI. FEE SUMMARY

Total Lump Sum: \$ 732,265

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. The Lump Sum fee is based on assumptions/estimates of personnel, hourly rates, man hours, indirect expenses, time durations, etc. needed to effectively accomplish the scope of work. As such, the project assumptions made during good faith negotiations are the basis for the Lump Sum fee. The Lump Sum scope equals the Lump Sum fee. As such, the Lump Sum fee is not guaranteed regardless of scope or time impacts to the project. If at any time during the progression of work under this Contract the project assumptions and resulting agreed upon scope of work substantially or materially change, then the Lump Sum fee will be adjusted to reflect these changes by a Contract Amendment. 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.

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.

The fee for the CM activities is a lump sum amount distributed as follows:

CM Management Fee	\$ 456,316
Subconsultant Costs	\$ 275,949
Total Lump Sum	\$ 732,265

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board authorize a contract amendment with Kimley-Horn & Associates, Inc. in the amount of \$310,875 to perform Construction Administration for the Rehabilitation of Cargo Apron at RSW.</p> <p>2. FUNDING SOURCE: Federal Aviation Administration Grant 3-12-0135-57-2020, Florida Department of Transportation Grant 431367, RSW Construction Account 20861641234.506510.70.</p> <p>3. TERM: Five Years.</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides needed construction administration services during construction of the project.</p> | <p>5. CATEGORY: 23.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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:

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 the Cargo Apron.

On November 3, 2016, the Board entered into a contract with Kimley-Horn & Associates after a competitive selection process pursuant to Florida Statutes 287 for all phases of this work. For this phase, staff has negotiated a contract with Kimley-Horn to perform Construction Administration (CA) services for the rehabilitation of the Cargo Apron. 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 \$310,875.

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

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 (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Background (continued)

required. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:

Exhibit

Contract Amendment

→ Airside Pavement Rehab 2 – Cargo Apron & TWs A2/A3



CA No. 21

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 Cargo Ramp Rehabilitation.

(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 *Michael Carey* 7/20/20

Gary R. Ratay *Gary R. Ratay* 7/20/20

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. 21

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

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	\$ -
13	CA Services for New Airfield Ligting Vault	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,145.00	\$ -	\$ 138,145.00	\$ -
14	CA Services for Cargo Ramp Rehab	\$ -	\$ -	\$ -	\$ 310,875.00	\$ -	\$ -	\$ -	\$ -	\$ 310,875.00	\$ -	\$ 310,875.00	\$ -
CONTRACT TOTALS		\$ 4,888,392.14	\$ -	\$ (2,969.00)	\$ 310,875.00	\$ 82,460.00	\$ 144,533.91	\$ 679,981.72	\$ 149,564.00	\$ 6,667,141.27	\$ 5,455,565.17	\$ 1,174,751.50	\$ 28,291.00

Board-approved Level 4 - \$100,000 11/3/16

Task 12 and 13 are going to the August ASMC and September Board Meetings for approval.

CONSTRUCTION ADMINISTRATION SERVICES FOR CARGO RAMP REHABILITATION AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

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 construction project associated with this Scope of Work is the Cargo Ramp Rehabilitation.

The Scope of Work included herein includes Services During Construction only for the Cargo Ramp Rehabilitation and is not associated with other on-going construction projects related to the Airside Pavement Rehabilitation program. Services will include Construction Administration (CA) services only. Resident Project Representative services are not included in this scope of work.

The Cargo Ramp Rehabilitation includes:

- Mill and overlay of Taxiways A3 and A4, north of Taxiway A
- Mill and overlay of the Cargo Ramp and vehicle service area north of the concrete apron/aircraft parking
- Crack and spall repairs, joint seal replacement, and select panel/slab removal and replacement within the concrete apron
- Guidance sign replacement at Taxiways A3 and A4 within the limits of the project.
- Cable and taxiway edge light replacement along Taxiways A3 and A4 within the limits of the project.
- Five (5) high mast light poles

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

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 212 (30 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 2A	31
Phase 2B	29
Phase 2C (Concurrent with 2B)	29
Phase 3A	30
Phase 3B	16
Phase 4A	45
Phase 4B	31
Phase 4C (Concurrent with 4B)	31
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; 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 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 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 four (4) Pework 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 or tenants 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 CSPP

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 30-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 and Rehabilitation of Taxiways A, F, and G2 projects. An additional 12 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 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

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board accept donation of historical items from Richard Lipscomb, relative of Captain Channing Page, for display in Base Operations at Page Field.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Allows Page Field Airport to accept donation of World War I historical items formerly owned by Captain Channing Page, for whom Page Field is named.</p> | <p>5. CATEGORY: 24.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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)</p> <p>NAME <u>Gregory S. Hagen</u></p> <p>DIV. <u>Port Attorney</u></p> |
|---|--|

10. BACKGROUND:

On May 21, 1942, the Lee County Board of County Commissioners adopted a resolution renaming the Lee County Airport in Fort Myers, Florida "Channing Page Field" in honor of Captain Channing Page, World War I pilot and well-known local aviator. Since its renaming, the Airport has come to be known as Page Field and is operated by the Port Authority as a public-use airport.

Authority has on display a collection of aviation memorabilia at its main administrative center, Base Operations at Page Field, dating from the airport's early days as an Army Air Force training base and later as a commercial airport. Mr. Lipscomb, a descendent of Captain Page, has offered to add to this collection by donating fabric from Captain Page's military aircraft and commendations for his war-time service for display at Page Field.

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 (7-0)</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> |
|---|---|

PAGE FIELD BASE OPERATIONS
DONATION AGREEMENT AND ACCEPTANCE

This Agreement is made this _____ day of _____, 2020, between the Lee County Port Authority at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 ("Authority"), and Richard Channing Lipscomb ("Lipscomb"), whose mailing address is P.O. Box 16445, Panama City, FL 32406.

Background

On May 21, 1942, the Lee County Board of County Commissioners adopted a resolution renaming the Lee County Airport in Fort Myers, Florida "Channing Page Field" in honor of Captain Channing Page, World War I pilot and well-known local aviator.

Since its renaming, the Airport has come to be known as Page Field and is operated by the Authority as a public-use airport.

Authority has on display a collection of aviation memorabilia at its main administrative center, Base Operations at Page Field, from the airport's early days as an Army Air Force training base and later as a commercial airport. Lipscomb has offered to add to this collection by donating memorabilia formerly owned by his ancestor, Captain Channing Page, for display at Page Field.


Now therefore, in consideration of the above, and the mutual promises below, the parties agree:

1. Lipscomb hereby donates to Authority the aviation memorabilia ("the Items") described in Exhibit "A", which is attached and made part of this Agreement.
2. Authority agrees to restore and display the Items as part of its aviation memorabilia display in the Base Operations Building at Page Field. Authority agrees to maintain the items on continuous display, subject to operational needs to relocate or temporarily remove the items from display, as it may determine.
3. If Authority decides to remove the Items from display for more than six months, or later to either permanently store or dispose of the Items, it will first make every reasonable effort to contact Lipscomb or his heirs to ask if they would like the Items returned to them before either permanently storing or disposing of the Items.
4. By agreeing to donate the listed Items, Lipscomb releases any claim to ownership, subject to the right to return of the Items under the circumstances described above. Lipscomb further discharges the

Authority and Lee County and their respective commissioners, officers, employees, agents, and assigns, from any and all claims, demands, or causes of action of any kind and in any way arising out of this donation.

5. Lipscomb further consents and agrees that the Authority, its employees, and agents will have the right to take photographs, videotape, or digital recordings depicting the Items and to use these in any and all media, now or hereafter known, for all purposes.
6. Lipscomb understands that Authority accepts the donation of the Items for their historical value only and that there will be no financial or other remuneration for the Items.

Witnessed by:


Lana Williams

ATTEST: CLERK OF COURTS
LINDA DOGGETT

By: _____
Deputy Clerk

Signed by:


Richard Channing Lipscomb

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 Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

EXHIBIT "A"

Description of Display Items

United States 88th Aero Squadron Insignia on a piece of airplane fabric

Three Framed Documents:

Croix de Guerre dated December 8, 1918

Croix de Guerre dated January 8, 1919

Distinguished Service Cross

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board adopt by resolution revisions to Lee County Port Authority Policy Manual Section 740, Commercial Ground Transportation Policy.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Amends the Port Authority Ground Transportation Policy to revise regulations and fees governing ground transportation providers operating at Southwest Florida International Airport.</p> | <p>5. CATEGORY: 25.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 10/20/2020</p> <p>7. BoPC MEETING DATE: 11/5/2020</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>Gregory S. Hagen</u></p> <p>DIV. <u>Port Attorney</u></p> |
|---|---|

10. BACKGROUND:

The Port Authority's Ground Transportation Policy governs all ground transportation (GT) companies operating at the Airport. Revisions to the Policy are necessary based on Port Authority staff's experience in overseeing GT operations. Additional changes are also needed to address recent statutory changes to the types of GT service providers and the increased costs to operate Airport facilities. To accommodate the new GT service providers, the revised policy permits and sets Per Trip Fees for new GT operators, Luxury Ground Transportation Network Companies and Mini-Bus Operators.

The Port Authority also recently solicited proposals for an On-Demand Taxicab Concessionaire to serve the Airport, based on a minimum \$3.00 per trip Privilege Fee. For consistency, and to insure a level playing field between competing ground transportation providers, staff requests the Board revise the GT Policy to increase the Transportation Network Company (TNC) and Courtesy Hotel Shuttle Privilege Fee to \$3.00 per pick-up to match that of the On-Demand Taxicab Concession.

The attached Resolution Exhibit "A" shows the proposed Policy changes in strike/underline format. The referenced fees are listed in the GT Policy's revised Exhibit D, Ground Transportation Category Fee Schedule. To correspond to the effective date of the new On-Demand Taxicab Concession Agreement, staff recommends the attached GT Policy changes take effect on December 1, 2020.

Attachments:

- (1) Amended Section 740, Port Authority Policy Manual

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 (7-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

(2) Adopting Resolution

**A RESOLUTION OF THE LEE COUNTY
BOARD OF PORT COMMISSIONERS
AMENDING THE PORT AUTHORITY
POLICY MANUAL SECTION 740,
PERTAINING TO COMMERCIAL GROUND
TRANSPORTATION; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE**

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

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

WHEREAS, the Board of Port Commissioners of the Lee County Port Authority, pursuant to Section VIII of Lee County Ordinance No. 01-14 has adopted an amended and restated Policy Manual, separate and distinct from the policies of Lee County, Florida, by adoption of Port Authority Resolution No. 13-06-56 on June 24, 2013; as amended by Resolution PA-14-06-26, on June 24, 2014; Resolution PA-15-05-07, on May 7, 2015; and Resolution No. 17-06-39, on June 22, 2017; and Resolution No. 17-10-02, on October 10, 2017; and,

WHEREAS, the Board of Port Commissioners desires to amend the Port Authority Policy Manual to adopt revised regulations for several categories of ground transportation service providers offering service to the public at the Southwest Florida International Airport and Page Field Airport and update the Permit and Privilege Fee Schedule for all categories.

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

1. The above preamble is accepted and approved as true and accurate, and is adopted and incorporated as if set out herein at length.
2. The proposed amendments to the Lee County Port Authority Policy Manual, Section 740, pertaining to Ground Transportation Service, by revising current regulations, with new language underlined and

deleted text shown in strike-through text, are approved as attached and incorporated herein as Exhibit "A".

- 3. The provisions of this Resolution are severable, and it is the intention to confer to the whole or any part of this Resolution, the powers herein provided for. If any provision of this Resolution is held unconstitutional by a court of competent jurisdiction, the decision of the court will not affect the remaining provisions. It is the Board's intent that this Resolution would have been adopted without such unconstitutional provision.
- 4. This Resolution may be revised without approval by the Board to correct typographical or administrative errors that do not change the tone, tenor or concept of the Resolution.
- 5. The provisions of revised Port Authority Policy Manual Section 740 shall take effect December 1, 2020, following adoption of this Resolution by the Board of Port Commissioners.

Commissioner _____ made a motion to adopt the foregoing resolution, seconded by Commissioner _____. The vote was as follows:

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2020.

JOHN E. MANNING _____

CECIL PENDERGRASS _____

RAY SANDELLI _____

BRIAN HAMMAN _____

FRANK MANN _____

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Brian Hamman, Chair

Approved as to Form for the Reliance of
Lee County Port Authority Only:

BY: _____
Office of the Port Authority Attorney

EXHIBIT "A"

740: COMMERCIAL GROUND TRANSPORTATION

740.01: Introduction

A. Background

The Port Authority adopted the current Ground Transportation Policy in stages starting in 1988, beginning with Taxi/Limousine Procedures, upon the expiration of its exclusive contract with Sun Lines. Four transportation service permit categories were created to provide the framework for the Commercial Ground Transportation Policy. The categories were:

1. Charter Bus Service
2. Airport Ground Transportation Service (demand customer service)
3. Courtesy Vehicle Permits (prereserved customer service)
4. Occasional User Permits

This policy revised and superseded the prior Ground Transportation Policy by combining the various policies making up the former system into a single document; incorporating new Ground Transportation permit categories and providing permitting requirements. This policy further reflects current operational requirements at the Midfield Southwest Florida International Airport Terminal; and conforms the Commercial Ground Transportation Policy to the requirements of Section 627.748, Florida Statutes (2017) (2020) regarding Transportation Network Companies and the Lee County Taxicab and Livery Regulatory Ordinance, No. 11-07, as amended and restated by Ordinance Nos. 11-25 and 15-05.

B. Purpose

Under governing law, the Port Authority periodically conducts analyses and generates reports regarding the provision of commercial ground transportation services to the public for the Southwest Florida International Airport and Page Field through its staff, legal counsel, airport consultants and consulting engineers. As a result of this process, the Port Authority periodically establishes, revises, and updates, as necessary, the policies governing such services.

1. The purpose of this policy is to ensure that high-quality ground transportation service between the Southwest Florida International Airport and Page Field and fixed destinations in Lee County and the

adjoining areas is available to all airline passengers at appropriate locations, times, and frequencies and at reasonable prices.

2. The Port Authority will attempt to provide appropriate and convenient facilities to permit the efficient operation of rental cars, taxicabs, prearranged vehicles, courtesy shuttle vehicles, charter and scheduled bus service vehicles, Transportation Network Company vehicles, and other commercial ground transportation vehicles and vehicles for hire as may be permitted to operate at the Airports from time to time. Provision of such services will be consistent with the operational and physical constraints imposed by the limited space available at the Terminal curb and elsewhere on the Airports property, safety requirements and federal security directives, and such other constraints as may result from operation of the Airports or as dictated by Federal, State or Local law.
3. The basis for the Ground Transportation System at the Southwest Florida International Airport and Page Field is provided by the Airport Rules and Regulations Ordinance, Lee County Ordinance 94-09, and Chapters 125 and 332, Florida Statutes, and as amended, or as further amended, renumbered, or replaced.

This policy will serve as the Ground Transportation Operating Procedures adopted by the Port Authority, as referenced in the Airport Rules and Regulations Ordinance, and adopted as separate regulations, and as may be amended from time to time, and as supplemented by specific contract, license, permit, or other form of written permission to operate between the Port Authority and each Ground Transportation Operator. To the extent of any conflict between this Policy and the Airport Rules and Regulations Ordinance, the Ordinance shall control.

4. Except for the airport on-demand taxicab concession, each category of ground transportation service will require the operator to obtain a contract, permit, license, or other form of written permission to operate before starting operations at the Airports. Airport on-demand taxicab service shall be governed by concession agreement.
5. On-Airport Rental Car, On-Airport Courtesy Vehicles, Baggage Courier Services, and Peer-to-Peer Car Rental or Car Sharing operations are permitted and regulated by ordinance and individual contracts or permits, and are not covered by this policy.
6. Any other type of commercial ground transportation service not specifically addressed by this Policy shall be regulated by the Airport

Rules and Regulations Ordinance and any contract, license or permit to operate, or other form of written permission issued under the terms of that ordinance.

C. Ground Transportation Categories

The following Ground Transportation categories are hereby established:

1. On-Demand Taxicab Concession
2. Prearranged Vehicle Operator
3. Courtesy Hotel Shuttle Service
4. Charter Bus
5. Public Transit
6. Transportation Network Company and Luxury Ground Transportation Network Company Vehicles
7. Off-Airport Service Shuttle (e.g. Rental Car and Parking, etc.) Operator

D. Definitions

1. Airport - the Southwest Florida International Airport in Fort Myers, Florida.
2. Car Sharing - a model of car rental where cars are rented for short periods of time, often by the hour. The organization renting the cars may be a commercial business or the users may be organized as a company, public agency, cooperative, or ad hoc grouping. Car sharing can also be a system in which a fleet of cars is jointly-owned by the users, such as a car club.
3. Carrier - a ground transportation operator, whether a firm or individual, holding any of the ground transportation permits, licenses, or concession agreements authorized by this policy.
4. Charter Bus - a vehicle providing prereserved ground transportation to individuals or groups with a capacity of ~~eighteen (18)~~ thirty (30) or more passengers, not including the driver. Within the Charter Bus category, there is a ground transportation subcategory consisting of any vehicle with a capacity of fifteen (15) to twenty-nine (29) passengers not including the driver, that will be designated a Minibus.
5. Commercial Ground Transportation Staging Area - the remote parking area reserved for commercial ground transportation vehicles as shown on Exhibit "A", attached and made part of this Policy, and

as may be revised, relocated or amended by the Executive Director, or his or her designee, from time to time. The Staging Area includes both the Commercial Ground Transportation Parking Lot and Building.

6. Commercial Scheduled Bus Service - regularly scheduled bus service made available to passengers without prior reservation and provided by a commercial for-profit operator.
7. Commercial Transportation Plaza (CTP) - the area on the Terminal front as shown on Exhibit "B", attached and made part of this Policy.
8. Courtesy Hotel Shuttle Vehicle - a vehicle providing free scheduled and nonscheduled ground transportation to a predetermined location or locations.
9. Peer-to-Peer Rentals - the process whereby a private car owner makes their personal vehicle available for others to rent for short periods of time. This is typically operated through a company or a web-based application.
10. Permitted Vehicle - any commercial ground transportation vehicle, except for a Transportation Network Company vehicle, licensed to provide commercial ground transportation service under local, state, and federal law and authorized to operate on Airport premises by permit issued under this policy or by concession agreement with the Port Authority.
11. Port Authority - the Lee County Port Authority as operator of the Airports.
12. Prearranged Vehicle - a vehicle for hire transporting passengers by prior arrangement only, so that the driver knows the passenger's name, arrival time, and destination before arriving on Airport property and meeting the passenger or passengers, with a capacity of fourteen (14) or less passengers, not including the driver. Vehicles operated by Transportation Network Company Drivers using a Transportation Network Company digital network to prearrange rides, as those terms are used in Section 627.748, Florida Statutes (2017), are specifically excluded from the definition of "Prearranged Vehicles".
13. Prearranged Vehicle Operator Permit - a permit issued for each vehicle in the Prearranged Vehicle Operator's fleet to show their compliance with Lee County Ordinance No. 11-07, as amended by

Nos.11-25 and 15-05, or as further amended, renumbered or replaced and the requirements of this Policy.

14. Terminal Curb - the area, including the sidewalk, adjacent to the Terminal Building, as shown on Exhibit "B", attached and made part of this Policy.
15. Transportation Network Company - an entity operating under the provisions of Section 627.748, Florida Statutes ~~(2017)~~ (2020) or as amended or renumbered from time to time and using a digital network to connect a passenger to a TNC driver for transportation. For purposes of this Policy, the term "Transportation Network Company" includes entities operating as Luxury Ground Transportation Network Companies.
16. Transportation Network Company Staging Areas - Areas designated for non-exclusive use by TNC vehicles to stage prior to picking up passengers as designated by the Port Authority from time to time.

740.02: Ground Transportation Permitting

A. Airport Taxicab Service

Airport On-Demand Taxicab Service is transportation service to designated points and requested on a passenger walk-up (nonreserved) basis or as otherwise designated by concession agreement (but may also include prereserved transportation service for passengers requiring a Disabled Passenger-Accessible Vehicle). The right to provide such service shall be granted by an Airport On-Demand Taxicab Concession Agreement (the "Concession Agreement") between the Port Authority and one or more carriers.

1. The Concession Agreement will grant a carrier the nonexclusive right to park and stand designated ground transportation vehicles on Airport property, to load, on demand, passengers and/or their baggage into such vehicles, and to transport said passengers and their baggage off Airport property to the passengers' desired destination.
2. The Port Authority will allow other taxicab, limousine, Prearranged Vehicle, Courtesy Shuttle Vehicle, and Transportation Network Companies, to deliver customers to the Airports without violating the terms of any Concession or any Transportation Network Company Agreement Authorization Letter. Companies operating under the Port Authority's Prearranged or Courtesy Shuttle Vehicle Permits

and Transportation Network Drivers providing rides through a Transportation Network Company digital network and operating under Section 627.748, Florida Statutes (~~2017~~) (2020), will also be permitted to pick up passengers with reservations at the Airports without violating any of the terms of the Concession Agreement.

3. The terms and conditions of the Concession Agreement shall dictate the carriers' rights and responsibilities in providing this service.
4. All Taxicab Fares shall be not-to-exceed rates, based on the passenger's requested destination and in accord with the Southwest Florida International Airport Taxi Fare Zone Map and the Southwest Florida International Airport Taxi Fare Zone Descriptions, attached and incorporated herein as Exhibits "C-1" and "C-2".
5. During the term of any Concession Agreement that establishes fixed fares for passenger destination zones, the Executive Director, or his or her designee, may authorize adjustments to the Taxicab Concessionaire(s) fuel price surcharges in accordance with the following formula and the Fuel Range Table below:

FUEL RANGE TABLE	
Retail Fuel Cost Range	Mid Fuel Range (MFR)
\$3.00 - \$3.29	\$3.13
\$3.30 - \$3.59	\$3.45
\$3.60 - \$3.89	\$3.75
\$3.90 - \$4.19	\$4.05
\$4.20 - \$4.49	\$4.35
\$4.50 - \$4.79	\$4.65
\$4.80 - \$5.09	\$4.95
\$5.10 - \$5.39	\$5.25
\$5.40 - \$5.69	\$5.55
\$5.70 - \$5.99	\$5.85
\$6.00 - \$6.29	\$6.15
\$6.30 - \$6.59	\$6.45
\$6.60 - \$6.89	\$6.75
\$6.90 - \$7.19	\$7.05
\$7.20 - \$7.49	\$7.35
\$7.50 - \$7.79	\$7.65
\$7.80 - \$8.09	\$7.95
\$8.10 - \$8.39	\$8.25
\$8.40 - \$8.69	\$8.55
\$8.70 - \$8.99	\$8.85

Fuel Prices Surcharges shall be calculated using the following data and formula.

- The retail cost of regular gas as published daily by the American Automobile Association (AAA) for the Fort Myers and Cape Coral areas.
- On the first business day of each month daily retail fuel costs, for the previous month, will be analyzed for movement either up or down within a predetermined thirty cents per gallon range.
- If the daily cost of fuel for the month analyzed is continuously within a range either above or below the previous month's range, a new fuel surcharge will be computed using the following formula:

Where,

$$FS = \frac{MFR - BLCF}{FAMG} * AZM$$

FS = Fuel Surcharge – The dollar amount to be added to the Taxicab Zone Rate fares by zones as necessary to compute the total zone fare.

MFR = Mid Fuel Range – The mid-point of a predetermined range of thirty cents that is used to moderate fluctuations in daily fuel price changes. See Fuel Range Table above.

BLCF = Base Line Cost of Fuel - The prevailing cost of fuel as reported by the AAA for the Fort Myers area on October 1, 2006, which was \$2.33.

FAMG = Fleet Average Miles per Gallon – The average miles per gallon for the Southwest Florida International Airport taxicab concession fleet as reported and approved by the Port Authority.

AZM = Average Zone Miles – The average miles by zone as calculated by the Port Authority.

- The calculated surcharge for each zone will then be rounded to the nearest dollar and added to the appropriate taxicab zone rate.

Regardless of fuel fluctuations, the Executive Director, or his or her designee, may not authorize an adjustment to the fuel surcharge any more frequently than once per month. Any adjustment will be implemented on the start of the third business day following the authorization.

B. Prearranged Vehicle Operator Permits

The Prearranged Vehicle Operator Permit authorizes a Carrier to operate a prearranged vehicle to pick up prereserved passengers at the Airports at such locations as the Port Authority may designate from time to time.

The Prearranged Vehicle Operator Permit will also be used to authorize any new Commercial Ground Transportation operation not specifically listed in this Policy, but developed in the future. Transportation Network Companies are specifically excluded from this Permit category.

1. General Provisions

- a. Permit Application. Applicants must apply for a separate Prearranged Vehicle Operator Permit for each vehicle they intend to operate as a Prearranged Vehicle. If the applicant operates multiple business entities, the vehicle permit must identify the entity under which the vehicle is operating under.
- b. Term. Twelve (12) months running from October 1 to September 30 of each year. The term shall be prorated (by month) for any permit issued after October 1 of each year, with all permits expiring on September 30 of that year.
- c. Permit Fee. Carrier will pay a Permit Fee as per the fee schedule listed in Exhibit "D".
- d. County Regulations. Carrier shall comply with the terms of Lee County Ordinance No. 11-07, as amended by Nos. 11-25 and 15-05, or as further amended, renumbered or replaced from time to time, prior to commencing operations at the Airports.

2. Special Provisions

- a. Display of Permit. All prearranged vehicle drivers must display, or produce upon request, a valid Prearranged Vehicle Operator Permit for their vehicle at all times while operating a vehicle on the Airports.
- b. Passenger Manifests. All prearranged vehicle drivers must have a passenger manifest in either paper or electronic form available for inspection upon request by Port Authority staff while in transit, between dispatched pickups, waiting for a dispatched pickup or operating a vehicle on the Airports.
- c. Permitting Requirements. Permits are granted based on satisfactory completion of a Prearranged Vehicle Operator Permit Application; submission of a copy of the Lee County Certificate to operate a motor vehicle for hire company; and proof of insurance. The maximum number of carriers authorized to provide Prearranged Vehicle services at the Airports shall be established by the Authority and may be adjusted from time to time. Currently, there is no cap on the number of carriers providing Prearranged Vehicle Services.

- d. Insurance. Carrier must maintain in force during the term of the permit insurance covering all vehicles, including all owned, non-owned and hired vehicles that meets the minimum requirements of Lee County Ordinance No. 11-07, as amended by Nos. 11-25 and 15-05, and as further amended from time to time.

Regardless of the insurance coverage amounts required, insurance coverage for all prearranged vehicles must continuously meet those coverage amounts, and may not be reduced when the vehicle is on the airport and is idle or between dispatched rides.

- e. Carriers who refuse requests for transportation or block access to their ride-booking software or apps by Port Authority personnel are subject to immediate revocation of their permits and may be in violation of Section 316.1935, Florida Statutes.
- f. Prearranged vehicles may use the Terminal Curb (active loading only) or other designated areas to pick up passengers. The Port Authority may relocate designated pick-up areas from time to time as security and operational needs dictate. Prearranged Vehicles may also use the Short Term Parking Garage to load passengers and their baggage, and while parked, to wait for passengers. ~~Prearranged vehicles may park anywhere in the garage in areas designated for such parking from time to time, except in handicapped spaces (unless the vehicle is operated as a disabled passenger accessible vehicle).~~ Prearranged vehicles will pay for parking in the garage at the same rates as the general public and the Lost Ticket maximum charge will apply for any lost parking ticket.

C. Courtesy Hotel Shuttle Vehicle Permits

Authorizes a Carrier to use a Permitted Vehicle at the Airports to pick up passengers at the Commercial Transportation Plaza or at such other location, or locations, as the Port Authority may designate from time to time for transport to a hotel.

1. General Provisions

- a. Term. Twelve (12) months running from October 1 to September 30 of each year. The term shall be prorated (by

month) for any new permit issued after October 1 of each year, with all permits expiring on September 30 of that year.

- b. Privilege Fee. Carrier will pay a Privilege Fee as per the fee schedule listed in Exhibit "D".
- c. Permitting Requirements. Permits are granted based on submission of a Courtesy Hotel Shuttle Permit Application and the submission of Certificates of Insurance. The maximum number of carriers authorized to provide Courtesy Hotel Shuttle services shall be established by the Port Authority and may be adjusted from time to time. Currently there is no cap on Courtesy Hotel Shuttle Vehicle services.
- d. Insurance. Carrier must maintain in force during the term of the permit insurance covering all owned, non-owned and hired vehicles:
 - (1) Comprehensive General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) Bodily Injury, Property Damage Combined Single Limit. Coverage shall also include Personal Injury, Blanket Contractual Coverage for this Operation and Independent Contractors Coverage.
 - (2) Automobile Liability Insurance on the Comprehensive Form in the minimum amount of One Million Dollars (\$1,000,000.00) Bodily Injury and Property Damage Combined Single Limit. Coverages shall be in compliance with the Florida Financial Responsibility Law and the Florida Automobile Reparations Reform Act.
 - (3) Workers' Compensation and Employers Liability Insurance as required by the Laws of the State of Florida. Employers Liability Limit to be not less than One Hundred Thousand Dollars (\$100,000.00) each accident.
 - (4) All coverages will be primary and non-contributory to the Port Authority policies. Operator will name Lee County Port Authority as an additional insured on Auto and General Liability policies, and will waive its right to subrogate against the Port Authority on all claims.

- (5) Hold Harmless Agreement. By accepting a permit under this Policy Operator agrees to indemnify, defend and hold Lee County, the Port Authority, and their respective boards, officers, agents and employees free from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction to property or loss of use thereof, whether it be the person or property of Operator, its agents, or employees, or any third persons, from any cause or causes whatsoever arising from Operator's operations.

2. Special Provisions

- a. Every Courtesy Hotel Shuttle operator regularly loading passengers at the Airports must obtain a permit for each vehicle used in such shuttle service. Only vehicles displaying a current permit will have the right to load passengers at the Airports.
- b. Carriers may request to add to or delete vehicles from their list of Permitted Vehicles at any time. All requests must be in writing and made to the Port Authority in advance of any operations utilizing that vehicle at the Airports.
- c. The Port Authority will designate pick-up location(s) for Courtesy Hotel Shuttle operations at the Airports. Stopping is allowed for purpose of active loading and unloading passengers only. Courtesy Hotel Shuttles Vehicles may not be left unattended at any time. All signs designating locations for the loading of Courtesy Hotel Shuttles for hotel guests will be provided by the Port Authority.
- d. Any Courtesy Hotel Shuttle Vehicle used for both hotel guest and hotel off-airport parking customer transport will pick up all passengers in the designated area for the specific passenger service requested. Repeated failure to pick up passengers in the designated area will result in the Port Authority designating a single pick up location that is off the Terminal Curb for that vehicle and for all passengers regardless of the service requested.
- e. Courtesy Hotel Shuttles may not be passenger sedans (5 or less passengers) and must be appropriately marked for the

hotel for which it is providing shuttle service. Sedans, limousines, stretched limousines, executive cars, black cars and other similar sedan-based or crossover vehicles normally reserved for pre-arranged transportation are prohibited in the CTP. A six (6) passenger minivan or larger is the smallest size of vehicle allowed in the CTP for this category.

D. Charter Bus Operating Permits

The Charter Bus Operating Permit authorizes a Carrier to provide charter bus service for prereserved groups and individuals. A Charter Bus Operating Permit governs the operations of both Charter Buses and Minibuses as defined in this Policy. Charter bus service enables a carrier to handle larger size groups.

1. General Provisions

- a. Term. Thirty-six (36) months running from January 1st to December 31st of each year. The term for any permit issued after January 1 of each year shall not be adjusted, but shall expire on December 31st. The permit may be renewed annually upon proof that Carrier has complied with all of the permit terms.
- b. Privilege Fee. Permitted Carriers shall pay a Privilege Fee as per the fee schedule listed in Exhibit "D".
- c. Unannounced Arrivals and Unpermitted Charter Operations. Unannounced or unpermitted Charter Buses arriving at the Airports will be allowed to operate one time and will be billed per the fee schedule in Exhibit "D". A Carrier must obtain a permit before the next operation.
- d. Quality of Buses. Carrier's buses must be modern, up to date, air conditioned, clean, neat in appearance, and safe for operation. Buses must be plainly marked, distinctively painted and have such other features as are commonly used in first-class transportation operations.
- e. Bus Employees. Carrier must employ drivers possessing the appropriate licenses for the vehicle operated and the service offered. All employees and agents must be clean, neat in appearance, appropriately attired, and courteous at all times.

- f. Insurance. Carrier must maintain in force during the term of the permit:
- (1) Public Liability Insurance, including bodily injury/property damage/environmental restoration coverages, in the minimum amount of One Million Dollars (\$1,000,000.00) Combined Single Limit.
 - (2) Automobile Liability Insurance on the Comprehensive Form, insuring all owned, non-owned and hired vehicles exposure, in the minimum amount of Five Million Dollars (\$5,000,000.00) Bodily Injury and Property Damage Combined Single Limit. Coverages shall be in compliance with the Florida Financial Responsibility Law and the Florida Automobile Reparations Reform Act.
 - (3) Workers' Compensation and Employers Liability Insurance according to the Laws of the State of Florida. Employers Liability Limit to be not less than One Hundred Thousand Dollars (\$100,000.00) each accident.
 - (4) All coverages will be primary and non-contributory to the Port Authority policies. Operator will name Lee County Port Authority as an additional insured on Auto and Public Liability policies and will waive its right to subrogate against the Port Authority on all claims.
- g. Cancellation. A Charter Bus Permit may be canceled by either party, without cause, upon thirty (30) days prior written notice to the other party.
- h. Hold Harmless Agreement. Operator agrees to indemnify, defend and hold Lee County, the Port Authority, and their respective boards, officers, agents and employees free from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction to property or loss of use thereof, whether it be the person or property of Operator, its agents, or employees, or any third persons, from any cause or causes whatsoever arising from Operator's operations.

2. Special Provisions

- a. All Carriers must make prior arrangements with a Ground Transportation Agent at least twenty-four (24) hours prior to arriving at the Airports. Carriers must provide the total passenger count, number of buses to be used, name of group and group destination prior to each operation.
- b. Carriers must present proof of insurance and execute a Charter Bus Operating Permit before commencing either unscheduled or scheduled operations at the Airports.
- c. The Port Authority will designate pick-up location(s) for Carrier operations at the Airports. Stopping is allowed for purpose of active loading and unloading passengers only. Buses may not be left unattended at any time.

E. Public Transit

The requirements for regularly scheduled public transit to and from the Airports, as provided by Lee County or other public entity, shall be dictated by interlocal agreement, memorandum of understanding, letter agreement or similar agreement between the Port Authority and the providing governmental entity, or designee, operating the public transit service. The agreement will serve as permission to provide public transit service at the Airports in lieu of a permit. There will be no privilege or permit fee for public transit service.

F. Off-Airport Service Shuttle (e.g. Rental Car and Parking, etc.) Operator

The Off-Airport Rental Car and Parking Company Airport Use Permit Agreement authorizes a Carrier to use a Permitted Vehicle at the Airports to pick up passengers at the Off-Airport Company Pick-up Area or at such other location, or locations, as the Port Authority may designate from time to time for transport to an off-airport service provider's location.

1. General Provisions

- a. Contract. Carrier will operate under the terms of an agreement with the Port Authority.
- b. Privilege Fee. Carriers shall pay a Privilege Fee as per the fee schedule listed in Exhibit "D".

2. Special Provisions

- a. Every Off-Airport Service Shuttle Operator regularly loading passengers at the Airports must obtain a permit/access media for each vehicle used in such shuttle service. Only registered vehicles will have the right to load passengers at the Airports.
- b. Carriers may request to add to or delete vehicles from their list of Permitted Vehicles at any time. All requests must be in writing and made to the Port Authority in advance of any operations utilizing that vehicle at the Airports.
- c. The Port Authority will designate pick-up locations for Off-Airport Service Provider operations at the Airports. Stopping is allowed for purpose of active loading and unloading passengers only. Off-Airport Service Provider Vehicles may not be left unattended at any time.

740.03: Transportation Network Companies

Pursuant to Section 627.748, Florida Statutes (~~2017~~) (2020), Transportation Network Companies and Transportation Network Company Drivers (collectively "TNCs"), are authorized to use a vehicle at the Airports to pick up passengers at such locations as the Port Authority may designate from time to time.

A. General Provisions

1. Basic Requirements. All TNCs must demonstrate compliance with state law before commencing operations at the Airports.
2. Privilege Fee. Each TNC will pay a Privilege Fee as per the fee schedule listed in Exhibit "D". A TNC pick-up from the Airports is determined by a self-reporting system or technological transaction monitoring system as may be implemented by the Port Authority from time to time. If Privilege Fees are based on a self-reporting system, they must be reported and paid by each TNC monthly. If Privilege Fees are based on a transaction monitoring system, they will be billed to each TNC and are payable monthly.
3. Insurance. Each TNC and every TNC vehicle driver must maintain in force insurance of the types and in the amounts required by state law at all times.

B. Special Provisions

The Port Authority will designate pick-up locations for TNC operations at the Airports. Stopping is allowed for the purpose of active loading and unloading of passengers only. Transportation Network Company Vehicles may not be left unattended at any time.

740.04: Provisions Applicable to All Permits, Licenses and Ground Transportation Agreements

1. Assignment. Carriers shall not sell, assign or transfer any Permit, License, Transportation Network Company Agreement, or Concession Agreement or Authorization Letter without the prior written consent of Authority, nor shall Carrier subcontract any privileges granted with respect to operations under its authorization to operate or any portion thereof without the prior written consent of the Port Authority.
2. Discrimination. Carriers shall not discriminate on the grounds of race, color, sex, or national origin; and the Carriers must undertake an Affirmative Action Program as required by 14 CFR Part 152 Subpart E to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152 Subpart E. Carriers must assure that no person shall be excluded on these grounds from participating in or receiving the service or benefits of any program or activity covered by this Subpart. Carriers must further assure that it will require that any of its covered subcontractors provide assurances to Carrier that they will similarly undertake Affirmative Action Programs and that they will require assurances from their subcontractors, as required by 14 CFR Part 152 Subpart E to the same effect.
3. Licenses. All Carriers shall, at their sole expense, obtain from all governmental authorities having jurisdiction over their operations, all licenses, certificates, permits or other authorizations that may be necessary for the conduct of their operations. Carriers must pay all taxes, licenses, certification, permit and examination fees and excise taxes that may be assessed, levied, exacted or imposed on their operation hereunder, and on the gross receipts or income from it, and shall pay all sales or other taxes levied with respect to the payments to be made to the Port Authority hereunder, and shall make all applications, reports and returns required concerning it.

4. Annual Fee Adjustment - Permitted Vehicle Registration Fees, Privilege Fees, Transportation Network Company privilege fees, and any other Ground Transportation Fee established by this Policy are minimum amounts. The Port Authority will annually review and adjust all fees as necessary. Ground Transportation fee adjustments will be adopted as provided by this Policy and incorporated as part of the Port Authority's annual budget Rates and Fees.
5. Compliance With Regulations. Each ground transportation vehicle will be operated in accordance with the laws of the State of Florida, applicable Lee County Ordinances, and all rules, regulations, ordinances, resolutions, and directives of the Port Authority or its authorized representatives.

740.05: Denial or Revocation of Permission to Operate on the Airports

A. Permitted Vehicles

A Carrier's permit or other written permission to conduct operations at the Airports may be denied or revoked for any of the following reasons:

1. Revocation of a Carrier's County Certificate to Operate, if a certificate is required by Lee County Ordinance 11-07, as amended by Ordinance Nos. 11-25 and 15-05 for Carrier's operations;
2. Failure to pay the applicable privilege or registration fees;
3. Failure to present valid proof of insurance or any lapse in insurance coverage;
4. Falsification of any information submitted to obtain the permit or written permission;
5. Three or more customer complaints in any twelve (12) month period;
6. Operation of an unpermitted vehicle on the Airport;
7. Violation of the Airport Rules and Regulations or this Policy;
8. Solicitation; or
9. Causing a public disturbance or other behavior threatening the safety of the traveling public, Authority staff or other carriers.

Either party may also cancel a permit for any reason upon sixty (60) days written notice to the other.

B. Transportation Network Companies

1. A TNC's contract or other written permission to conduct operations at the Airports may be denied or revoked for any of the following reasons:
 4. a. Revocation of the TNC's authorization to operate under state law.

2. b. Cancellation, revocation, or failure to maintain insurance coverage that meets the requirements of state law by a TNC or an individual TNC Driver. In the case of a TNC Driver, the denial or revocation of permission to operate will apply to that Driver only.
3. c. Failure to pay Privilege Fees or to submit required reports.
4. d. Falsification of pick-up information used in calculating the monthly Privilege Fee including, but not limited to, blocking Port Authority staff from the TNC's digital network.
5. e. Solicitation of passengers by means other than the use of the TNC's digital network within designated areas.
 - f. Making changes to the approved geofence without prior written authorization from the Authority.
 - g. Installation of any new program or technology on Airport property without prior written authorization of the Authority (e.g. Rematch, Prematch, etc.).
2. A TNC driver's permission to operate at the Airports may be denied for the following reasons:
 - a. Violation of Section 740.05A., above.
 6. b. Leaving a vehicle unattended in any designated TNC passenger pick-up area.
 - c. Failure to connect to digital network with Authority-approved tracking/monitoring software.

740.06: Ground Transportation Rules

A. Parking

1. No commercial vehicle, including TNC Vehicles, may park or wait on the Terminal Curb or the Airport Cell Phone Lot(s), the Observation Area(s) or any other area on the Airports that is not specifically designated for Ground Transportation Operations. The Terminal Curb is reserved for active loading or unloading only. Vehicles parking, standing or left unattended on the Terminal Curb are subject to ticketing and towing. Commercial vehicles and TNC vehicles are also prohibited from parking or standing in the Airport Plaza Gas Station Lot or on the premises of another Airport tenant, except to utilize the goods and services of the Airport tenant.
2. Taxicabs, Courtesy Shuttle Vehicles, Parking Lot Shuttles, buses and other vehicles identified from time to time by the Port Authority may use the Commercial Transportation Plaza. Drivers must remain with their vehicles at all times. Trade dress or vehicle markings/permit may be required.

B. Commercial Ground Transportation Staging Area

All Port Authority permitted or licensed commercial ground transportation vehicles may use the Commercial Ground Transportation Staging Building and Staging Lot while waiting to pick up passengers (Exhibit A). Drivers of prearranged vehicles must have a passenger manifest available for inspection by a Ground Transportation Agent or other Port Authority employee at all times. The manifest must list the passenger(s) by name or group name, airline, flight number, arrival time, destination, and contact information.

C. ~~Transportation Network Staging Area~~

Transportation Network Companies may use the ~~TNC~~ Commercial Ground Transportation Staging Area or Areas designated by Port Authority staff from time to time while waiting for passengers until hailed by their digital Network.

740.07: Taxicab Driver's Permits

This policy provides guidelines for the application and issuance of Taxicab Driver's Permits by the Port Authority's On-Demand Taxicab Concessionaire for all drivers of permitted vehicles operating under an On-Demand Taxicab Concession Agreement as provided under the Airport Rules and Regulations Ordinance No. 94-09, as amended, or applicable Airport Operations Instructions ("OI's") and Bulletins and Lee County Ordinance No. 11-07, as amended by Ordinance Nos. 11-25 and 15-05, or as further amended, renumbered or superceded.

All drivers operating a Taxicab must obtain a valid Taxicab Driver's Permit before starting work at the Airport.

A. Permit Requirements

Every applicant for a Taxicab Driver's Permit must:

1. Be at least eighteen (18) years of age.
2. Possess a valid Florida Driver's license.
3. Be a U.S. citizen or registered alien granted employment authorization by the Immigration and Naturalization Services (INS) of the United States.
4. Speak and understand the English language.

5. Successfully complete a driver screening and pass a Port Authority-approved background check and drug test as verified by the Concessionaire. After the effective date of Lee County Ordinance No. 15-05, background checks shall be performed and reviewed under the terms of that ordinance.
6. Obtain Concessionaire's verification that applicant has not been convicted, been on probation, parole or served time on any of the criminal offenses listed in Section 740.07, C.2.e f, below.
7. Wear an Authority approved uniform or comply with Concessionaire's dress code, as approved by Authority.
8. Maintain a clean and neatly groomed appearance.

B. Application Review

The Concessionaire must review each application for completeness. If incomplete, the application must be returned to the applicant to complete before a permit may be issued.

C. Final Action on Applications

1. Approval of Taxicab Driver's Permit Applications

- a. Concessionaire will issue the permit to the applicant upon approval of the application.
- b. Applicant may not operate a Taxicab without an approved permit. If an approved permit is not picked up within thirty (30) days of issuance, the Taxicab Driver's Permit and application will be canceled. The applicant will have to reapply if another permit is requested.

2. Denial of Permit Applications

The Concessionaire shall deny a permit application on the following grounds:

- a. Applicant has been denied a Driver Identification Card under Lee County Ordinance No. 15-05.
- b. Applicant has a suspended, revoked or otherwise invalid Florida driver's license.

- c. Applicant is less than eighteen (18) years of age. Applicant shall reapply if another permit is requested after he or she reaches eighteen (18) years of age.
- d. Applicant has active arrest warrants.
- e. Applicant is not a U.S. citizen or registered alien granted employment authorization by the Immigration and Naturalization Services (INS) of the United States.
- f. Within five (5) years of the date of application, applicant has been found guilty, convicted, or had adjudication withheld for any of the following crimes:
 - (1) murder, attempted murder, attempted felony murder, manslaughter, armed robbery, assault with a deadly weapon
 - (2) sexual battery
 - (3) aggravated battery
 - (4) car-jacking, attempted car-jacking, home invasion, attempted home invasion
 - (5) aggravated child abuse
 - (6) burglary
 - (7) aggravated assault
 - (8) kidnapping, attempted kidnapping or false imprisonment
 - (9) robbery
 - (10) driving a motor vehicle while under the influence of alcohol or drugs or any other alcohol or drug related offense within the past five (5) years
 - (11) DUI manslaughter or vehicular manslaughter
 - (12) reckless driving within the past three (3) years
 - (13) exposure of the sexual organs or any crime defined under Chapter 796, Florida Statutes, pertaining to prostitution
 - (14) required registration as a sexual offender/sexual predator, career offender or convicted felon pursuant to Sections 775.13, 775.21, 775.261, 943.0435 or 944.607, Florida Statutes
 - (15) any offense committed in another jurisdiction that would be an offense listed in this Section if committed in Florida within the past five (5) years
 - (16) violation of the Florida RICO Act, currently Sections 895.01 through 895.06, Florida Statutes

(17) any crime involving the sale or possession or distribution of any controlled substance as defined by Chapter 893.03, Florida Statutes, within the past five (5) years

g. Applicant has furnished false or misleading information in connection with the permit application.

h. Applicant cannot speak or understand the English language.

D. Term of Taxicab Driver's Permits

The term of all Taxicab Driver's Permits will correspond with the term of the Taxicab Concession Agreement and will expire immediately upon suspension, termination, or expiration of that Agreement.

E. Suspension or Revocation of Driving Privileges

The Lee County Port Authority reserves the right to suspend or revoke a Taxicab Driver's Permit or the driving privileges of any driver operating under any other ground transportation permit or license at the Airport (collectively the "Driving Privileges") upon a finding of due cause by the Landside Operation Manager or his or her designee. Any driver whose driving privileges has been suspended or revoked will not be permitted to pick up passengers at the Airports in any commercial capacity (taxicab, prearranged vehicle, courtesy shuttle, TNC vehicle or charter bus) during the term of the suspension or revocation.

1. A Lee County Port Authority Ground Transportation Agent or Operations Duty Agent, Authority employee having similar duties (or as their titles may change), may, upon a finding of good cause, order any driver to correct minor violations of the rules, order any driver and his or her vehicle off Airport property, or suspend any driver's driving privileges for up to twenty-four (24) hours. Each agent is responsible to the Landside Operations Manager or his or her designee for the exercise of good judgment.
2. The Landside Operations Manager or his or her designee may, upon a finding of good cause, suspend any driver's driving privileges for forty-eight (48) hours, or such period as he or she deems appropriate, and may revoke any driving privileges.
3. Any driver whose driving privileges are to be suspended or revoked shall be given a written Notice of Violation prior to the suspension or revocation taking effect if possible. Otherwise, the Notice of Violation

shall be issued to the driver or his or her employer within forty-eight (48) hours of the driver's privileges being suspended or revoked. A copy of the Notice of Violation will be forwarded to the driver's affiliated ground transportation company. Once a driver's driving privileges have been suspended or revoked, the offending driver may not return to the Airports until the time set by the Landside Operations Manager, or, if he or she is unavailable, until the time set by the Ground Transportation Agent issuing the suspension or revocation.

4. In the absence of the Landside Operations Manager, an Operations Agent may initiate any of the penalties set out in this Policy, subject to confirmation by the Landside Operations Manager. The Landside Operations Manager will confirm the terms of the suspension or revocation, in writing, with the affiliated ground transportation company. Any suspension or revocation includes the vehicle operated by the offending driver, unless the Ground Transportation Agent, Operations Agent, or Landside Operations Manager or his or her designee make a specific exception.

5. Minor Offenses

- a. At the discretion of the Ground Transportation Agent or Operations Agent, drivers may be required to leave the taxicab line for minor violations of the rules. Minor violations include, but are not limited to:
 - (1) Unsatisfactory vehicle condition.
 - (2) Unacceptable personal appearance or violation of the Concession Agreement Dress Code.
 - (3) No Driver Permit displayed.
 - (4) Littering.
 - (5) Smoking, using electronic cigarettes or tobacco products in the Commercial Transportation Plaza, any building on Airport property, any vehicle or any vehicle loading area.
 - (6) No information book visible to passengers or if the book has been altered without authorization from the Port Authority.
 - (7) Failure to yield to pedestrians in a crosswalk.

6. Twenty-Four Hour Suspension

- a. A driver's driving privileges may be suspended for up to twenty-four (24) hours for more serious violations including but not limited to:
- (1) Refusing a fare.
 - (2) Solicitation (including being on Airport premises without a passenger manifest).
 - (3) Refusal to follow instructions.
 - (4) Violation of credit card policy.
 - (5) Rudeness to a Port Authority Employee or passenger.
 - (6) Wrongful termination of a trip.
 - (7) Absence from the line when a fare appears.
 - (8) Leaving a vehicle unattended in the CTP.
 - (9) Violation of any Port Authority Operations Instruction (OI) or Bulletin.
 - (10) Texting while driving.
 - (11) Receipt of an on-airport Traffic citation from the Airports Police Department or other law enforcement agency.
 - (12) Inappropriate lewd or lascivious behavior on Airport property.

7. Forty-Eight Hour or Longer Suspension

- a. A driver's driving privileges may be suspended for forty-eight hours up to six months, at the discretion of the Landside Operations Manager, or his or her designee, for violations including, but not limited to:
- (1) Fighting.
 - (2) Arguing or creating a public disturbance.
 - (3) Violation of dwell-time policy.
 - (4) Violation of meeter/greeter policy.
 - (5) Repeated public profanity after warning.
 - (6) Repeated minor offenses or violations over a continuous twelve month period.
 - (7) Overcharging.
 - (8) Intimidation.
 - (9) Obscene, profane, or abusive behavior to any person.
 - (10) Violation of any provision of the Taxicab Concession Agreement.
 - (11) Violation of the Airport Rules and Regulations Ordinance, No. 94-09, as amended.

8. Revocation

- a. The Laneside Operations Manager, or his or her designee, may revoke any driver's driving privileges for offenses including, but not limited to:
- (1) Obtaining driving privileges by providing false information.
 - (2) Driving under the influence of intoxicating beverages or drugs.
 - (3) Conviction or pleading no contest to a charge of criminal homicide, sexual battery, aggravated child abuse, burglary, aggravated assault, kidnaping, robbery, lewd, lascivious or indecent assault, grand theft, dealing in stolen property, criminal solicitation to commit or attempt to commit any of the above listed crimes, any felony in the commission of which a motor vehicle was used, or the unlawful possession, sale or distribution of any controlled substance regulated or prohibited by Chapter 893 Florida Statutes.
 - (4) If a Driver is suspended three or more times in one 365-day period, then the Driver's Driving Privileges shall be revoked.
 - (5) If a Driver willfully alters, defaces, obliterates, or destroys any Driver's Permit Media issued herein, or causes the same to be defaced, obliterated, or destroyed, then the Driver's Driving Privileges shall be revoked.
 - (6) Suspension, revocation or invalidation of Florida Driver's License.
 - (7) More than three (3) public complaints of a serious nature over a continuous twelve month period.
 - (8) If a Taxicab Driver misrepresents the Zone Rate or Fuel Surcharge so as to overcharge a passenger.
 - (9) Any offense listed in Section 5. C. 2. of Ordinance No. 15-05 and not otherwise listed above.

740.08: Appeals

A. Review of Suspension or Revocation of Driver's Permit

Any driver whose driving privileges have been suspended or revoked by a Ground Transportation Agent or Operations Agent may request a review of that decision by the Landside Operations Manager prior to the Landside Operations Manager, or his or her designee, sending written confirmation of the suspension or revocation as set out in Section 740.07, E.3.

B. Appeals

An applicant or driver may appeal Concessionaire's denial of his or her Taxicab Driver's Permit Application, or Concessionaire's suspension or revocation of his or her Driver's Privileges by appealing to the Concession Manager only. No further appeal of Concessionaire's final decision will be allowed, as it is the Concessionaire's responsibility to manage its employees and subcontractors.

Any driver may appeal the suspension or revocation of his or her driving privileges by the Authority by filing an appeal within three (3) Port Authority working days of the date of the Landside Operations Manager's, or his or her designee's, written confirmation of the suspension or revocation. All appeals must be made in writing and received by the Operations Department Director ("Director") within the three day appeal period. The appeal must state all reasons for contesting the revocation or suspension. Drivers may not exercise any driving privileges while a decision on the appeal is pending.

On receiving an appeal, the Director will convene an advisory panel to review the appeal. The advisory panel will consist of a member of the Port Authority administrative staff (other than a Ground Transportation Agent, Operations Agent, or the Landside Operations Manager, or his or her designee) designated by the Director and a representative (other than the driver) of the driver's affiliated company. The advisory panel will assist the Director. The panel will convene within ten (10) Port Authority working days of the date the appeal is received. After reviewing the written record and discussing it with the advisory panel, the Director will decide either to uphold, overturn, or modify, on such terms as he or she deems appropriate, the suspension or revocation. All decisions of the Director regarding driving privileges are final.

EXHIBIT A
Commercial Ground Transportation Staging Area

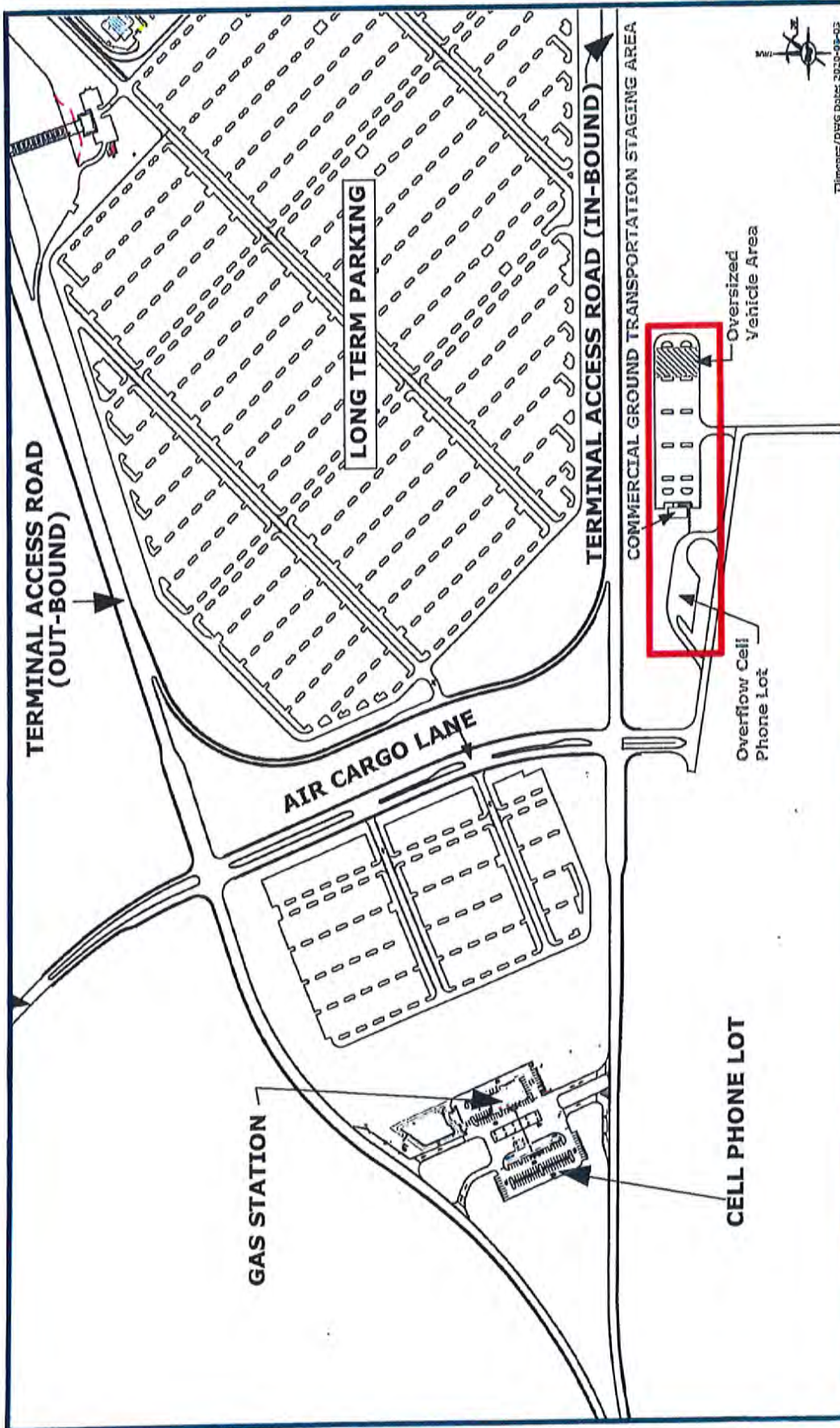


EXHIBIT B
Commercial Transportation Plaza (CTP)

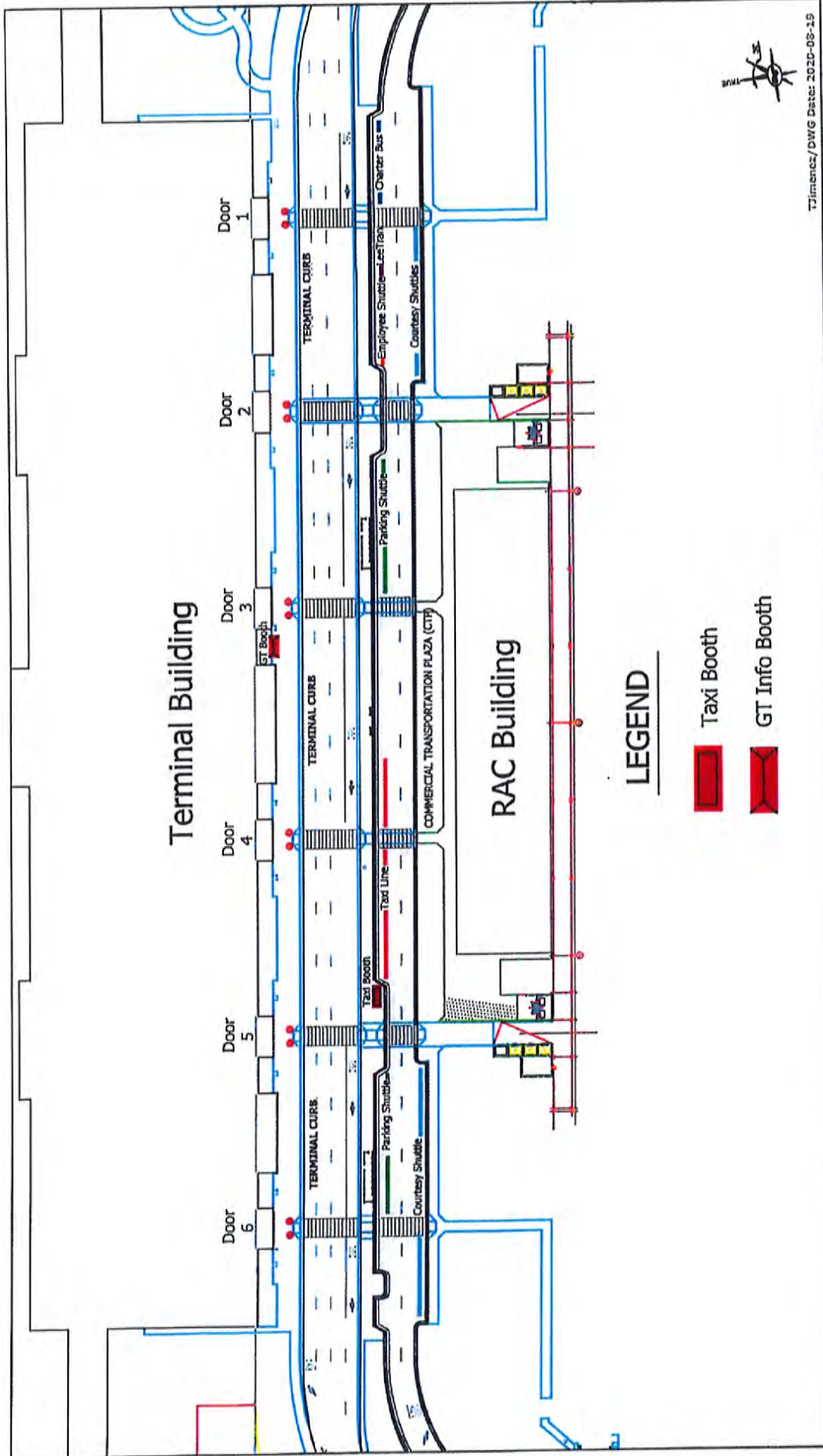


EXHIBIT "C-1"

RSW Taxi Fare Zone Map and Descriptions

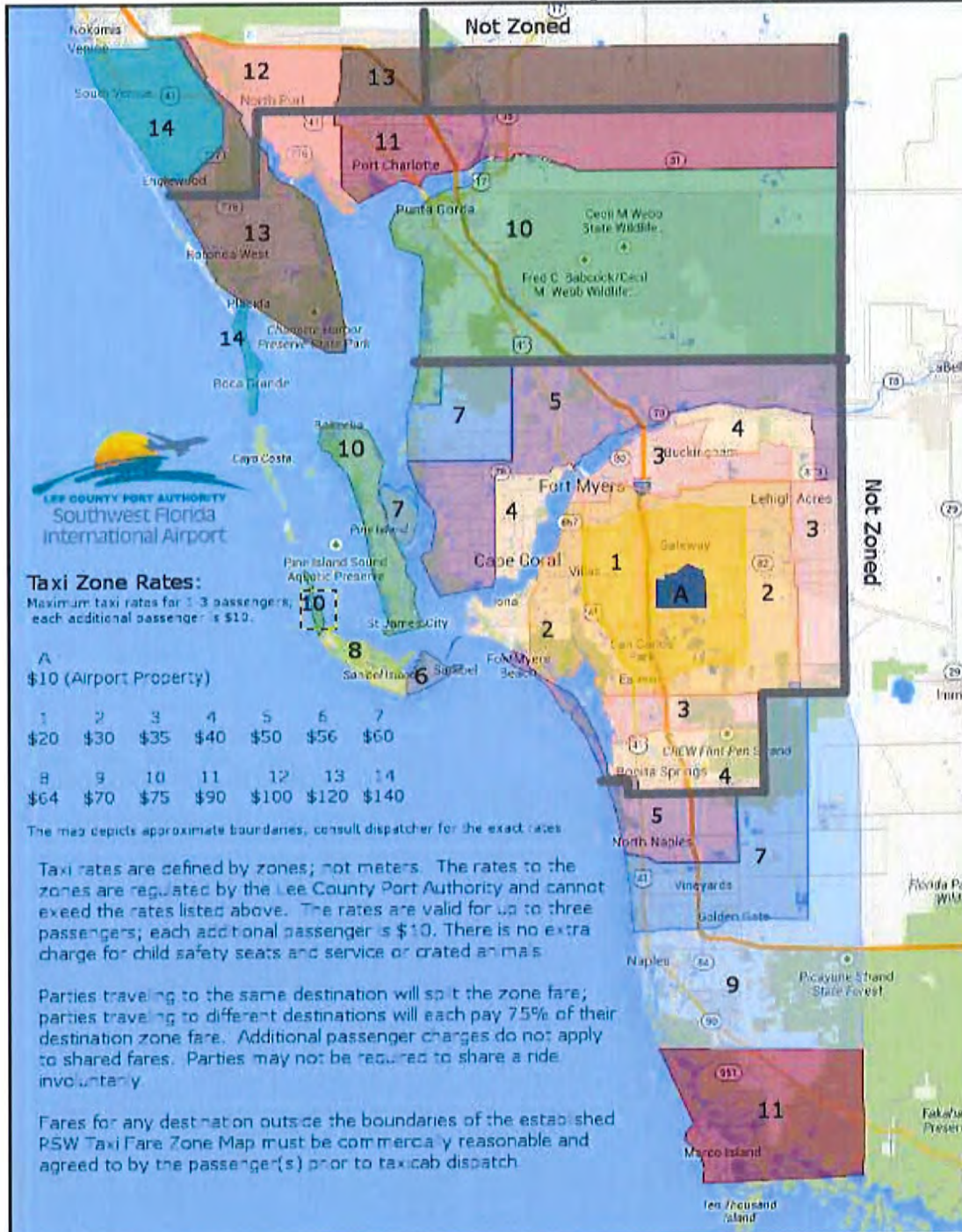


EXHIBIT "C-2"

RSW TAXI FARE ZONE MAP DESCRIPTIONS

The following rates are based on roughly \$2.00 per mile. The existing fuel surcharge sliding scale accommodates increases needed for escalation in fuel costs.

A) \$10.00- Airport Area

All LCPA's Southwest Florida International Airport Property, e.g. Cell Lot, PrivateSky.

1) \$20.00- Neighboring Airport Area

Extending from the LCPA's Southwest Florida International Airport Property to:

- Northern border: Colonial Blvd. and continuing on to Lee Blvd.
- Western border: Hwy. 41 from Colonial to Corkscrew
- Southern border: From Lehigh, Corkscrew Road 41
- Eastern border: Sunshine Blvd. S to Green Meadows Road, extending from that line to Corkscrew (Burgundy Farms Road included in this zone)

2) \$30.00- Fort Myers/West Lehigh

Extending from the \$20.00 Neighboring Airport Area to:

- Northern border: East 12th Street continue to West 12th Street then Sunshine Blvd. N until 31st SW where a straight line will go from here to Homestead Road to Buckingham Road until 82. 82 and continue on Dr Martin Luther King Jr Blvd. until Veronica S Shoemaker Blvd. Follow Veronica S Shoemaker Blvd. until Hanson Street then Hanson Street until Cortez Blvd. and over to Alhambra Drive until reaching the Caloosahatchee River.
- Western border: the Caloosahatchee River until Palmetto Point (Palmetto Point community is not in this zone, but Town and River is) to McGregor Blvd. until Pine Ridge Road. Pine Ridge Road until it would turn after Safety Lane then straight to the bay (no roads off of Bayside Blvd./Lane are included in this zone).
- Southern border: from the bay to W Bay Blvd. at the roundabout to Williams Road until Three Oaks Pkwy. to north of the community which would be cut in half (Corkscrew Woodlands) then back to directly across from Williams Road (and below the adjacent communities - Stoney Brook, Island Club and Wild Cat Run) straight to Big Lou Road to Six LaFarms Road down to Dusty Lane then following the dirt road to Carter

Road up to Estero Pines Road as far as Lazy D Farm Road.

- Eastern border: Lazy D Farm Road to straight up to Troyer Brothers Road until 82, 82 over to Homestead Road S. Homestead Road S until Sunrise Blvd. to Richmond Avenue S and continue to Richmond Avenue N until East 12th Street.

3) \$35.00- Estero/City of Fort Myers/East Lehigh

Estero:

- Northern border: Extending from the \$30.00 area
- Western border: Caloosahatchee River
- Southern border: From the bay to Pelican's Nest Drive to Hwy. 41, Hwy. 41 to Strike Lane then straight line to intersecting point off of Arby Lane (Eastern Boundary) (This zone should not include any homes off of Trost Blvd.)
- Eastern border: Arby Lane and continue straight South until prior to Pioneer Road (Pioneer Road is not in this zone.)

Lehigh:

- Northern border: East 12th Street then straight to the County Line
- Western border: Extending from the \$30.00 area
- Southern border: County Line and then straight to next adjacent County Line
- Eastern border: County Line

City of Fort Myers:

- Northern border: Greenbriar Blvd. then straight over to the end of Sunshine Blvd. N until 61st Street W then over to the end of Cemetery Road to Buckingham Road up to Palm Beach Blvd. until SR 31, SR 31 to the Caloosahatchee River
- Western border: Caloosahatchee River
- Southern border: Extending from the \$30.00 area
- Eastern border: Richmond Avenue N

4) \$40.00 - SE Cape Coral/Iona/Bonita/North Lehigh/East Ft Myers

Cape Coral:

- Northern border: Hancock Bridge Pkwy. until 41 and 41 to the Caloosahatchee River
- Western border: From Hancock Bridge Pkwy., Santa Barbara Blvd. leading into the intersection canal until the Caloosahatchee River is reached
- Southern border: Caloosahatchee River
- Eastern border: extending from the \$30.00 area

Iona:

- Northern border: Caloosahatchee River
- Western border: prior to the Sanibel toll (includes Sanibel Harbour Resort)
- Southern border: bay prior to the first bridge at Hurricane Pass (San Carlos Island is not included in this zone)
- Eastern border: extending from the \$30.00 area (includes, Gulf Harbour and Palmetto Point)

Bonita: (includes all of Quail West, Bonita Bay and Citrus Park)

- Northern border: Extending from the \$35.00 area
- Western border: the bay north of the Imperial River
- Southern border: the county line
- Eastern border: from the \$35.00 area to Pioneer Road turning into Poor Man's Pass

North Lehigh/East Ft Myers:

- Northern border: Caloosahatchee River
- Western border: Extending from the \$35.00 area
- Southern border: Extending from the \$35.00 area
- Eastern border: 884 aka Joel Blvd. and extending straight to the Caloosahatchee River

5) \$50.00- Bonita/Fort Myers Beach Area (Estero Island and San Carlos Island) and Cape Coral/N. Fort Myers/Alva

Cape Coral/N. Fort Myers/Alva:

- Northern border: Lee County Line to an intersecting point north of Andalusia Blvd. Andalusia Blvd. down to Tropicana Pkwy. W to the bay
- Western border: Bay prior to Matlacha Pass (the bridge to the West of Shoreline Drive)
- Southern border: Extending from the \$40.00 and \$35.00 area
- Eastern border: Lee/Hendry County Line

Bonita and Fort Myers Beach Area (Estero Island and San Carlos Island):

- Northern border: extending from the \$40.00 area
- Western border: Gulf of Mexico
- Southern border: from the Gulf to Vanderbilt Beach Road
- Eastern border: 951 into Plateau Road continuing straight to Village Walk Ct. (entire community in this zone, regardless of side of the street) then Vincent Road until intersecting with the \$40.00 zone

6) \$56.00- 1st half of Sanibel

After the toll and the entire island east of Tarpon Bay Road (includes the toll)

7) \$60.00- Naples/Porpoise Point Island/Northwest Cape Coral

Porpoise Point Island West of Matlacha Pass and East of Pine Island/Pine Island Creek (includes tolls)

Naples Area:

- Northern border: Extending from prior zones (\$50.00, \$40.00, \$30.00)
- Western border: Gulf of Mexico
- Southern border: Golden Gate Pkwy. to 25th Avenue SW to Brantley Blvd. into Keane Avenue turning back into Brantley Blvd. and continuing straight to the intersecting point of the eastern border
- Eastern border: Wilson Blvd. N extending North to the \$35.00 border and Wilson Blvd. S extending to an intersecting point with Brantley Blvd.

Northwest Cape Coral

- Northern border: From the bay to Caloosa Pkwy. until Burnt Store Road N, Burnt Store Road N up to the county line, then county line until the \$50.00 zone border
- Western border: Charlotte Harbour
- Southern border: Extending from the \$50.00 zone
- Eastern border: Extending from the \$50.00 zone

8) \$64.00- Second half of Sanibel

Entire island west of Tarpon Bay Road (includes the toll)

9) \$70.00- South Naples

- Northern border: extending from prior zones (\$60.00, \$35.00)
- Western border: Gulf of Mexico and \$60.00 zone
- Southern border: From the Gulf straight to Manatee Road and continuing straight until intersecting with Eastern border
- Eastern border: Everglades Blvd. to Immokalee Blvd. then over to an intersecting point with the corner of the \$35.00 zone

10) \$75.00 - Punta Gorda/Captiva/Pine Island

All of Captiva and Pine Island west of Pine Island Creek (tolls included)

Punta Gorda

- Northern border: Peace River which turns into Shell Creek until Shell Creek is north of Bronco Road then due East to the County Line
- Western border: Gulf of Mexico and Peace River

- Southern border: Extending from \$50.00 and \$60.00 zones (County Line)
- Eastern border: County Line (Hendry County)

11) \$90.00- Marco Island/Port Charlotte

Marco Island

- Northern border: Extending from the \$70.00 zone
- Western border: Gulf of Mexico
- Southern border: 134 Avenue SE
- Eastern border: Everglades Blvd. extending south to the coast

Port Charlotte

- Northern border: Hillsboro Blvd. into Veteran's Blvd. and continuing straight to the Eastern Border
- Western border: from the bay to Collingsworth Blvd. until 41, 41 over to Toledo Blade Blvd. Toledo Blade Blvd. into N Toledo Blade Blvd.
- Southern border: Peace River extending to the \$75.00 zone
- Eastern border: County Line (Glades County)

12) \$100.00- El Jobean/North Port

- Northern border: 1-75
- Western border: Myakka River
- Southern border: Extending from the \$90.00 zone
- Eastern border: N Toledo Blade Blvd. until the County Line

13) \$120.00- Rotunda/N Charlotte County

Rotunda

- Northern border: N River Road (aka 777) until 1-75 then 1-75
- Western border: Gulf of Mexico to W Dearborn Street into S River Road (aka 777), into N River Road (aka 777)
- Southern border: Placida
- Eastern border: Extending from the \$90.00 and \$100.00 zones

N Charlotte County

- Northern border: 1-75 then due East to the intersecting with Eastern Border
- Western border: Extending from the \$100.00 zone
- Southern border: Extending from the \$90.00 zone
- Eastern border: County Line (Glades County)

14) \$140.00- Boca Grande/Englewood Beach Venice/Nokomis

Entire portions of Boca Grande/Englewood Beach Venice/Nokomis islands
(includes all tolls, but excludes ferry charges)

- Northern border: 1-75 to Jacaranda Blvd. until E Venice Avenue. E Venice Avenue into W Venice Avenue until the coast
- Western border: Gulf of Mexico
- Southern border: the \$120.00 zone
- Eastern border: S River Road, aka 777 into N River Road aka 777

**Exhibit D
Ground Transportation Category Fee Schedule**

		Privilege Fees				
Ground Transportation Category Classification	Type of Agreement with LCOPA	Permit Fee	Administration or Processing Fee	Per Trip Fee	Percentage of Gross Revenue	Dwell Time
On-Demand Taxicab Concession	Contract/Agreement	N/A	N/A	\$3.00 (2)	N/A	N/A
Transportation Network Company	Letter of Authorization	N/A	N/A	\$3.00 (2)	N/A	N/A
Luxury Ground Transportation Network Company	Letter of Authorization	N/A	N/A	\$3.00 (2)	N/A	N/A
Pre-Arranged Vehicle Operator	Permit	\$100.00 per prearranged vehicle per fiscal year	Permit replacement \$10 for lost or damaged permit	N/A	N/A	N/A
Courtesy Hotel Shuttle Service	Permit	N/A	\$10 for transponder issuance and installation (3) (4)	\$3.00 (5)	N/A	15 min free; additional trip fee per 15 min thereafter (6)
Off-Airport Service Shuttle Operator	Contract/Permit Agreement	N/A	\$10 for transponder issuance and installation (3) (4)	As per contract	As per contract	As per contract
Mini Bus (Permitted) 15-29 Passengers	Permit	N/A	\$10 for transponder issuance and installation (3) (4)	\$10.00	N/A	N/A
Mini Bus (Non-Permitted) 15-29 Passengers	N/A	N/A	\$10 for transponder issuance and installation (3) (4)	\$40.00; Only \$10 due to an IROPFS event (7)	N/A	N/A
Charter Bus (Permitted) 30+ Passengers	Permit	N/A	\$10 for transponder issuance and installation (3) (4)	\$20.00	N/A	N/A
Charter Bus (Non-Permitted) 30+ Passengers	N/A	N/A	N/A	\$80.00; Only \$20.00 due to an IROPFS event (7)	N/A	N/A
Public Transit (LeeTran)	Letter of Agreement	N/A	N/A	N/A	N/A	N/A
General Guidelines: Permit and Privilege Fees shall not be prorated and are non-refundable. Permit and Privilege Fees are also subject to adjustment by the Lee County Port Authority on thirty (30) days notice. Short and Long Term Parking Fees are not included in any Permit or Privilege Fee.						
Notes:						
(1) All per trip fees are for pick-up transactions only unless noted otherwise.						
(2) May also be subject to additional contract terms.						
(3) A cost recovery fee will be applied if any access control device such as a transponder is issued. There is no charge to program a device which the operator already has installed in any vehicle.						
(4) This cost recovery fee is subject to change based on the cost of the access control device. If a new device is in use or if the cost of the current device changes, the new fee will be based on the Lee County Port Authority's cost and rounded up to the next dollar.						
(5) Multiple entities or carriers operating a joint service in a consolidated shuttle are each charged individual trip fees.						
(6) Fee waived for airport sponsored events.						
(7) The Lee County Port Authority must have knowledge of the irregular operations (IROPFS) event prior to the bus operation for the fee to be reduced.						
Exhibit D of the GT Policy (Section 740 of the Lee County Port Authority Policy Manual)					Updated: 9/1/2020	Effective: 12/1/2020