



# BOARD OF PORT COMMISSIONERS MEETING AGENDA

**KEVIN RUANE**  
Chair

**CECIL L. PENDERGRASS**  
Vice Chair

**BRIAN HAMMAN**

**FRANK MANN**

**RAY SANDELLI**

**BENJAMIN R. SIEGEL**  
Executive Director

**RICHARD WM. WESCH**  
Port Attorney

May 06, 2021

**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: Pastor Dennis Gingerich, Cape Christian Fellowship**

**Pledge of Allegiance**

**Public Comment on Consent and Administrative Agenda**

**Consent Agenda**

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

**Administrative Agenda**

**Convene as Board of County Commissioners**

**Reconvene as Board of Port Commissioners**

**WALK-ON**

**Commissioners' Items/Committee Appointments**

**Comments from the Chair of the Airports Special Management Committee**

**Executive Director Items**

**Port Attorney Items**

**Adjourn**

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

**CONSENT AGENDA**

**ADMINISTRATION – Brian McGonagle**

1. Request Board approve the minutes for the Board of Port Commissioners meetings on March 4, 2021.  
Term:  
N/A  
Funding Source:  
N/A
  
2. Request Board award RFB #21-02MLW (Request for Bids for On-Airport Rental Car Concession and Counter Space Lease - Page Field) to, and approve an “On-Airport Rental Car Concession Agreement and Counter Space Lease for Page Field” with, the sole responsive, responsible bidder, Gitibin & Associates, Inc.  
Term:  
Commences on May 1, 2021, and continues until April 30, 2023, with two potential extensions of two years each.  
Funding Source:  
N/A
  
3. Request Board approve a “Lease of Terminal Space at Southwest Florida International Airport” with American Sales and Management Organization, LLC (d/b/a Eulen America).  
Term:  
month-to-month commencing March 1, 2021  
Funding Source:  
n/a
  
4. Authorization to enter into an agreement with Daston Corporation for Google Workspace business productivity software and support for five years at a total amount of \$305,321.50  
Term:  
Five Years commencing 8/29/2021 – 8/29/2026  
Funding Source:  
General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.503460 Information Technology.
  
5. Request Board concur with the ASMC ranking of qualifications submitted for RFP 21-13CDE Agenda Management Software and Implementation Services and authorize staff to begin contract negotiations with the top-ranked firm.  
Term:  
2 years with two - 3 year renewal options  
Funding Source:  
General Airport Operating Revenue Fund - VD5131741200.503460, Information Technology

**CONSENT AGENDA – continued**

**ADMINISTRATION – Brian McGonagle**

6. Request Board accept an anonymous donation of \$25,000 toward the cost of constructing two handicapped parking spaces and two picnic tables at the Aircraft Observation Area.  
Term:  
N/A  
Funding Source:  
N/A

**AVIATION – Mark Fisher**

7. Request Board approve a contract amendment to On-Call General Repair and Maintenance and Project Services (Chris-Tel) contract to extend the contract time to start and complete the RSW Public Observation Area improvements.  
Term:  
June 1, 2021 through November 30, 2021  
Funding Source:  
Public Donation under Account 20861941231.503490, Other Contracted Services
8. Request Board approve Law Enforcement Multi-Jurisdictional Mutual Aid Agreement.  
Term:  
Expires January 1, 2025  
Funding Source:  
N/A
9. Request Board award RFB 21-08MLW to Galls LLC in the amount of \$46,657.25 for the purchase of standardized uniform ensembles for personnel of the Aircraft Rescue & Fire Fighting (ARFF) Department for one year with an option to renew the Agreement for up to three (3) additional one (1) year periods.  
Term:  
One year Agreement with three, one-year renewal options  
Funding Source:  
Account WF5423841200.505290

**DEVELOPMENT – Mark Fisher**

10. Request Board authorize a contract amendment with AECOM Technical Services, Inc in the amount of \$225,139 to perform additional design services associated with 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

**CONSENT AGENDA – continued**

**DEVELOPMENT – Mark Fisher**

- 11.** Request Board approve a federal grant (Airport Coronavirus Relief Grant Program, Grant Agreement No. 3-12-0027-023-2021) from the Federal Aviation Administration for Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act funds in the amount of \$91,162 for Page Field.

  - Term:  
N/A
  - Funding Source:  
N/A
  
- 12.** Accept a state grant (Public Transportation Grant Agreement, Financial Project No. 429511-1-94-01) in the amount of \$306,250 from the Florida Department of Transportation towards the acquisition of an Aircraft Rescue and Fire Fighting Crash Vehicle for the Southwest Florida International Airport.

  - Term:  
N/A
  - Funding Source:  
N/A

**ADMINISTRATIVE AGENDA**

**ADMINISTRATION – Brian McGonagle**

13. Request the Board approve the Authority to develop a Shared Tenant Services program.  
Term:  
N/A  
Funding Source:  
N/A

**AVIATION – Mark Fisher**

**CONVENE AS BOARD OF COUNTY COMMISSIONERS**

14. Request Board approve Lee County Law Enforcement Multi-Jurisdictional Mutual Aid Agreement.  
Term:  
Expires January 1, 2025  
Funding Source:  
N/A

**RECONVENE AS BOARD OF PORT COMMISSIONERS**

**DEVELOPMENT – Mark Fisher**

15. Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04) in the amount of \$2,621,266 from the Florida Department of Transportation for the Airport Traffic Control Tower at Southwest Florida International Airport.  
Term:  
N/A  
Funding Source:  
N/A
16. Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02) in the amount of \$11,093,415 from the Florida Department of Transportation for the Terminal Expansion at Southwest Florida International Airport.  
Term:  
N/A  
Funding Source:  
N/A

**ADMINISTRATIVE AGENDA - continued**

**DEVELOPMENT – Mark Fisher**

17. Request Board approve a federal grant (Airport Coronavirus Relief Grant Program, Grant Agreement No. 3-12-0135-60-2021) from the Federal Aviation Administration for Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act funds in the amount of \$9,853,507 for Southwest Florida International Airport.

Term:

N/A

Funding Source:

N/A

18. Request Board approve a federal grant (Airport Coronavirus Relief Grant Program, Concessions Relief Addendum No. 3-12-0135-61-2021) from the Federal Aviation Administration for Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act funds in the amount of \$1,080,299 for concession relief at Southwest Florida International Airport.

Term:

N/A

Funding Source:

Provides \$1,080,299 of CRRSA funding for concession relief at Southwest Florida International Airport.

**ATTORNEY – Mark Trank**

**WALK-ON**

Approve settlement between the Port Authority and Triangle Services of Florida, Inc. relating to the Janitorial Service Agreement (RFP #13-05)

**COMMISSIONERS' ITEMS/COMMITTEE APPOINTMENTS**

**COMMENTS FROM THE CHAIR OF THE ASMC**

**EXECUTIVE DIRECTOR ITEMS**

**PORT ATTORNEY ITEMS**

**ADJOURN**

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Request Board approve the minutes for the Board of Port Commissioners meetings on March 4, 2021.</p> <p>2. <b>FUNDING SOURCE:</b> N/A</p> <p>3. <b>TERM:</b> N/A</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Approves the minutes of the Joint Port Meetings</p>	<p>5. <b>CATEGORY:</b> 1. Consent Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b></p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (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 March 4, 2021  
 Joint Port Board Workshop Minutes from March 4, 2021

### 11. RECOMMENDED APPROVAL

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

<p>12. <b>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED          APPROVED as AMENDED          DENIED          OTHER</p>	<p>13. <b>PORT AUTHORITY ACTION:</b></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

- |   |   |
|---|---|
| <b>1. REQUESTED MOTION/PURPOSE:</b> Request Board approve the minutes for the Board of Port Commissioners meetings on March 4, 2021.<br><b>2. FUNDING SOURCE:</b> n/a<br><br><b>3. TERM:</b> n/a<br><br><b>4. WHAT ACTION ACCOMPLISHES:</b> Approves the minutes of the Joint Port Meetings | <b>5. CATEGORY:</b> Communications<br><br><b>6. ASMC MEETING DATE:</b><br><br><b>7. BoPC MEETING DATE:</b> 05/06/2021 |
|---|---|

- |  |   |
|--|---|
| <b>8. AGENDA:</b><br><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION<br><input checked="" type="checkbox"/> CONSENT<br><input type="checkbox"/> ADMINISTRATIVE | <b>9. REQUESTOR OF INFORMATION:</b><br>(ALL REQUESTS)<br>NAME <u>Eileen Gabrick</u><br><br>DIV. <u>Lee County Clerk of Court- Minutes</u> |
|--|---|

**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 March 4, 2021  
 Joint Port Board Workshop Minutes from March 4, 2021

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	GENERAL SERVICES	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR

- |   |  |
|---|--|
| <b>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b><br><br>APPROVED<br>APPROVED as AMENDED<br>DENIED<br>OTHER | <b>13. PORT AUTHORITY ACTION:</b><br><br>APPROVED<br>APPROVED as AMENDED<br>DENIED<br>DEFERRED to<br>OTHER |
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MARCH 4, 2021

A Joint Meeting of the Board of Port Commissioners of the Lee County Port Authority, with the Airports Special Management Committee, was held on this date in the Training and Conference Center at Southwest Florida International Airport (RSW), with the following members present:

**LEE COUNTY PORT AUTHORITY**

Kevin Ruane, Chairman  
 Cecil Pendergrass, Vice-Chairman  
 Ray Sandelli  
 Brian Hamman  
 Franklin B. Mann

**AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

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

**LEE COUNTY ATTORNEY:**

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

**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 – February 2021
- AIR SERVICE DEVELOPMENT UPDATE – February 2021
- PROCUREMENT STATUS REPORT – February 23, 2021
- PASSENGER QUARTERLY REPORT – 1<sup>st</sup> QTR FY 20-21
- TDC RECAP – Oct. thru Dec. 2020

The Chairman called the meeting to order at 9:36 a.m. The Invocation was given by Pastor Ryan Deaton, Life Church, followed by the Pledge of Allegiance. Commissioner Pendergrass asked for a moment of silence for the passing of Sam Galloway, Jr.

**PUBLIC PRESENTATION****1. Request Board present a Retirement Resolution to Gregory “Greg” Hagen, Senior Assistant Port Authority Attorney**

**Presenter:** Commission Chair Kevin Ruane read a Resolution honoring Gregory S. Hagen for his 28 years of service, dedication to the profession, service to the highest standards of expertise and professionalism in the practice of law and a wise counselor with a good nature. He also stated that the Board of Port Commissioners and the Airports Special Management Committee will miss your loyalty to the Port Authority. Attorney Greg Hagen’s last day will be Wednesday, March 9, 2021. County Attorney Richard Wm. Wesch presented Mr. Hagen with a plaque in grateful appreciation for his many years of dedicated service to Lee County, the Port Authority, citizens and travelers. Mr. Hagen thanked everyone saying that is has been a pleasure working with the Board of Port Commissioners and the Airports Special Management Committee and wished everyone the best for the future.

**9:30 A.M. AGENDA ITEM**

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

There were no Consent Agenda items pulled for discussion.

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

**CONSENT AGENDA****ADMINISTRATION – Brian McGonagle**

1. Request Board approve the minutes for the Board of Port Commissioners meeting and Workshop on January 21, 2021  
**Term:** N/A  
**Funding Source:** N/A  
**Vote:** Commissioner Pendergrass moved approval, seconded by Commissioner Hamman, called and carried.
2. Request Board approve a Budget Amendment to the FY 2020-21 Lee County Port Authority Operating Budget to increase the budgeted operating revenues and expenses for the Page Field Airport.  
**Term:** N/A  
**Funding Source:** Net revenues from the operating of Page Field

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

**RESOLUTION No. 21-03-10PA**

3. Request Board concur with the ASMC selection of the proposal submitted by the sole responsive, responsible proposer, AFCO Aviation Facilities Company Management, LLC, in response to Request for Proposals (RFP) 21-03TLB for “Lease of Land for Development and Operation of an Air Freight Building at Southwest Florida International Airport.”

**Term:** 25 years, plus two (2) options to extend for 5 years each

**Funding Source:** N/A

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

#### **DEVELOPMENT – Mark Fisher**

4. Request Board approve a Settlement Agreement from the Florida Department of Transportation in the amount of \$1,764,759.24 for design services associated with the Terminal Expansion at Southwest Florida International Airport.

**Term:** N/A

**Funding Source:** N/A

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

5. Request Board approve the execution and recording of a conservation easement over the Flint Pen Strand portion of RSW Airport Mitigation Park.

**Term:** N/A

**Funding Source:** N/A

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

### **ADMINISTRATIVE AGENDA**

#### **ADMINISTRATION – Brian McGonagle**

6. Approve an amendment and extension of the existing agreement with Amadeus Airport IT Americas, Inc. for Common/Shared Use Passenger Processing System (C/SUPPS) software and hardware maintenance and support for up to five years at a total amount of \$505,066. Delegate authority to the Executive Director to purchase additional services, as necessary, in accordance with the terms of the agreement, as amended.

**Term:** Five Years commencing April 1, 2021 – 3/31/2026

**Funding Source:** General operating revenues collected during the normal operations of the airport, account string VF5132541200.503460

**Board Discussion:** Lee County Port Authority Division Director of Administration Brian McGonagle presented the item to the Board.

**Public Comment:** Chairman called for public comment and there were no speakers.

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

#### **DEVELOPMENT – Mark Fisher**

7. Request Board 1) authorize execution of a contract amendment with Gates Construction in the amount of \$1,160,433.18 to provide Construction Manager/General Contractor Services associated with the Relocation of Security Gate 64 project at Southwest Florida International Airport (RSW), and 2) Authorize a Total Project Budget in the amount of \$1,472,756.18.

**Term:** Project duration.

**Funding Source:** Passenger Facility Charges, RSW Construction Account 20859441234.506540.30.

**Board Discussion:** Director of Aviation Mark Fisher presented the item to the Board.

**Public Comment:** Chairman called for public comment and there were no speakers.

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

8. Request Board authorize execution of a contract amendment with Johnson Engineering to prepare a Master Plan Update for RSW in the amount of \$1,999,776.67.

**Term:** 2 Years

**Funding Source:** Federal Administration Aviation Grant (pending receipt); Passenger Facility Charges and RSW account 20861741234.506510

**Board Discussion:** Director of Aviation Mark Fisher presented the item to the Board.

**Public Comment:** Chairman called for public comment and there were no speakers.

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

#### **ATTORNEY – Greg Hagen**

9. Request Board ratify its previous approval on January 21, 2021 of a Service Provider Agreement for Janitorial Services for Southwest Florida International Airport - RFP 20-45MMW, between SP Plus DFS Joint Venture and the Lee County Port Authority.

**Term:** Five (5) years with two (2), two-year renewal options.

**Funding Source:** Account WJ5422941200.503490

**Board Discussion:** County Attorney Richard Wm. Wesch presented the item to the Board.

**Public Comment:** Chairman called for public comment and there were no speakers.

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

#### **CONVENE AS BOARD OF COUNTY COMMISSIONERS**

#### **DEVELOPMENT – Mark Fisher**

10. Request Board convene as the Board of County Commissioners to approve Conservation Easement Grant to SFWMD for Flint Pen Strand portion of RSW Airport Mitigation Park.

**Term:** N/A

**Funding Source:** N/A

FOR ACTION ON ITEM C-11 PLEASE REFER TO THE MINUTES OF MARCH 4, 2021 (030421S)

#### **RECONVENE AS BOARD OF PORT COMMISSIONERS**

#### **COMMISSIONERS' ITEMS**

There were no Commissioner Items discussed.

#### **COMMITTEE APPOINTMENTS**

There were no Committee Appointments by the individual Commissioners.

#### **EXECUTIVE DIRECTOR ITEMS**

- Lee County Port Authority Executive Director Ben Siegel asked Division Director of Administration Brian McGonagle to give the Board an update on the CARES Act funds that have been received and how the funds are being used. Mr. McGonagle stated that in April 2020 the Port Authority received round one of the CARES Act funds in the amount of \$36 million. In 2020 the Port Authority used a total of \$11 million of those funds for reimbursement of operating expenses and to pay down some debt. The amount of \$8 million was used to pay down debt and \$3 million was used for reimbursement of operating expenses. The plan for 2021 is that the Port Authority will use \$14 million of these funds for reimbursement of operating expenses and to pay down additional debt. The remaining \$11 million will be disbursed in 2022, which will exhaust round one of the CARES Act funds. Page Field received round one of the CARES Acts funding in the amount of \$150,000 and the Port Authority is currently evaluating how to use those funds. The Port Authority also received an additional \$10 million in round two of the CARES Act funds. These funds are to be used within four years and the Port Authority is currently evaluating how to use those funds. Mr. McGonagle stated that of the \$10 million funds received \$1 million was specifically designated to be used as concession relief, which means the terminal restaurants, gift shops and rental car companies will receive a combined \$1 million credit. Staff is currently seeking guidance on how to issue the credit and plans on having this completed in the next six months. Mr. McGonagle stated there are talks of a third round off CARES Act funds under the new administration but followed up by saying that at this point it is just speculation. Executive Director Ben Siegel stated that this money has really helped to stabilize the revenue as opposed to just keeping things afloat and the money is being used carefully and conservatively. Commissioner Ruane commented saying he was surprised the Port Authority was able to pay down debt with the CARES Act funds. Mr. McGonagle stated that Staff consulted with their tax attorney and the attorney read the language and advised it was okay to do so.
- At this point Lee County Port Authority Executive Director Ben Siegel reviewed his Executive Director Remarks for the Joint Board Meeting of March 4, 2021.

**PORT ATTORNEY ITEMS**

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

**COMMENTS FROM THE CHAIR OF THE ASMC**

- ASMC member Robbie Roepstorff commented on one of the Executive Director Remarks suggesting we should make comparisons to both 2020 as well as 2019. Doing a comparison to 2020 will show a positive rebound of the economy and how things are picking back up which is a feel good for many businesses and residents. Executive Director Ben Siegel said that he miss-spoke, explaining that is what we are doing. Commissioner Hamman asked about the numbers for January 2019 compared to January 2020. Executive Director Ben Siegel stated that January 2020 was greater than January 2019, it was a record January. Commissioner Hamman inquired as to how far our numbers had fallen backwards and Lee County Port Authority Division Director of Administration Brian McGonagle said that the numbers were comparable to 2003-2004.
- Randy Krise wanted to recognize ASMC member Robbie Roepstorff for her performance as the ASMC Chairwomen during such a difficult, trying and challenging year. He stated that she performed so well and he is happy she was the Chairwomen during that time. Mr. Krise’s sentiments were echoed by the rest of the ASMC members and the Board of Port Commissioners.
- Fran Myers, Vice-Chair thanked the Board of Port Commissioners for all of their help and hard work during the Covid-19 situation. Because of their hard work people feel safe coming here and it is all because of them.

**ADJOURN:**

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

ATTEST:  
LINDA DOGGETT, CLERK

By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman, Lee County Port Authority

MARCH 4, 2021

A Joint Workshop Meeting of the Board of Port Commissioners of the Lee County Port Authority, with the Airports Special Management Committee, was held on this date in the Training and Conference Center at Southwest Florida International Airport (RSW), with the following members present:

**LEE COUNTY PORT AUTHORITY**

Kevin Ruane, Chairman  
Cecil Pendergrass, Vice-Chairman  
Ray Sandelli  
Brian Hamman  
Franklin B. Mann

**AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

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

**LEE COUNTY ATTORNEY:**

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

**REGIONAL MEMBERS:**

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

The Chairman called the meeting to order at 10:09 a.m.

**EXECUTIVE DIRECTOR**

Executive Director Ben Siegel, reviewed today's agenda and stated that Deputy Executive Director of Development and Aviation Mark Fisher would be narrating a PowerPoint Presentation on history on Skyplex where we have been, the past goals and what current goals are proposed. Mr. Siegel expressed he was looking forward to feedback from the Board in terms of what they would like to see and then discuss some of the opportunities. Mr. Siegel went on to say that he had a consultant, Mr. John Terrell, President of Paslay Management Group, who will also be narrating part of the presentation and sharing some of his experiences developing airports. Mr. Sigel also stated Director of Economic Development John Talmage, would discuss what happening in the surrounding markets and what that means for Skyplex.

**PRESENTATION**

**Topic:** Skyplex Development Update

**Presented by:** Deputy Executive Director of Development and Aviation Mark Fisher

Deputy Executive Director of Development and Aviation Mark Fisher narrated a detailed PowerPoint Presentation on the history of Skyplex from its inception. Mr. Fisher discussed the development parameters and site constraints such as FAA Restrictions, Existing Uses, and Wetlands (permitting and mitigating). He then shared the Goals and a Vision Plan Map along with all the successes-to-date such as acquiring the following Board approved tenants that share the same vision plan, which sets the stage moving forward: Fort Myers Brewing Company, Publix, Alta Resources, Gartner and Intrepid Aircraft Maintenance, Repair and Overhaul. He went on to say the initiative is to have a quality development that does more than just provide ground rent revenue to the airport. It would also set a very high standard of development in the area. The Board of Port Commissioners has approved over 344 acres to be zoned for development, saving all future tenants time and money. Staff has been and continues to be in contact with The Army Corps of Engineers regarding wetlands permitting. Staff is also working with The Army Corp of Engineers and the South Florida Water Management District to apply a Master Concept Permit approach with the intent of reducing third-party cost and time as permitting is one of the longest processes for a developer and can take up to 18 months. The Board of Port Commissioners has invested in the Skyplex by approving of the addition of utilities to Paul J. Doherty Parkway (PJD Pkwy) and approving contracts to build Skyplex Boulevard. Staff has secured 50% state grants money to help fund the projects which was a big plus during the negotiation process with Gartner as it demonstrated the Boards commitment to the area. The Board has also approved design contracts to realign Chamberlin Parkway and eliminate the old terminal loop in order to better serve future development needs. There is also a plan being worked on to establish a 'Greenway' throughout the Skyplex area with walking and biking trails showcasing the Southwest Florida environment and increasing the attractiveness and quality of life for corporate office employees. At this point in the presentation Mr. Fisher turned the presentation over to John Terrell, President of Paslay Management Group who presented a PowerPoint Presentation.

The following are some of Mr. Terrell's qualifications and titles he has held over the years:

- **President**, Paslay Management Group – PMG Development
- **Partner**, Hunter Chase Development Partners
- **President**, Airport International Resorts (AIR)
- **Vice President** Commercial Real Estate, DFW Airport (15 years)

- **Mayor/City Counsel/Chair P&Z**, City of Southlake, Texas (19 years)
- **AVP Central Region**, Union Pacific Railroad Real Estate
- **AVP Real Estate**, Southern Pacific Railroad Real Estate

Mr. Terrell discussed in detail the strategies and results used when working with Dallas Fort Worth International Airport (DFW) from 2005-2019. Mr. Terrell went on to explain the differences between an Aerotropolis versus an Airport City.

**Airport City – Denver International Airport**

- “Inside the fence” area of an airport “CITY”
- More than traditional aeronautical services
- Targets non-aeronautical revenue streams amounting to 40-60% of total revenues
- Office, hotels, convention centers, medical facilities, free trade zones, entertainment and theme parks

**Aerotropolis – DFW Airport & Metropolitan Area**

- How airports operate as the central connector in city economic development
- Consist of airport city, outlying corridors /clusters of aviation-linked businesses, and associated residential developments
- Planned to appeal to investors, commercial real estate developers, and their facility end users

Mr. Terrell went on to discuss examples of other Airports:

**Brokerage Services Agreement-El Paso Airport**

- Stakeholder Identification
- Market Analysis
- Policy Development
- Master Plan
- Public/Private Partnership
- Leasing
- Acquisition/Disposition
- Consulting Services
- Strategic Planning
- Portfolio Management

**Master Developer Agreement-Phoenix-Mesa Airport**

- Public-Private Partnerships
- Develop 400 acres, mixed-use
- Create vision and strategy
- Maximize long-term revenues
- Pre-development services: Entitlement process, restriction evaluation, feasibility assessment, infrastructure plan, team development, and marketing/leasing structure

**Exclusive Right to Develop-Mineral Wells Airport**

- Public-Private Partnerships
- Vision development
- Airport Land Use Plan
- 10 year -Exclusive Right to Develop
- Ground leases

The next thing discussed was a Strategic Non-Aeronautical Opportunities graph showing topics such as: Future Proofing Revenues, Leveraging Marketing Opportunities, Maximizing Revenues, Creating a Center of Commerce, Accelerating Aviation Industrial and Maximizing Yield. These are some of the ways other airports are optimizing their revenue opportunities and creating diversification. It is about building an economy for an entire region around the airport and how the airport facilitates the economic boom for the rest of the area. Next Mr. Terrell reviewed Strategic Revenue Opportunities across the Airport Enterprise-Revenue Resources and Diversification and the Aviation *Activity Driven* or *Activity Independent* comparing which groups are Dependent or Partially Dependent.

At this point Mr. Terrell turned the meeting over to Director of Economic Development John Talmage. Mr. Talmage narrated a PowerPoint Presentation, which started off by saying Lee County has a very unique growth pattern that has led to some great outcomes but also some challenges. If you compare Lee County to every other county on the West Coast of Florida we had the strongest growth to the east of I-75. He went on to say the growth of Lehigh and Cape Coral has led to most of the work force living on the east/west nexus. Mr. Talmage then discussed Predominant Generation near RSW/Skyplex and narrated a colored map with a break down on the different demographics and the challenges of long commute times for employees to get to work. There has been an intentional effort by both the Lee County Administration and the Board of County Commissioners to move some of the job growth north. There are 83 distinct projects that are either in development, permitting or under construction. That represents 1.7 million square feet and 6,500 jobs. In addition there is an estimated 5 million square feet of land under entitlement which will support another 5,000 jobs. He went on to discuss the current development near RSW/Skyplex. The growth of the Skyplex is critical to sustain the growth of the area around the airport to balance it out so it can become high end corporate development that compliments the areas along Alico Road, Three Oaks and Treeline.

**DISCUSSION**

Executive Director Ben Siegel started off by saying he wants Skyplex to be something much greater for Lee County and be complimentary to all of the assets around the airport rather than compete with them. He said we need to build a team from the outside to help with the process. He suggested bringing in someone through a Request For Proposal (RFP) competitive process such as an Owners Representative from, a nationally



recognized real estate advisory firm that we can work with to ultimately develop Skyplex and take it to the next level. Commissioner Hamman inquired as to which model he was thinking of using, the Brokerage Services Agreement, Master Development Agreement or Exclusive Right to Develop. Mr. Siegel stated that the airport would go through the RFP process which would be competitive and the Board would ultimately have to make the selection. Mr. Siegel stated that the Master Development Agreement is a strong possibility. However we need the Owners Representative to help with making that decision. Commissioner Hamman asked how the developers bring people into the area. Mr. Siegel asked Mr. John Terrell, President of Paslay Management Group if he could address the question. He stated that these companies are nationally recognized firms and they are doing this on the private sector side already. They have a network across the country of firms and companies that are either looking for new corporate headquarter locations or looking to expand from entertainment and hospitality. Then there is the local market with possibilities, like expansion of the different local restaurants and entertainment etc. Mr. Terrell gave an explanation about Request for Qualification (RFQ) and Request for Proposal (RFP) and stated we need a team with national reach and local presence. He went on to say that it is really difficult if you just bring in a national team that does not have a local presence, as they would not understand the local market, know what is going on or have connections. Commissioner Hamman followed up by asking how we would advertise and Mr. Siegel stated that the scope of the work would most likely be based on an hourly fee. Commission Hamman wanted to know how long it would take to start to see significant results. Mr. Siegel said he is thinking around 120 days to get on the street to advertise for an Owners Representative. Once that is done then the next process would be to present to the Airports Special Management Committee (ASMC) and the Board of Port Commissioners with a presentation and then contracts. Mr. Siegel said it would probably be approximately a 6-9 month process just to hire a firm. Commissioner Ruane asked if there was an outline/timeline in order for the Board to have a better understanding of the next steps. Mr. Siegel stated that it would start with the hiring of a firm. Until then it would be difficult to come up with the steps at this time. Commissioner Sandelli stated that he has ties to firms and is familiar and could give input on who would be a good firm to review. Commissioner Hamman inquired if the Board would be able to see the solicitation before it gets published. Mr. Siegel stated if that is what the Board wants then he would be more than happy to do that. Commissioner Hamman said that he thought it would be a good idea in light of the tremendous amount of experience between the ASMC and the Port Board to make sure we are asking for the right thing. Mr. Siegel said that he would bring a draft to the Advisory Committee. Commissioner Pendergrass asked about the property across from Jet Blue Stadium and Mr. Siegel said there are no plans yet for development. Mr. Randy Krise stated that he is from rural Georgia and when he lived there they created two self-taxing commercial development districts voted on by the businesses in that area. It helped to create a revenue stream so when the County Commission has pressure about funding roads they had the revenue stream to get it done. Commissioner Mann inquired as to who benefits from the development and asked if it was the flying public. Mr. Siegel responded saying that the beneficiaries are our business model revenue diversification as it gives additional revenue streams to offset the costs. He went on to say that actually the bigger beneficiary is Lee County Economic Development and all the jobs that come along with the development. Commissioner Pendergrass stated that he was glad there would be public involvement and engagement as we move along through the process. Collier County Representative R. Scott Cameron stated that there is a lot of great talent here that knows the area. He said he would like to see this become a regional initiative.

ADJOURN:

The Chairman adjourned the meeting at 11:20 a.m.

ATTEST:

LINDA DOGGETT, CLERK

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman, Lee County Port Authority

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB #21-02MLW (Request for Bids for On-Airport Rental Car Concession and Counter Space Lease - Page Field) to, and approve an "On-Airport Rental Car Concession Agreement and Counter Space Lease for Page Field" with, the sole responsive, responsible bidder, Gitibin & Associates, Inc.
2. **FUNDING SOURCE:** N/A
3. **TERM:** Commences on May 1, 2021, and continues until April 30, 2023, with two potential extensions of two years each.
4. **WHAT ACTION ACCOMPLISHES:** Award RFB #21-02MLW to the highest responsive, responsible bidder, Gitibin & Associates, Inc.

5. **CATEGORY:** 2.  
Consent Agenda

6. **ASMC MEETING DATE:** 4/20/2021

7. **BoPC MEETING DATE:** 5/6/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

Until last fall, the Hertz Corporation ("Hertz") operated the on-airport rental car concession at Page Field pursuant to an "On-Airport Rental Car Concession Agreement and Counter Space Lease For Page Field" dated November 8, 2018. In September of 2020, Hertz rejected that agreement as part of its Chapter 11 bankruptcy proceedings, and ceased operating at Page Field. In order to provide rental car services to customers at Page Field during its busiest months, the Authority negotiated an agreement with Gitibin and Associates, Inc. d/b/a Go Rentals ("Go Rentals") to provide such services on an interim basis while the Authority developed and released a new Request for Bids for the concession. That interim agreement was approved by the Board on January 21, 2021, and can be terminated effective April 30, 2021.

Meanwhile, on November 13, 2020, the Authority released Request for Bids (RFB) 21-02MLW for On-Airport Rental Car Concession and Counter Space Lease at Page Field Airport, for a term beginning May 1, 2021. The RFB was advertised through our Lee County Port Authority website, the News-Press, the Airport Minority Airport Council, Airports Council International – North America, the Florida Airports Council, and our electronic bidding system Ionwave. Ionwave also electronically notified 128 potential bidders. The RFB provided for the award of one (1) on-airport rental car concession agreement to the responsive, responsible bidder submitting the highest bid on the "MAG" (the minimum annual guaranteed privilege fees payable to the Authority) for the first contract year (5/2/2021 to 4/30/2022).

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	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>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED **X (6-0) 4/20/2021**
- APPROVED as AMENDED
- DENIED
- OTHER Item deferred from 2/26/2021 ASMC meeting to allow staff to obtain additional information from proposer, Gitibin & Associates, Inc.

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

## **Background (continued)**

Two (2) bidders submitted a bid for consideration, namely, Enterprise Leasing Company of Florida, LLC (herein "Enterprise"), and Gitibin & Associates, Inc. (d/b/a, and herein, "Go Rentals"). Enterprise bid the higher MAG, but its bid was conditioned upon the Authority's acceptance of their changes to material terms (relating to minimum operating hours and the concessionaire's right to terminate) that were contrary to the RFB. Thus, the Enterprise bid was deemed nonresponsive. On December 23, 2020, the Authority's Purchasing Department sent both bidders a Notice of Intent to Award the contract to Go Rentals.

The Go Rentals bid was deemed responsive. Accordingly, staff recommends award to Go Rentals, which successfully met all bid requirements as the sole responsive, responsible bidder, and approve an "On-Airport Rental Car Concession Agreement and Counter Space Lease for Page Field" with that bidder.

### Attachments:

1. Bid Tabulation Sheet
2. RFB
3. Addendum #1
4. Addendum #2
5. Addendum #3
6. Bid submitted by Go Rentals
7. Summary of proposed agreement with Go Rentals
8. Proposed "On-Airport Rental Car Concession Agreement and Counter Space Lease for Page Field"



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

## Receiving

**Bid Number:** RFB 21-02MLW

**Bid Title:** On-Airport Rental Car Concession and Counter Space Lease at Page Field

**Opening Date:** Monday, December 14, 2020

**Opening Time:** **2:00PM**

**Opened By:** Megan Wilson

Melissa Wendel, Scott Sheets, Jonathan Buff, Alisa Tillman-Enterprise Holdings Andrea

**Witnessed By:** Krenswan- Enterprise Holdings

	<b>FIRM</b>	<b>COST</b>
1	Enterprise Holdings	\$105,535.27
2	Gitibin and Associates	\$70,000.00
3		
4		
5		
6		
7		
8		
9		
10		



PURCHASING OFFICE  
11000 Terminal Access Road, Suite 8671  
Fort Myers, Florida 33913

REQUEST FOR BIDS (RFB) 21-02MLW  
FOR  
**ON-AIRPORT RENTAL CAR CONCESSION  
AND COUNTER SPACE LEASE**

**PAGE FIELD AIRPORT**

**DATED: November 13, 2020**  
**PURCHASING OFFICE DESIGNATED CONTACT**  
Agent Megan Wilson, Telephone: (239) 590-4558  
Email: mlwilson@flylcpa.com

**NON-MANDATORY PRE-BID MEETING**  
10:00 a.m. on Tuesday November 23, 2020  
This meeting may be attended remotely through this link:  
Remote Meeting ID: [meet.google.com/obc-hcvn-gex](https://meet.google.com/obc-hcvn-gex)

**DEADLINE FOR INQUIRIES & CLARIFICATION REQUESTS**  
Tuesday, November 30, 2020, by 5:00 p.m. local time

**ELECTRONIC BID SUBMISSION DUE DATE AND TIME:**  
Monday, December 14, 2020 by 2:00 p.m. local time  
The opening of bids may be viewed via Google Meets  
**Meeting ID: [meet.google.com/jhv-fxko-vya](https://meet.google.com/jhv-fxko-vya)**  
**Phone Numbers: (US)+1 252-404-1106 PIN: 311 735 488#**

## NOTICE OF IMPORTANT SOLICITATION DATES

The Lee County Port Authority (hereafter referred to as "Authority") is soliciting the submission of competitive electronic bids from interested and qualified Bidders to provide ON-AIRPORT RENTAL CAR CONCESSION AND COUNTER SPACE LEASE AT PAGE FIELD AIRPORT in accordance with the requirements contained in this Request for Bids.

The Authority seeks to contract with a single vendor to provide the required services as defined in this Request for Bids. Services under the anticipated agreement will commence on or about May 1, 2021.

A non-mandatory pre-bid meeting will be held at 10:00 a.m. on November 23, 2020. This meeting will be conducted electronically. To attend, potential bidders must use Google Meets through this link - **LOGIN:** [meet.google.com/obc-hcvn-gex](https://meet.google.com/obc-hcvn-gex)

Sealed bids must be submitted electronically in Ionwave no later than **2:00 p.m., Monday, December 14, 2020.**

AMERICANS WITH DISABILITIES ACT: Any person needing special accommodations to attend a public meeting such as a pre-bid meeting or the public bid opening should contact the Authority's contact person listed below at least five (7) days prior to the scheduled meeting.

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

Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprises (W/MBE) companies are encouraged to respond to this notification.

For more information, please contact Megan Wilson, Procurement Agent at (239) 590-4558 or email: [mlwilson@flylcpa.com](mailto: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 Lee County Port Authority is soliciting competitive electronic bids from interested and qualified Bidders for an ON-AIRPORT CAR CONCESSION AND COUNTER SPACE LEASE AT PAGE FIELD in accordance with the requirements contained in this Request for Bids. The Authority seeks to contract with a single vendor to provide the required services. Sealed bids will be electronically unsealed and read publicly immediately following the time specified for receipt of 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 that is provided on the cover page of this Request for Bids.

**A.02 ELECTRONIC SUBMISSION OF BIDS**

The Authority is accepting electronic bids in IonWave at <https://flylcpa.ionwave.net/Login.aspx> 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 submission 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**

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. 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 <https://flylcpa.ionwave.net/Login.aspx>, on or before the date and time stated on the cover page.

**A.05 ADDENDA**

Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. 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. It is the responsibility of the bidder, prior to submitting a 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 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's website [www.flylcpa.com/purchasing](http://www.flylcpa.com/purchasing).

**A.07 PRE-BID MEETING**

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, if a site visit is planned, and/or 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 Request for Bids, 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 designated contact indicated on the cover page 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 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 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 will, 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 will 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 for convenience and 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 Florida Statutes.

To the extent the successful bidder is providing services on behalf of the Authority, the successful bidder will be required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 is 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 authorized change orders or amendment, is 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 will serve 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 WILL 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 may 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](http://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 must 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, must be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor will 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, bidders must certify by submission of the enclosed public entity crimes certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

**A.34 BID EVALUATION**

Upon evaluation of all bids received, a Notice of Intent to Award may be made to the 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 a Bidder to perform in accordance with the agreement 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 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 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 Concession Agreement and Counter Space Lease in substantially the attached form, unless amended during the bid process and prior to the opening of bids, within ten (10) calendar days from issuance of the notice of intent to award the bid.. Failure of the successful Bidder to execute the Concession Agreement and Counter Space Lease within ten (10) calendar days from the date the notice of intent to award is announced is just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the Concession Agreement and Counter Space Lease 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 Concession 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 constitutes the Authority's approval to be bound by the successful Bidder's bid and the terms of the Concession Agreement and Counter Space Lease.

Until approval and final execution of the Concession Agreement and Counter Space Lease, 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 E-VERIFY**

In accordance with Florida Statute Section 448.095(2) (2020), beginning January 1, 2021, the successful bidder is required to 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 is using 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 will 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 will 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 all requirements, including what is to be submitted in the Bidder's bid and Bidder must properly complete all bid forms.**

**B.01 MINIMUM QUALIFICATIONS**

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.

- A. 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 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.**

- B. The Bidder must have at least five (5) years of experience since November 1, 2015 in the rental car concession industry providing rental car concession counter service at a fixed-based operator airport. The minimum amount of (5) five years of experience does not need to be consecutive. The minimum experience requirement may be met by providing multiple references that when combined equal or exceed a total of five years of experience.

**To demonstrate this minimum qualification has been met, Bidder must attach at least one written reference from an airport fixed based operator executive that specifies the start date and end dates of concession counter service provided by Bidder.**

**The time between the start and end dates must equal or exceed at least five years of experience providing rental car concession services at the fixed based operator.**

**B.02 BASIS OF AWARD**

The award will be made to the responsive, responsible Bidder, providing the highest bid for the Minimum Annual Guarantee (MAG) applicable to the first contract year (5/1/2021 to 4/30/2022).

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 demonstrate 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 of the Concession Agreement and Counter Space Lease.

Any experience documented and submitted by Bidder that is not commensurate with the requirements of this RFB, may cause the Authority to reject the bid as nonresponsive and proceed to the next highest Bidder without penalty to the Authority and at no cost to the Authority.

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. Each bidder must provide information the Authority deems necessary to make this determination. Such information may include, but is not limited to current



financial statements, verification of availability of equipment and personnel, and past performance records.

**B.03 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE**

Employees of the successful bidder or subcontractors who must work full or part time within the Air Operations Area (AOA) at Page Field Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges must be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Provider. Badges are issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.

**[END of PART B]**

**PART C  
PROJECT INFORMATION**

**C.01 INTRODUCTION AND OVERVIEW**

The Lee County Port Authority invites Bids from all qualified and interested parties for the award of a nonexclusive rental car concession agreement at Page Field made pursuant to the requirements set forth in this Request for Bids. The Authority's objective is to achieve the highest possible standard in both physical facilities and customer service. The successful Bidder will operate the rental car concession from the General Aviation Terminal at Page Field and associated parking area beginning May 1, 2021. The Authority intends to award one (1) On-Airport Rental Car Concession Agreement and Counter Space Lease.

1. **AIRPORT CHARACTERISTICS:**

Page Field is an active general aviation airport that serves the needs of corporate, private, charter and air taxi operations. The airport is designated a foreign trade zone. Page Field has approximately 340-based aircraft and accommodated 95,255 operations in 2017; 97,816 operations in 18; and 116,003 operations in 2019. Business aircraft operations represent a significant portion of the activities at Page Field. It should be noted that business aircraft activity has remained relatively steady, and at times has increased, during the current COVID-19 pandemic. Rental car transactions (as reported) at Page Field totaled 4,237 in calendar year 2018; 3,556 in 2019; and 2,004 in January through July 2020.

2. **EXISTING ON-AIRPORT RENTAL CAR OPERATION:**

Currently one (1) rental car company operates rental car concessions in the terminal. The concessionaire operates during designated business hours with their staff on premises. The concessionaire has appointed the Authority as their limited agent for the purpose of completing car rental contracts with concessionaire's customers on concessionaire's behalf outside of regular operating hours.

3. **DESCRIPTION OF FACILITIES:**

The general aviation terminal features a customer transaction counter space and one (1) storage room (EXHIBIT A) for a rental car concession. The transaction counter is prominently located in the main terminal (EXHIBIT B) lobby, just inside of the main public entry doors. The Terminal is located on the west side of Page Field.

Ten (10) paved, uncovered, ready-return spaces will be provided to the concessionaire. No washing or fueling areas will be provided. The location or relocation of ready return spaces will be at the discretion of the Authority, and additional spaces may be made available as required.

4. **SPECIAL CONDITIONS:**

Operating at Page Field may present challenges that do not exist at typical commercial or retail business facilities. The airport is open for operations 24 hours per day, 365 days per year. The terminal is currently open for business from 6:00 a.m. through 10:00 p.m., 365 days per year. These operating hours may be adjusted during the term of the concession agreement based upon customer demand and volume.

### **C.03 OPERATIONAL POLICIES**

1. **AREA OF OPERATION:**

Exhibits A and B display the concession area and the location of the facility covered by the draft concession agreement. The concession areas include the customer transaction counter, storage area, and ready return spaces.

2. **OPERATING STANDARDS:**

The successful Bidder (“Concessionaire”) will be required to keep the rental car facilities open for business and staffed three hundred sixty-five (365) days per year during the staffing hours set out below with at least one employee at or nearby the customer transaction counter (within the terminal building or ready return lot). A rental car agent will be available at the customer transaction counter at the scheduled arrival time for any reservations. Facilities must be open and staffed from 6:00 a.m. to 9:00 p.m., October 1, through April 30, and 9:00 a.m. to 5:00 p.m., May 1, through September 30. These hours of operation are the minimum acceptable; concessionaire is encouraged to extend hours, on either a temporary or a permanent basis, in response to customer needs. Operating hours may be adjusted in the future upon prior written approval by Authority should business conditions merit such changes.

Authority staff will be authorized to act as concessionaire’s agent for the limited purpose of soliciting preliminary information necessary to prepare car rental contracts when customer service is required outside of car rental concession operating hours. Concessionaire shall remit to Port Authority a fixed transaction fee of \$25.00 per rental transaction handled by the Authority staff.

Concessionaire will maintain sufficient staff levels to support the Authority’s goal of providing exceptionally high customer service at all times. Special events and holidays may result in unusually heavy customer demand. Concessionaire is expected to augment staff as required to support these needs. Concessionaire may conduct transactions with non-airport customers at this facility under the same terms and fees as airport rentals. To ensure Airport customers will always have first priority in terms of customer service and vehicle selection, Concessionaire will be required to identify an area of the service counter with signage specifically for Airport customers. Airport customers are not to be kept waiting while the Concessionaire transacts business with non-airport customers.

Concessionaire will make available a diverse fleet of vehicles, no more than two model years old, to include compact, mid-size, full-size, SUVs, and luxury vehicles.

Concessionaire will provide vehicles that are washed, vacuumed, and fully fueled before delivery to the Airport. Vehicles will be sanitized in accordance with CDC standards and industry best practices prior to delivery to customer.

Concessionaire will make every effort to provide the exact vehicle or upgrade requested by the customer. It is the expectation of the Port Authority that customers with advance vehicle reservations will receive the type and quantity of vehicles reserved for each rental. Authority reserves the right to obtain rental vehicles from other vendors if concessionaire is unable to fulfill customers’ rental car needs. Repeated failure of concessionaire to meet customer rental car needs may result in termination of the concession agreement.

Concessionaire will coordinate with and inform Authority in writing of each reservation made for incoming flights.

Employees will be neatly dressed in appropriate business attire. Courtesy, respect, and tact in dealing with customers are required at all times. Concessionaire and the Authority will share a mutual responsibility to present the highest possible levels of customer service at all times. Our customers have selected premium transportation options to maximize convenience and minimize their travel time. It is essential that their business transactions at Page Field are completed professionally and promptly. Each customer at Page Field is to be treated as a VIP.

Each of concessionaire's employees is an ambassador for Page Field and our community. Employees shall be well trained, polite and knowledgeable of services available. Authority staff and the concessionaire are to provide various high level services that must be closely coordinated to provide a seamless and efficient experience to the customer. Close coordination and efficient communication between the concessionaire and Authority staff is essential.

3. FUTURE OPERATIONS:

After the effective date of the concession agreement, the Authority may relocate ready return spaces based on operational requirements, so long as the total number of available spaces is not reduced below ten (10).

Concessionaire shall have no exclusive right to lease available space. The Authority specifically reserves the right to add additional On-Airport Rental Car Concessionaires in the future.

4. CONDITION OF PREMISES:

Construction of improvements specific to the needs of the concessionaire will be the responsibility of the concessionaire and will be subject to the Authority's prior approval. All work must be done in compliance with the Authority's rules and regulations, design standards, and development policies and procedures.

**C.04 BUSINESS TERMS**

1. PERFORMANCE GUARANTEE:

The concessionaire shall be required to execute and deliver to the Authority within 30 calendar days after approval of the Concession Agreement by the Board of Port Commissioners, a performance guarantee in the form of a certified check, cashier's check, or letter of credit (in a form acceptable to Authority), in an amount equal to fifty percent (50%) of the proposed minimum annual guarantee to the Authority as indicated in the official Bid form. The rental car concessionaire shall maintain such performance guarantee for the entire term of agreement, to include any extension thereto.

The performance guarantee assures performance of the agreement by the rental car concessionaire and the payment to the Authority of all amounts required by the agreement, and shall be subject to claim in full or in part by the Authority.

2. RENTALS AND FEES:

The concessionaire will be expected to enter into a Concession Agreement and Counter Space Lease in substantially the same form as the proposed agreement attached to this Request for Bids as Exhibit D.

Under the agreement, the concessionaire will be responsible for paying the Authority a monthly concession privilege fee equal to the greater of the following:

- Ten percent (10%) of chargeable gross revenue (gross revenue less certain excludable items); as defined in Exhibit D- DRAFT - On-Airport Rental Car Concession Agreement and Counter Space Lease.

or;

- One twelfth (1/12) of the minimum annual guarantee for each contract year.
  - A. Minimum Annual Guarantee (MAG)

Using the official Bid form, each Bidder is required to specify a proposed initial minimum annual guarantee (MAG) for the period from May 1, 2021 to April 30, 2022. The MAG for subsequent contract years, including the contract years of any extended term, will be the greater of: (1) eighty percent (80%) of the actual privilege fee paid or payable by the Concessionaire to the Authority for the immediately preceding one-year period (May 1 2021 through April 30, 2021); or (2) the MAG Bid for the first contract year, i.e. for the period from 5/1/2021 to 4/30/2022.

- B. Other Occupancy Charges

In addition to the fees stated above, the concessionaire will be required to pay to the Authority the following rents and use charges.

Rental Car Concession Counter Space

Concessionaire shall pay monthly rent of \$500 for the customer service counter space and storage room.

Building Service Fee

Concessionaire shall pay a monthly building service fee of \$125 to partially compensate Authority for utilities, building maintenance, cleaning, and the provision of other services in the common areas of the building.

Ready/Return Space Use Charge

The concessionaire shall pay a monthly ready/return space use charge of \$20 per space per month for fifteen (15) spaces. Additional ready/return spaces may be available as required by concessionaire at an additional charge of \$20 per space per month.

- C. Other Charges

Taxes

Concessionaire will be solely responsible for the payment of any tax, fee, assessment, excise, levy, lien, duty, payment in lieu of taxes, impost, or similar charge assessed or imposed on itself, including but not limited, to real and personal property taxes, and shall be responsible for payment of any taxes, fees, excise, levy, lien, duty, payment in lieu of taxes, impost of similar charge assessed or imposed on itself or its operations at the Airport.

4. COURTESY VEHICLES:

Concessionaire will be required to provide four (4) mini-vans, SUVs, or full-size 4-door sedans, less than two years old, for the use of the Authority and itinerant pilots and passengers using the Airport. These vehicles shall be available for use without charge for up to two (2) hours at a time.

5. CONCESSION AGREEMENT AND COUNTER SPACE LEASE TERM

The Authority intends to enter into a concession and lease agreement with the concessionaire for a period of two (2) years with two (2) options to extend for an additional period of two (2) years each immediately following the initial term, upon the Authority's written notice to the Concessionaire. Any extension(s) will be held under the same terms and conditions stated in the Request for Bids. The term of the Concession Agreement will commence on or around

May 1, 2021, and will expire on April 30, 2023, at 11:59 p.m. unless extended as provided above.

The rights granted to the concessionaire will not be exclusive and the Authority reserves the right to use or otherwise permit its facilities, other than those locations leased to the concessionaire, to be used by others for activities as provided by the executed agreement.

**[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 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 notice of intent to award is conditional upon receipt of the certificate of insurance, approved and accepted by the Authority. 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.

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 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 Respondent from potential insurer insolvency.

**Waiver of Subrogation**

Insurance will be primary and noncontributory and 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 must 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 must 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](mailto:riskmanagement@flylcpa.com)**

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

### **Policy on Request**

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

### **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 are to 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 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, General Liability & Patent or Copyright**

The successful bidder is required to 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 Bids.



These obligations will survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

**[END of PART D]**

**PART E – FORMS**

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

**FORM 1: BIDDER’S CERTIFICATION**

I have carefully examined this Request for Bids (RFB) which includes information for bidders, special instructions and requirements, 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 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 terms and conditions contained in the RFB 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 (check one) 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.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Serial/Commission No.

**FORM 2: OFFICIAL BID FORM**  
**RFB 21-02 MLW**

**BIDDER'S NAME:** \_\_\_\_\_

BIDS ARE DUE ON: MONDAY, DECEMBER 14, 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:

**ON-AIRPORT RENTAL CAR CONCESSION  
& COUNTER SPACE LEASE AT PAGE FIELD AIRPORT**

in full accordance with the solicitation and contract documents and, if awarded the contract, I agree to perform services as specified for the pricing awarded, which is based on the following bid schedule expressed numerically and in writing:

**MINIMUM ANNUAL GUARANTEE – CONTRACT YEAR 1**

\$ \_\_\_\_\_  
(Numerical)

\$ \_\_\_\_\_  
(Written)

**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 (check one) 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.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
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 (check one) 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.

\_\_\_\_\_

Notary Signature

\_\_\_\_\_

Serial/Commission No.

**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 (check one) 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.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
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 (check one) 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.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
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](mailto:mmwendel@FlyLCPA.com) or by mail to Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

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

\_\_\_\_\_ Services are not available through our company

\_\_\_\_\_ Cannot meet the scope of work or specifications

\_\_\_\_\_ Circle one - Scope of Services/Specifications are:

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

\_\_\_\_\_ Other reason(s): \_\_\_\_\_

How did you learn about this solicitation?

- \_\_\_\_\_ Ionwave
- \_\_\_\_\_ Local newspaper
- \_\_\_\_\_ Florida Airports Council
- \_\_\_\_\_ Airport Minority Advisory Council
- \_\_\_\_\_ Word of mouth

Company \_\_\_\_\_

Representative \_\_\_\_\_

Telephone \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A  
CAR RENTAL COUNTER AND STORAGE ROOM**

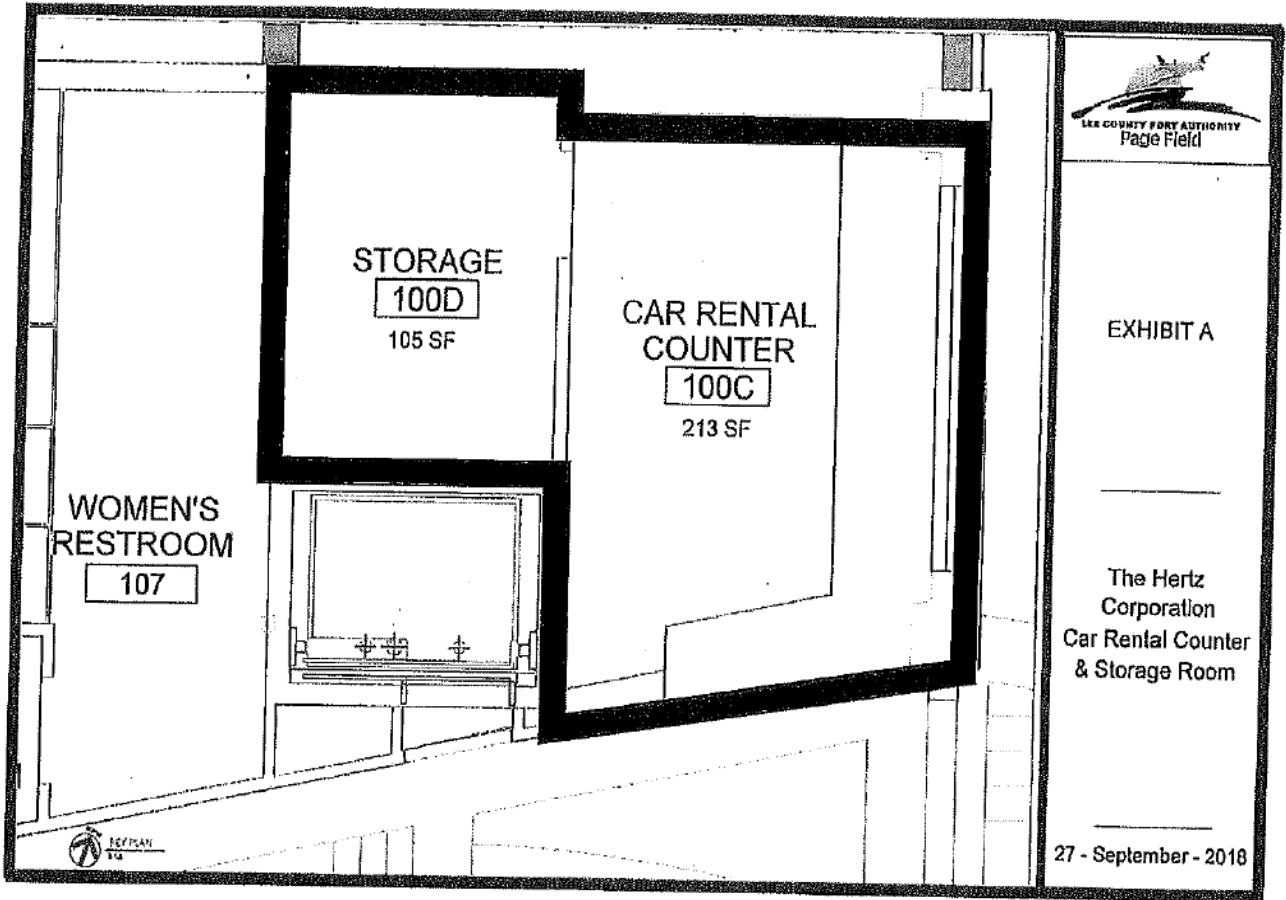
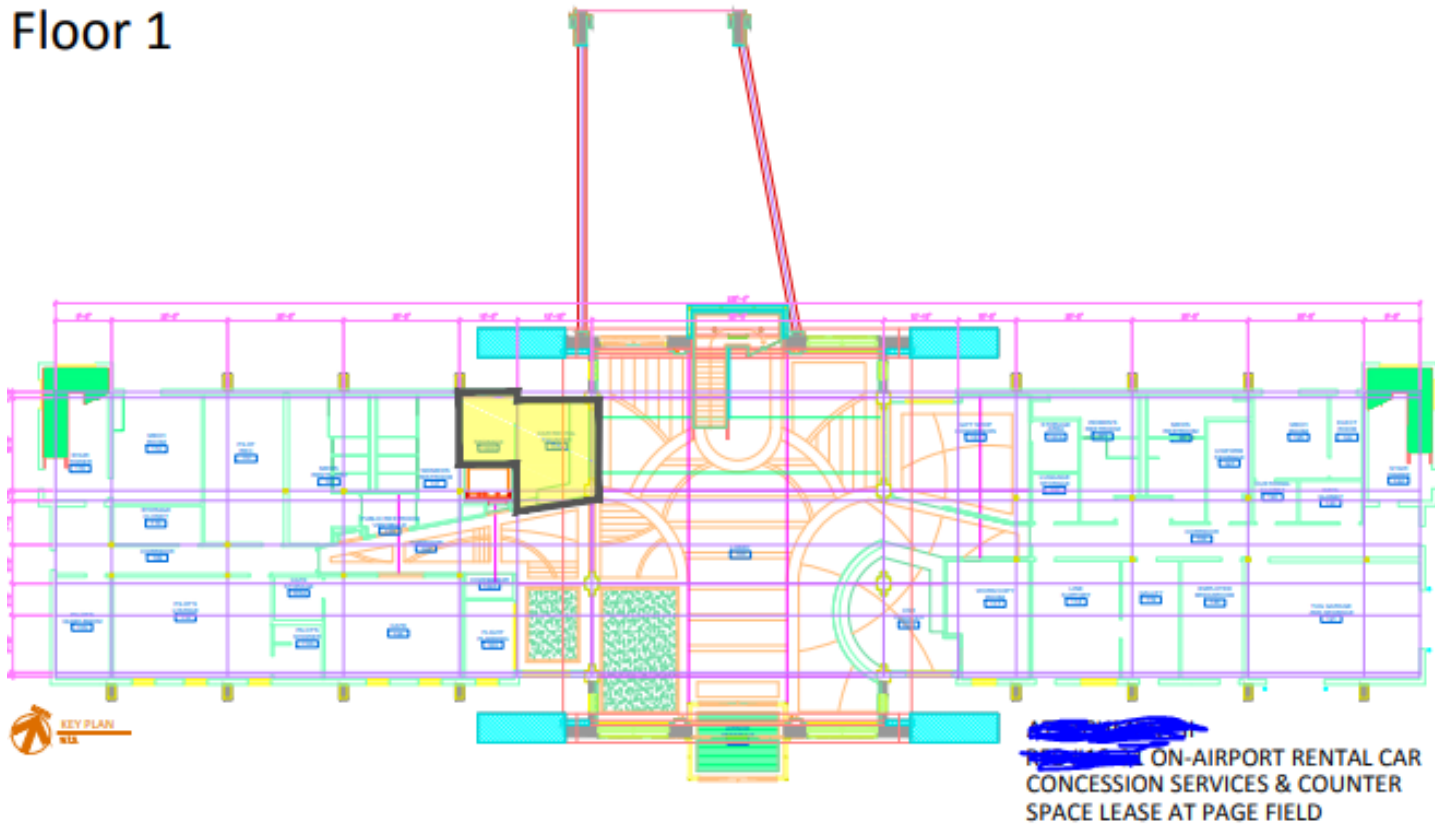


Exhibit B

Page Field Base Operations  
Floor 1



**Exhibit C**  
**MONTHLY STATEMENT OF GROSS REVENUE, EXCLUDABLE AMOUNTS, AND PERCENTAGE PRIVILEGE FEE**

This statement is for the month of: \_\_\_\_\_ Year: \_\_\_\_\_

Name of Company (Concessionaire): \_\_\_\_\_  
 Page Field General Aviation Airport

**GROSS REVENUE**

- 1 Amount customers were charged for time and mileage for rental of motor vehicles at the Airport ..... \_\_\_\_\_
- 2 Amount customers were charged for fees, surcharges, and taxes ..... \_\_\_\_\_
- 3 Any and all other amounts customers were charged ..... \_\_\_\_\_
- 4 Total amount customers were charged for anything, including Excludable Amounts and anything else. (add lines 1 through 3) ..... \_\_\_\_\_

**EXCLUDABLE AMOUNTS**

- 5 Florida Sales Tax ..... \_\_\_\_\_
- 6 Fla. Stat. 212.0606 rental car surcharge ..... \_\_\_\_\_
- 7 Drop Charges ..... \_\_\_\_\_
- 8 Payments for damage, loss, conversion, theft, or abandonment of vehicles ..... \_\_\_\_\_
- 9 Total "Excludable Amounts" (add lines 5 through 8) ..... \_\_\_\_\_
- 10 CHARGEABLE GROSS REVENUE (subtract line 9 from line 4) ..... \_\_\_\_\_
- 11 PERCENTAGE PRIVILEGE FEES DUE (multiply line 10 by 10%) ..... \_\_\_\_\_
- Handling Fee (Transactions by LCPA Employees \_\_\_ x \$25.00) ..... \_\_\_\_\_
- TOTAL TRANSACTIONS \_\_\_\_\_

This is a true and correct statement of all items listed, including Gross Revenues, Excludable Amounts, and the applicable percentage privilege fees due (subject to the minimum guarantee).

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit D**

**Concession Agreement and Counter Space Lease**





Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4556

**ADDENDUM No. 1**

**ISSUE DATE: 11/16/2020**

**REQUEST FOR BIDS NO. 21-02MLW, ON- AIRPORT RENTAL CAR CONCESSION  
AND COUNTER SPACE LEASE PAGE FIELD AIRPORT**

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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. CLARIFICATIONS**

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**ITEM 1:** Cover sheet. An error was made regarding the day of the pre-bid. The Non- Mandatory Pre-Bid Meeting will be held next Monday, November 23, 2020 at 10:00am.

**ITEM 2:** Cover Sheet. An error was made regarding the day of the Deadline for Inquires and Clarifications Requests. The Deadline for Inquires and Clarifications is Monday, November 30, 2020 by 5pm.

**ITEM 3:** Section C.04, page 17, Business Terms, #2 Rentals and Fees, Letter B, Ready/Return Space Use Charge. The section should read as follows:

The concessionaire shall pay a monthly ready/return space use charge of \$20 per space for ten (10) spaces. Additional ready/return spaces may be available as required by concessionaire at an additional charge of \$20 per space per month.

Submittals are due by 2:00 p.m. on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the bid being considered non-responsive.

DocuSigned by:

*Melissa Wendel*

FA006A60127C4A5...

Melissa M. Wendel, CPPO  
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office  
Scott Sheets, Department Director  
Megan Wilson, Procurement Agent



Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4556

**ADDENDUM No. 2**  
**ISSUE DATE: December 7, 2020**

**REQUEST FOR BIDS NO. 21-02MLW**  
**ON-AIRPORT RENTAL CAR CONCESSION AND COUNTER SPACE LEASE**  
**PAGE FIELD AIRPORT**

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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:** Please provide the deplaning passenger flight statistics by month and category (e.g. Air Carrier, AirTaxi, General Aviation, Military) for each of the last three (3) calendar years, as it is important for prospective bidders to have an accurate picture of the business mix at the airport.

**Answer:** Page Field airport is a general aviation airport. As such, this data is not collected and is therefore unavailable. Please see C.01, Item 1. [Airport Characteristics](#) which provides a summary of recent business operation activities.

**Q2:** What percentages of deplaning passengers utilize car rental operations at the airport?

**Answer:** This data is not collected and is therefore unavailable. Please see C.01, Item 1. [Airport Characteristics](#), last sentence which provides the annual count of rental car transactions for 2018 and 2019 and a six month count for 2020.

**Q3.** Please provide the rental car revenues by month for Calendar Years 2018, 2019 and 2020, if possible, through the end of November 2020.



**Answer:**

	<b>Chargeable Gross Revenue</b>	<b>Percentage Privilege Fees</b>	<b>Total Monthly Transactions</b>
<b>2018</b>			
January	\$135,483.87	\$13,548.39	475
February	\$123,835.16	\$12,383.52	483
March	\$165,818.21	\$16,581.82	593
April	\$110,517.39	\$11,051.74	418
May	\$61,772.05	\$6,177.20	418
June	\$49,099.80	\$4,909.97	418
July	\$67,149.62	\$6,714.96	248
August	\$35,346.53	\$3,534.65	248
September	\$23,364.93	\$2,336.49	158
October	\$46,733.11	\$4,673.31	156
November	\$70,780.28	\$7,078.03	311
December	\$83,240.70	\$8,324.07	311
<b>TOTALS</b>	<b>\$973,141.65</b>	<b>\$97,314.15</b>	<b>4237</b>
<b>2019</b>			
January	\$129,605.33	\$12,960.53	407
February	\$106,569.92	\$10,656.99	412
March	\$155,419.42	\$15,541.94	412
April	\$105,548.27	\$10,554.83	412
May	\$34,350.26	\$3,435.03	412
June	\$36,839.09	\$3,683.91	207
July	\$39,937.20	\$3,993.72	174
August	\$29,512.07	\$2,951.21	164
September	\$30,659.44	\$3,055.94	164
October	\$46,684.02	\$4,668.40	256
November	\$78,054.85	\$7,805.49	268
December	\$90,788.13	\$9,078.81	268
<b>TOTALS</b>	<b>\$883,968.00</b>	<b>\$88,386.80</b>	<b>3556</b>

2020			
January	\$153,689.08	\$15,368.91	327
February	\$134,214.98	\$13,421.50	446
March	\$143,711.87	\$14,371.19	332
April	\$65,650.56	\$6,565.06	162
May	\$49,929.48	\$4,992.95	241
June	\$88,075.10	\$8,807.51	248
July	\$49,771.57	\$4,977.16	248
August	*		
September	*		
October	*		
November	*		
December	*		
<b>TOTALS</b>	<b>\$685,042.64</b>	<b>\$68,504.28</b>	<b>2004</b>

**\*Data unavailable**

**Q4:** What percentage of prior rental car revenues, in each year, from Calendar Years 2018, 2019 and 2020 were associated with local non-airport customers (non-deplaning passengers)?

**Answer: Unknown.**

**Q5:** Please allow ample time between the time Airport releases the final Addenda and the time bids are due. It should be no less than five (5) business days before the bids are due.

**Answer: Bids are due on or before 2pm on 12/14/2020.**

**Q6:** Please confirm that all the terms and conditions specified in the RFB and any/all issued addenda will be incorporated and made a part of the Concession Agreement.

**Answer: Please refer to Part A, section A.35, Execution of Agreement.**

**Q7:** Please add language to the RFB and to the Concession Agreement which states: "The Request for Bids, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement."

**Answer: Please refer to page 1 of this addendum and Part A, A.05 Addenda and Form 1, Bidder's Certification which clearly incorporate any modifications, deletions or issues contained in any written addenda that are issued by the Authority into the Request for Bid documents.**

**Q8:** Part A, Sec. 15 (p. 5). Termination for Convenience. "The Lee County Airport Authority may cancel the contract upon giving thirty (30) days written notice to the Bidder at its discretion." Will the Authority please clarify this only applies prior to the start of the contract? We request any right to terminate for convenience during the term be mutual.

**Answer: No. The Authority reserves the right to cancel the agreement for convenience upon thirty (30) days written notice to the successful bidder.**

**Q9:** Part A, Sec. 35 (p 10). Execution of Agreement. Section 35 references a Bid Bond, but this is not referenced elsewhere in the documents. Is a Bid Bond required with a bid submission?

**Answer: A Bid Bond is not required for this solicitation.**

**Q10.** Part B, Sec 1.B (p 12). Professional Reference.

Will the Authority please waive the requirement, as it did in the 2018 bid, to attach Professional References for all bidders who currently have concession agreements with Lee County Port Authority (including at Page Field or at Southwest Florida International Airport), as Authority is familiar with and aware of current operators' abilities and past performance?

**Answer: Part B, B.01 Minimum Qualifications. Item B is hereby revised to add the following:**

**C. Bidders that are currently providing services at the Southwest Florida International Airport pursuant to an active on-airport rental car concession agreement are not required to meet the requirements of B.01. B above and are not required to supply a written reference from an airport executive specifying start and end dates. Such bidders must provide a copy of the signed concession agreement between bidder and Lee County Port Authority.**

**Q11:** Part C, Sec 4.1 (p 16). Performance Guarantee: Please confirm the Authority will allow the Performance Guarantee (and bid security, if required) in the form of a surety bond, as is allowed under Art. 13 of the Agreement: "The Authority, at its discretion, may accept a performance guarantee in the form of a surety bond in lieu of a security deposit or letter of credit." Our standard bond form, pre-approved by our surety, is attached hereto for your review and approval.

**Answer: Part C, Project Information, C.04 Business Terms, Item 1. Performance Guarantee is revised to add the following sentence at the end of the first paragraph: "The Authority, in its discretion, may accept a performance bond in a format acceptable to the Authority, in lieu of a cash security deposit or letter of credit". Authority will not review a bidder's proposed Performance Guarantee for acceptability until after issuing a Notice of Award.**

**Q12:** Sec. 5.3 (pp. 10-13). Gross Revenues. Please confirm any discounts, coupons or credits shown on the rental contract are not considered Gross Revenue to the extent that they reduce the amount the customer is charged. For a simple example (ignoring taxes, etc.), if a customer is charged, in actuality, and according to their contract, \$90.00, which is based on a regular rate of \$100.00 less a 10% discount, then the Gross Revenue would be \$90.00 (not \$100.00).

**Answer: Correct. Gross revenue is based on the amount paid after discounts, coupons or credits have been applied.**

**Q13:** Sec. 5.3(1)(c) (p. 10) & Sec. 5.4 (pp. 13-14). Concession Recovery Fee | Concession Recoupment Fee. Because the concession fee is included in the definition of gross revenue, the actual cost to the rental car company of the concession fee is 11.11%. Will the Authority please add language that the recoupment of the privilege fees shall not exceed 11.11% to account for the additional commission the airport is receiving from the rental car company for the concession fee pass through?

**Answer: Yes. In the Concession Agreement we agree to add to the last sentence of Sec. 5.4 the phrase ", or exceed 11.11 percent."**

**Q14:** Sec. 5.3(6) (p. 11). Rental Car Facility Charge. Are there any plans to impose a Rental Car Facility Charge(s) during the term?

**Answer: No, currently there are no plans for the imposition of a Rental Car Facility Charge at Page Field.**

**Q15.** Sec. 5.5 (p. 15). Accounting Records. Please replace "sequentially" with "uniquely numbered" consistent with Sec. 5.2, as we are unable to provide sequentially numbered rental agreements.

**Answer: Section 5.5 of the Concession Agreement, second paragraph is being revised to replace the word "sequentially" with "uniquely numbered".**

**Q16.** Sec. 5.8 (p. 17). Additional Charges. We respectfully request that language be added that Authority shall provide at least thirty (30) days advance written notice to Concessionaire in the event of any "additional charges" hereunder.

**Answer: Section 5.8 of the Concession Agreement is being revised to add the following language “Authority will provide at least thirty (30) days written notice to Concessionaire in the event of the imposition of any “additional charges”.**

**Q17.** Article. 10 (pp. 22-23). Construction of Improvements. If a bidder other than the current operator is awarded the concession, please confirm that prior to the commencement date the Airport will facilitate a survey of, and repair any maintenance items that might exist.

**Answer: Yes, the Authority will survey the customer transaction counter and storage space and make any necessary repairs that may be deemed required by the Authority, in the Authority’s sole discretion.**

**Q18.** Article 13 (pp. 26-27). Security Deposit / Performance Guarantee. We respectfully request the following language be added to the end of the 2nd sentence: “The required security deposit may be adjusted upward or downward by the Authority, with thirty (30) days written notice to the Concessionaire, based on the Authority’s assessment of loss exposure and the Concessionaire’s actual performance of its obligations under this agreement,...provided that the amount will not be increased more often than annually, and the amount will be reasonable under the circumstances.”

**Answer: Yes, in the Concession Agreement we agree to add the following language to Article 13 in the Concessionaire agreement (pp. 26-27) “The required security deposit may be adjusted upward or downward by the Authority, upon thirty (30) days written notice to the Concessionaire, based on the Authority’s assessment of loss exposure and the Concessionaire’s actual performance of its obligations under this agreement,...provided that the amount will not be increased more often than annually, and the amount will be reasonable under the circumstances.”**

**Q19.** Art. 17 (pp. 30-31). Insurance: Our Risk Management department has requested the following changes:

- a. 17.1(1) – In third sentence please add: “...additional insured as their interest may appear for liabilities arising out of the conduct of the Concessionaire.”
- b. 17.1(2) – In the first sentence please strike “independent contractors,” as independent contractors shall obtain their own coverage.
- c. 17.1(2) – In the second sentence please add “...additional insured as their interest may appear for liabilities arising out of the conduct of the Concessionaire.”
- d. 17.2 – Please strike the third sentence (in parenthesis). As a privately held company, our insurance policies are not open to inspection by any third party, insured or otherwise.

**Answer: The Authority is willing to make the changes requested in parts a, b, and c. As to part d, the Authority is not willing to strike the sentence as requested, but**

**is willing to modify it to the effect that the Authority reserves the right to request and require Concessionaire to provide a copy of any such policy for the Authority's inspection, provided that as an alternative, Concessionaire may satisfy such requirement by providing the policy to a third party insurance consultant, selected by the Authority, so that the policy may be inspected on the Authority's behalf without making the policy a public record.**

**Q 20.** Please provide the flight operations statistics by month and category (e.g Air Carrier, Air Taxi, General Aviation, Military) for each of the last 3 calendar years, as it is important for prospective bidders to have an accurate picture of the business mix at the airport.

**Answer: See Answer to Q.1. Please refer to the attachments included as part of this addendum.**

**Q.21** In relation to the Operating Standard how often does the Authority act as the rental car company's agent? And how often has this occurred within the last 12 months versus the last two or three years?

**Answer: Historically, the Authority has served as the rental car company agent during the hours that the rental car company does not have personnel on site.**

**Between May 1 and October 31, the frequency is an average of 7-10 times per month. Between November 1 and April 30, the frequency is on average 2-4 times per month.**

**Q.22** RFB Part C Sec 4.4 (p 17) (see also Agreement Sec 6.4) Courtesy Vehicles- How often are all four courtesy vehicles being used? How often are the courtesy vehicles being used longer than the 2-hour period?

**Answer: No data available. This data has never been collected.**

**Q.23** How will the MAG (Minimum Annual Guarantee) abatement provision trigger if the Authority does not track Enplanement statistics?

**Answer: The MAG abatement provision is based on the number of flight operations, not enplaned passengers.**

**Q.24** RFB Part C, Sec. 3.2 (p 15) (see also Agreement Sec. 6.1(3) Operating Standards | Standards of Operation. During the pre-bid meeting the Authority stated that the successful proposer must staff the customer transaction counter no less than 8 am to 8 pm from October 1 through April 30. Will the Authority please update the RFB and Agreement to state that the Concessionaire must staff the customer transaction counter from 8 am to 8 pm October 1st through April 30th?

**Answer: See Part C, C.03 Operational Policies, Item 2. Operating Standards, first paragraph, third sentence. Change to read: Facilities must be open and staffed from 8:00am to 8:00pm from October 1 through April 30 and from 9:00am to 5:00pm May 1 through September 30.**

**Q.25** With 4 ready to Lease vehicles for after-hours rentals, how often is the Authority acting as the Concessionaire's agent – over the course of the last 3 years? Further, has 2020 been similar or is this happening more often?

**Answer: Refer to the response to question 21 above.**

**Q.26** The abatement trigger today is at 80% with 20% reduction. Is there any discussion on movement to the industry standard of 85%? RFB Sec 5.1 (p 8) MAG Abatement-We respectfully request the abatement trigger be changed from 80% to 85%. A 20% decline in flight operations realistically means a 20% reduction in rental car business and is well beyond the point of catastrophic impact to Concessionaire. Will the Authority please change 20% to 15% as the threshold for abatement to trigger and update the abatement language provision as follows:

MAG Abatement language: If for any reason the number of flight operations at the Airport during any one (1) month period is lower than eighty-five percent (85%) of the number of such flight operations for the same one (1) month period as compared to calendar year 2020, the MAG shall be abated/waived (an "Abatement Condition"). The Percentage Fee of 10% will continue to be due during the Abatement Condition. If the major flight operations reduction continues for additional months, the abatement/waiver will continue until there is a month when flight operations do not fall below the fifteen percent (15%) decline threshold. This major flight operations reduction can only be identified after any 1-month period ends; however, the major flight operations reduction exists for any one-month period when that month had 85% or fewer flight operations. Overpayments of the MAG will be credited to the Concessionaire within thirty (30) days after the 15% decline has been determined, and any additional overpayments will be credited to Concessionaire during the year-end reconciliation process described in Section 5.1.

Whenever an Abatement Condition occurs, the MAG payable by Concessionaire shall be abated and such abatement shall continue until such time as the Abatement Condition is extinguished meaning, flight operations volumes for any calendar month return to 85% of the same calendar month for calendar year 2020 (a "MAG Reinstatement Condition"). For greater clarity, the annual MAG amount shall be reduced by 1/12th of the original amount for each month of abatement in any Agreement year and Concessionaire shall owe as concession fees for such year as the greater of (a) the revised MAG amount or (b) 10% of Concessionaire's Gross Revenue for the full Agreement year. The dollar amount of any abatement of the MAG for any Agreement year shall be equal to the product arrived at by multiplying the MAG for such Agreement year by a fraction, the numerator of which is the number of months

that such condition continues to exist during any Agreement year and the denominator of which is 12. For example, if the MAG for a particular Agreement year was \$120,000 and such condition continues to exist for 2 months (i.e. 2/12) during that Agreement year, then the amount of the abatement would be \$20,000 and the MAG for that Agreement year would be reduced to \$100,000 or 10/12th. Further, MAG Abatement Relief with year-end reconciliation will be based on the concession fee (e.g., 10%) payment total for all twelve months of the Agreement year as compared to the total Agreement year's reduced MAG. So for year-end reconciliation purposes (using a two-month MAG waiver period as an example), concession fee (e.g., 10%) payment totals for the full twelve-month period would be used to offset the 10/12ths' MAG amount over this same twelve-month (Agreement year) period.

When MAGs are abated or where the Authority can reasonably determine in advance that an Abatement Condition is likely, the Concessionaire shall be relieved of its obligations to remit monthly MAG installment payments, if any, until the applicable MAG Reinstatement Condition is met."

**Answer: No change.**

## **Item 2. ATTACHMENTS**

- 1. 2017 Operations Overflight Data**
- 2. 2018 Operations Overflight Data**
- 3. 2019 Operations Overflight Data**

Submittals are due by 2:00 p.m., local time on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the being considered non-responsive.

DocuSigned by:  
  
FA068A66127C4A5...

Melissa M. Wendel, CPPO  
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office  
Scott Sheets, Director, Page Field  
Jonathan Buff, General Manager, Page Field  
Megan Wilson, Procurement Agent



**2017 AIRPORT OPERATIONS**

**PAGE FIELD**

MONTH	ITINERANT										LOCAL			TOTAL AIRPORT OPERATIONS
	IFR					VFR					CIVIL	MILITARY	TOTAL LOCAL	
	AC	AT	GA	MI	TOTAL IFR ITINERANT	AC	AT	GA	MI	TOTAL VFR ITINERANT				
JAN	0	245	1430	10	1685	0	23	3796	6	3825	3808	2	3810	9320
FEB	0	270	1527	1	1798	0	17	4071	0	4088	4257	0	4257	10143
MAR	14	359	1558	10	1941	0	24	4427	1	4452	4166	20	4186	10579
APR	0	277	1496	2	1775	0	16	4082	0	4098	3941	0	3941	9814
MAY	0	232	1081	0	1313	0	18	3343	2	3363	3643	0	3643	8319
JUN	0	93	855	5	953	0	4	2184	0	2188	2987	2	2989	6130
JUL	0	87	815	2	904	0	17	2532	2	2551	3226	0	3226	6681
AUG	0	94	832	2	928	0	17	2739	0	2756	3231	0	3231	6915
SEP	0	166	947	6	1119	0	8	2144	3	2155	2193		2193	5467
OCT	0	214	1136	3	1353	0	17	2449	9	2475	2987	2	2989	6817
NOV	0	298	1442	4	1744	0	25	2908	1	2934	3101	2	3103	7781
DEC	0	308	1304	0	1612	0	20	3278	0	3298	2379	0	2379	7289
TOTALS	14	2643	14423	45	17,125	0	206	37953	24	38,183	39919	28	39947	95,255

MONTH	OVERFLIGHTS										TOTAL OVERFLIGHTS
	IFR					VFR					
	AC	AT	GA	MI	IFR TOTAL	AC	AT	GA	MI	VFR TOTAL	
JAN	0	0	0	0	0	0	1	301		302	302
FEB	0	0	0	0	0	0	0	394	0	394	394
MAR	0	0	0	0	0	0	0	521	0	521	521
APR	0	0	0	0	0	0	0	375	0	375	375
MAY	0	0	0	0	0	0	4	336	0	340	340
JUN	0	0	0	0	0	0	2	345	4	351	351
JUL	0	0	0	0	0	0	4	356	0	360	360
AUG	0	0	0	0	0	0	0	343	0	343	343
SEP	0	0	0	0	0	0	0	385	2	387	387
OCT	0	0	0	0	0	2	0	226	4	232	232
NOV	0	0	0	0	0	0	1	201	4	206	206
DEC	0	0	0	0	0	0	0	219	0	219	219
TOTALS	0	0	0	0	0	2	12	4002	14	4030	4,030

AC = Air Carrier  
 AT = Air Taxi  
 GA = General Aviation  
 MI = Military

**2018 AIRPORT OPERATIONS**

**PAGE FIELD**

MONTH	ITINERANT										LOCAL			TOTAL AIRPORT OPERATIONS
	IFR					VFR					CIVIL	MILITARY	TOTAL LOCAL	
	AC	AT	GA	MI	TOTAL IFR ITINERANT	AC	AT	GA	MI	TOTAL VFR ITINERANT				
JAN		341	1470	3	1814		18	3481	6	3505	3110	8	3118	8437
FEB		334	1481	2	1817		11	3514	1	3526	3108		3108	8451
MAR		371	1575	6	1952		13	3556	2	3571	2888	4	2892	8415
APR		311	1306	2	1619		11	3477	14	3502	2874	12	2886	8007
MAY		234	1015	2	1251		18	2452		2470	3440	2	3442	7163
JUN		132	958	2	1092		12	3071		3083	3464		3464	7639
JUL		137	877	2	1016		12	2788	1	2801	3278	2	3280	7097
AUG		129	893	2	1024		9	3011		3020	3752	2	3754	7798
SEP	2	166	914	3	1085		31	2975		3006	3861		3861	7952
OCT		247	1329	5	1581		19	3444		3463	4117	6	4123	9167
NOV		288	1443	11	1742		9	3543	4	3556	3963	32	3995	9293
DEC		329	1464	2	1795	1	133	3003	2	3139	3463		3463	8397
TOTALS	2	3019	14725	42	17,788	1	296	38315	30	38,642	41318	68	41386	97,816

MONTH	OVERFLIGHTS										TOTAL OVERFLIGHTS
	IFR					VFR					
	AC	AT	GA	MI	IFR TOTAL	AC	AT	GA	MI	VFR TOTAL	
JAN					0		3	251		254	254
FEB					0			335	1	336	336
MAR					0			313	1	314	314
APR					0		5	289		294	294
MAY					0			301		301	301
JUN					0		1	351		352	352
JUL					0		6	277	2	285	285
AUG					0			381		381	381
SEP					0		2	298		300	300
OCT					0			351	2	353	353
NOV					0			358		358	358
DEC					0			311		311	311
TOTALS	0	0	0	0	0	0	17	3816	6	3839	3,839

AC = Air Carrier
AT = Air Taxi
GA = General Aviation
MI = Military

**2019 AIRPORT OPERATIONS**

**PAGE FIELD**

MONTH	ITINERANT										LOCAL			TOTAL AIRPORT OPERATIONS
	IFR					VFR					CIVIL	MILITARY	TOTAL LOCAL	
	AC	AT	GA	MI	TOTAL IFR ITINERANT	AC	AT	GA	MI	TOTAL VFR ITINERANT				
JAN	0	291	1745	10	2046	0	6	3792	16	3814	3460		3460	9320
FEB	0	259	1882	8	2149	0	10	3362	2	3374	3458	22	3480	9003
MAR	11	489	2201	20	2721	0	10	4062	3	4075	4264	26	4290	11086
APR	0	336	1824	10	2170	0	9	3894	2	3905	4001	0	4001	10076
MAY	0	238	1285	5	1528	0	12	3656	3	3671	4093	2	4095	9294
JUN	0	161	1253	9	1423	0	17	3063	4	3084	4072	4	4076	8583
JUL	0	187	1189	7	1383	0	16	3254	4	3274	4684	2	4686	9343
AUG	0	187	1149	10	1346	0	10	2812	0	2822	3787	10	3797	7965
SEP	0	248	1251	34	1533	0	19	3238	7	3264	4233	0	4233	9030
OCT	0	315	1728	0	2043	0	25	3530	2	3557	5084	8	5092	10692
NOV	0	371	2097	0	2468	0	16	4033	4	4053	5164	0	5164	11685
DEC	9	459	1968	9	2445	0	16	3206	7	3229	4252	0	4252	9926
TOTALS	20	3541	19572	122	23,255	0	166	41902	54	42,122	50552	74	50626	116,003

MONTH	OVERFLIGHTS										TOTAL OVERFLIGHTS
	IFR					VFR					
	AC	AT	GA	MI	IFR TOTAL	AC	AT	GA	MI	VFR TOTAL	
JAN	0	0	2	0	2	0	0	390	0	390	392
FEB	2	0	0	0	2	0	2	495	2	499	501
MAR	0	0	4	0	4	0	0	530	4	534	538
APR	0	0	0	0	0	0	0	658	0	658	658
MAY	0	0	0	0	0	0	0	456	0	456	456
JUN	0	0	0	0	0	4	0	436	0	440	440
JUL	3	0	3	0	6	0	0	490	0	490	496
AUG	0	0	0	0	0	0	0	461	0	461	461
SEP	2	0	0	0	2	0	0	511	0	511	513
OCT	2	0	0	0	2	0	0	573	0	573	575
NOV	0	0	0	0	0	0	0	584	0	584	584
DEC	0	0	0	0	0	0	0	455	2	457	457
TOTALS	9	0	9	0	18	4	2	6039	8	6053	6,071

AC = Air Carrier
AT = Air Taxi
GA = General Aviation
MI = Military



Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4556

### ADDENDUM No. 3

ISSUE DATE: 12/09/2020

## REQUEST FOR BIDS NO. 21-02MLW, ON- AIRPORT RENTAL CAR CONCESSION AND COUNTER SPACE LEASE PAGE FIELD AIRPORT

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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:

---

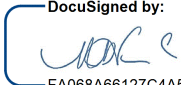
**Q 1:** We respectfully request the 2020 Operations-Overflights information also be shared with the prospective bidders, understanding that it may only be through October or November 2020.

**Answer: Please refer to the attachment that is included as part of this addendum.**

Submittals are due by 2:00 p.m. on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the bid being considered non-responsive.

#### Item 2. ATTACHMENT

1. 2020 Operations Overflight Data

DocuSigned by:  
  
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Melissa M. Wendel, CPPO  
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office  
Scott Sheets, Department Director  
Jonathan Buff, General Manager, Page Field  
Megan Wilson, Procurement Agent

**2020 AIRPORT OPERATIONS**

**PAGE FIELD**

MONTH	ITINERANT										LOCAL			TOTAL AIRPORT OPERATIONS
	IFR					VFR					CIVIL	MILITARY	TOTAL LOCAL	
	AC	AT	GA	MI	TOTAL IFR ITINERANT	AC	AT	GA	MI	TOTAL VFR ITINERANT				
JAN	0	368	2092	1	2461	0	18	4130	3	4151	5071	16	5087	11699
FEB	8	462	2086	2	2558	0	21	4243	10	4274	4845		4845	11677
MAR	0	322	2016	21	2359	0	18	4253	5	4276	6077	4	6081	12716
APR	0	185	992	8	1185	0	8	2129	0	2137	2309	6	2315	5637
MAY	0	352	1618	16	1986	0	30	3319	0	3349	4352	14	4366	9701
JUN	0	340	1843	36	2219	0	32	3418	5	3455	5704	2	5706	11380
JUL	0	189	1379	12	1580	0	24	3507	2	3533	5130	10	5140	10253
AUG	0	180	1344	11	1535	0	10	3192	0	3202	5542	0	5542	10279
SEP	0	248	1464	4	1716	0	49	3169	0	3218	5137	0	5137	10071
OCT	0	346	1944	20	2310	0	25	3832	0	3857	6222	2	6224	12391
NOV	0	352	1826	29	2207	0	43	3073	0	3116	4304	0	4304	9627
DEC					0					0			0	0
TOTALS	8	3344	18604	160	22,116	0	278	38265	25	38,568	54693	54	54747	115,431

MONTH	OVERFLIGHTS										TOTAL OVERFLIGHTS
	IFR					VFR					
	AC	AT	GA	MI	IFR TOTAL	AC	AT	GA	MI	VFR TOTAL	
JAN	0	0	0	0	0	0	0	537	2	539	539
FEB	0	0	0	0	0	0	0	584		584	584
MAR	0	0	0	0	0	0	0	542	0	542	542
APR	0	0	0	0	0	0	0	392	0	392	392
MAY	0	0	4	0	4	0	31	494	0	525	529
JUN	0	0	0	0	0	0	41	497	6	544	544
JUL	6	0	0	0	6	0	64	532	4	600	606
AUG	4	0	0	0	4	0	24	525	0	549	553
SEP	4	0	2	0	6	0	37	447	0	484	490
OCT	0	0	0	0	0	0	52	579	2	633	633
NOV	0	0	6	0	6	0	74	418	0	492	498
DEC					0					0	0
TOTALS	14	0	12	0	26	0	323	5547	14	5884	5,910

AC = Air Carrier
AT = Air Taxi
GA = General Aviation
MI = Military

**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. 1; dated 11/16/2020. Addendum No. 3; dated 12/9/2020.  
Addendum No. 2; dated 12/7/2020. Addendum No.     ; dated                     .

I hereby propose to provide 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 terms and conditions contained in the RFB 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.

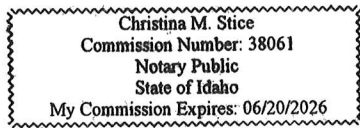
I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Authority or of any other company who 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.

GITIBIN & ASSOCIATES, INC.  
NAME OF BUSINESS  
Mike Morris  
AUTHORIZED SIGNATURE  
MIKE MORRIS, VP  
NAME, TITLE, TYPED  
33 068 4706  
FEDERAL IDENTIFICATION #

4320 CAMPUS DRIVE  
MAILING ADDRESS  
NEWPORT BEACH CA 92660  
CITY, STATE & ZIP CODE  
949 209 5062 / 949 209 2598  
TELEPHONE NUMBER / FAX NUMBER  
MIKEM@GORENTALS.COM  
EMAIL ADDRESS

STATE OF Idaho  
COUNTY OF Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of X physical presence or      online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA DL or is personally known to me, and who did/did not take an oath.



Christina M. Stice  
Notary Signature  
38061  
Serial/Commission No.



Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4556

**ADDENDUM No. 1**

**ISSUE DATE: 11/16/2020**

**REQUEST FOR BIDS NO. 21-02MLW, ON- AIRPORT RENTAL CAR CONCESSION  
AND COUNTER SPACE LEASE PAGE FIELD AIRPORT**

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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. CLARIFICATIONS**

---

**ITEM 1:** Cover sheet. An error was made regarding the day of the pre-bid. The Non- Mandatory Pre-Bid Meeting will be held next Monday, November 23, 2020 at 10:00am.

**ITEM 2:** Cover Sheet. An error was made regarding the day of the Deadline for Inquires and Clarifications Requests. The Deadline for Inquires and Clarifications is Monday, November 30, 2020 by 5pm.

**ITEM 3:** Section C.04, page 17, Business Terms, #2 Rentals and Fees, Letter B, Ready/Return Space Use Charge. The section should read as follows:

The concessionaire shall pay a monthly ready/return space use charge of \$20 per space for ten (10) spaces. Additional ready/return spaces may be available as required by concessionaire at an additional charge of \$20 per space per month.

Submittals are due by 2:00 p.m. on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the bid being considered non-responsive.

DocuSigned by:

*Melissa Wendel*

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Melissa M. Wendel, CPPO  
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office  
Scott Sheets, Department Director  
Megan Wilson, Procurement Agent



Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4556

**ADDENDUM No. 2**  
**ISSUE DATE: December 7, 2020**

**REQUEST FOR BIDS NO. 21-02MLW**  
**ON-AIRPORT RENTAL CAR CONCESSION AND COUNTER SPACE LEASE**  
**PAGE FIELD AIRPORT**

---

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:

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**Q1:** Please provide the deplaning passenger flight statistics by month and category (e.g. Air Carrier, AirTaxi, General Aviation, Military) for each of the last three (3) calendar years, as it is important for prospective bidders to have an accurate picture of the business mix at the airport.

**Answer:** Page Field airport is a general aviation airport. As such, this data is not collected and is therefore unavailable. Please see C.01, Item 1. Airport Characteristics which provides a summary of recent business operation activities.

**Q2:** What percentages of deplaning passengers utilize car rental operations at the airport?

**Answer:** This data is not collected and is therefore unavailable. Please see C.01, Item 1. Airport Characteristics, last sentence which provides the annual count of rental car transactions for 2018 and 2019 and a six month count for 2020.

**Q3.** Please provide the rental car revenues by month for Calendar Years 2018, 2019 and 2020, if possible, through the end of November 2020.



that such condition continues to exist during any Agreement year and the denominator of which is 12. For example, if the MAG for a particular Agreement year was \$120,000 and such condition continues to exist for 2 months (i.e. 2/12) during that Agreement year, then the amount of the abatement would be \$20,000 and the MAG for that Agreement year would be reduced to \$100,000 or 10/12th. Further, MAG Abatement Relief with year-end reconciliation will be based on the concession fee (e.g., 10%) payment total for all twelve months of the Agreement year as compared to the total Agreement year's reduced MAG. So for year-end reconciliation purposes (using a two-month MAG waiver period as an example), concession fee (e.g., 10%) payment totals for the full twelve-month period would be used to offset the 10/12ths' MAG amount over this same twelve-month (Agreement year) period.

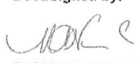
When MAGs are abated or where the Authority can reasonably determine in advance that an Abatement Condition is likely, the Concessionaire shall be relieved of its obligations to remit monthly MAG installment payments, if any, until the applicable MAG Reinstatement Condition is met."

**Answer: No change.**

## **Item 2. ATTACHMENTS**

- 1. 2017 Operations Overflight Data**
- 2. 2018 Operations Overflight Data**
- 3. 2019 Operations Overflight Data**

Submittals are due by 2:00 p.m., local time on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the being considered non-responsive.

DocuSigned by:  
  
FA068A66127C4A5

Melissa M. Wendel, CPPO  
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office  
Scott Sheets, Director, Page Field  
Jonathan Buff, General Manager, Page Field  
Megan Wilson, Procurement Agent



Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4556

**ADDENDUM No. 3**

**ISSUE DATE: 12/09/2020**

**REQUEST FOR BIDS NO. 21-02MLW, ON- AIRPORT RENTAL CAR CONCESSION  
AND COUNTER SPACE LEASE PAGE FIELD AIRPORT**

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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 RESPONCES:

---

**Q 1:** We respectfully request the 2020 Operations-Overflights information also be shared with the prospective bidders, understanding that it may only be through October or November 2020.

**Answer:** Please refer to the attachment that is included as part of this addendum.

Submittals are due by 2:00 p.m. on December 14, 2020. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the bid being considered non-responsive.

Item 2. ATTACHMENT

1. 2020 Operations Overflight Data

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Melissa M. Wendel, CPPO  
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office  
Scott Sheets, Department Director  
Jonathan Buff, General Manager, Page Field  
Megan Wilson, Procurement Agent

**FORM 2: OFFICIAL BID FORM**  
**RFB 21-02 MLW**

**BIDDER'S NAME:** GITBIN & ASSOCIATES, INC.

**BIDS ARE DUE ON:** MONDAY, DECEMBER 14, 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:

**ON-AIRPORT RENTAL CAR CONCESSION  
& COUNTER SPACE LEASE AT PAGE FIELD AIRPORT**

in full accordance with the solicitation and contract documents and, if awarded the contract, I agree to perform services as specified for the pricing awarded, which is based on the following bid schedule expressed numerically and in writing:

**MINIMUM ANNUAL GUARANTEE – CONTRACT YEAR 1**

\$ 70,000.00  
(Numerical)

\$ SEVENTY THOUSAND DOLLARS  
(Written)

**FORM 3: LOBBYING AFFIDAVIT**

MIKE MORRIS, 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.

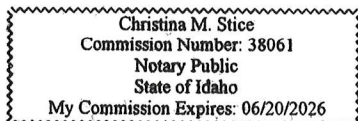
Bidder further affirms that bidder has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and Lee County Lobbying Ordinance No. 03-14.

AFFIANT: Mr Morris

Date: 11/30/2020

STATE OF Idaho  
COUNTY OF Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of X physical presence or \_\_\_ online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA DL or is personally known to me, and who did/did not take an oath.



Christina M. Stice  
Notary Signature

38061  
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:** GITIBIN & ASSOCIATES, INC.

STATE OF Idaho  
COUNTY OF Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of X physical presence or \_\_\_ online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA 02 or is personally known to me, and who did/did not take an oath.

Christina M. Stice  
Commission Number: 38061  
Notary Public  
State of Idaho  
My Commission Expires: 06/20/2026

Christina M. Stice  
Notary Signature  
38061  
Serial/Commission No.

**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.

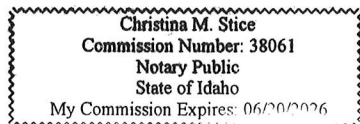
I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

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.

*Mike Morris*  
*Authorized Signature*

State of: Idaho  
County of: Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of X physical presence or     online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA DL or is personally known to me, and who did/did not take an oath.



*Christina M. Stice*  
Notary Signature

38061  
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.

MIKE MORRIS  
Printed Name  
VP  
Title  
Mike Morris  
Signature

STATE OF Idaho  
COUNTY OF Blaine

The foregoing instrument was signed and acknowledged before me, by physical means of  physical presence or \_\_\_ online notarization (check one) this 1 day of December, 2020, by Mike Morris who produced the following as identification CA DL or is personally known to me, and who did/did not take an oath.

Christina M. Stice  
Commission Number: 38061  
Notary Public  
State of Idaho  
My Commission Expires: 06/20/2026

Christina M. Stice  
Notary Signature  
38061  
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](mailto: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: \_\_\_\_\_

## CONTRACT SUMMARY

- Concessionaire: Gitibin & Associates, Inc.
- Premises: counter space (approx. 213 s.f.) and an adjacent storage room (approx. 105 s.f.) on the first floor of the “Base Ops” general aviation terminal building at Page Field
- Term: Initial term commences May 1, 2021, and will continue until April 30, 2023. The Authority will have two successive options (subject to rejection by the Concessionaire) to extend the term for a period of two years each (i.e. to April 30, 2025, and again to April 30, 2027).
- Rents and Fees: Monthly payments of the following:
- (1) Privilege fee equal to the greater of:
    - (a) 10% of “Chargeable Gross Revenue”; or
    - (b) 1/12 of the “Minimum Annual Guarantee” (MAG);
  - (2) Counter Space and Storage Room Rent of \$500.00;
  - (3) Building Service Fee of \$125.00;
  - (4) Ready Return Space Use Charge of \$200.00; and
  - (5) Handling Fee of \$25.00 per customer transaction handled by the Authority’s staff.
- MAG is:
- (a) \$70,000.00 from May 1, 2021, through April 30, 2022
  - (b) MAG then continues at the higher of:
    - (i) 80% of the actual privilege fee for the immediately preceding one-year period (May 1 through April 30); or
    - (ii) \$70,000.00
- Security: \$35,000.00
- Insurance Req’d: Business Auto and Umbrella Liability: \$3 million per accident  
Commercial General Liability: \$2 million  
Workers’ Compensation: as required by Florida law

**Note:** *These pages are intended as a general summary only, for ease of review, and are not a part of the contract. In the event of any conflict between these pages and the proposed contract, the contract (being more precise) will prevail.*

**ON-AIRPORT RENTAL CAR CONCESSION AGREEMENT  
AND COUNTER SPACE LEASE  
FOR PAGE FIELD**

THIS CONCESSION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida (herein referred to as the "Authority"), with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 and **GITIBIN & ASSOCIATES, INC.**, a California corporation (herein referred to as the "Concessionaire"), with offices at 4320 Campus Drive, Newport Beach, CA 92660.

Background

Page Field (the "Airport"), in Lee County, Florida 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 90-02, as amended, Lee County has vested the Port Authority with the power to operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges. Accordingly, in entering this agreement, the Authority is acting as agent for Lee County, and Lee County (as owner of the Airport and the leased premises) will, upon execution of this agreement by the Authority, become duly bound by the terms hereof.

The Authority has determined automobile rental services at the Airport are desirable for proper accommodation of persons

arriving and departing from the Airport. The Concessionaire is in the automobile rental service business and is willing to provide those services.

NOW THEREFORE, in consideration of the mutual promises herein, the Authority and Concessionaire agree as follows:

**ARTICLE 1**  
**DESCRIPTION OF LEASED PREMISES**

Subject to the terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Concessionaire the following described real property (hereinafter the "premises" or the "leased premises"):

The counter space on the first floor of the Airport's general aviation terminal building (also known as "Base Operations at Page Field"), shown on Exhibit A hereto (comprising approximately 213 square feet) plus an adjacent storage room (comprising approximately 105 square feet.)

**ARTICLE 2**  
**TERM**

**Section 2.1 Initial term.** The initial term of this agreement will commence on May 1, 2021, and will continue until April 30, 2023, at 11:59 p.m., unless extended at the sole discretion of the Authority as described below.

**Section 2.2 Authority's option to extend the term; Concessionaire's option to reject extension.** Upon the expiration of the initial term of this agreement, the Authority shall have the option to extend the term for an additional period of two (2) years immediately following the initial term, i.e, to April 30, 2025, by giving the Concessionaire written notice, in the manner set forth below, no earlier than eighteen (18) months and no

later than two (2) months prior to the expiration of the initial term, or any extension term, of the Authority's intent to exercise this option. The Authority's exercise of this option shall be effective unless Concessionaire objects by giving the Authority written notice within thirty (30) days after the date of the Authority's notice. Any term extensions shall be under the same terms and conditions as the initial term.

**Section 2.3 Authority's second option to extend the term; Concessionaire's option to reject extension.** If the term is extended pursuant to Section 2.2 above, then the Authority shall have an option to extend the term for an additional period of two (2) years, i.e., to April 30, 2027, by giving the Concessionaire written notice, in the manner set forth below, no earlier than October 31, 2023, and no later than February 28, 2025, of the Authority's intent to exercise this option. The Authority's exercise of this option shall be effective unless Concessionaire objects by giving the Authority written notice within thirty (30) days after the date of the Authority's notice.

**ARTICLE 3**  
**CONCESSION PRIVILEGES GRANTED**

During the term of this agreement, Concessionaire shall have the nonexclusive right to operate a rental car concession at the Airport, and to operate its courtesy vehicles on the public roadways of the Airport, subject to the provisions of Article 6 herein. Concessionaire hereby authorizes the Authority staff to act as Concessionaire's agent, during the term of this agreement, for the limited purpose of soliciting preliminary information

necessary to prepare, and actually preparing and executing, car rental contracts, and delivering possession of rental vehicles to Concessionaire's customers, when customer service is required outside of Concessionaire's operating hours.

In the event that any contract granted by the Authority to any other automobile rental operator at the Airport shall contain any terms and conditions more favorable to such operator than the terms and conditions herein stated (other than the number of allocated parking spaces and the location of the leased space, or lack thereof) then, at the option of Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that are in the contract of such other automobile rental operator. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators operating on the Airport and to ensure that no such other concessionaire shall enjoy any rights or privileges more favorable to such concessionaire than those enjoyed by the Concessionaire herein.

**ARTICLE 4**  
**USE OF LEASED PREMISES**

Concessionaire shall have the right to use the leased premises solely for serving customers of its rental car business. Concessionaire 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. Prohibited uses of the assigned space and

leased premises include, but are not limited to, auto sales or consignment, vehicle repair, storage of vehicles not directly used in the Concessionaire's auto rental business, and any business enterprises (such as travel agency) that are not customarily part of the auto rental business.

Concessionaire agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Concessionaire shall make no unlawful, improper, or offensive use of the premises.

**ARTICLE 5**  
**RENTS AND FEES TO BE PAID BY CONCESSIONAIRE**

**Section 5.1 Payments to Authority.** Beginning on May 1, 2021, and continuing for and during the term of this agreement, Concessionaire will pay to the Authority, monthly, together with any applicable sales tax, the sum of charges (1) through (5), as follows:

- (1) a **Privilege Fee**, for the privilege of using the Airport and for the business benefits Concessionaire derives from the Airport, equal to the greater of:
  - (a) ten percent (10%) of Concessionaire's "Chargeable Gross Revenue" as that term is defined below; or
  - (b) one twelfth (1/12) of the "Minimum Annual Guarantee," as defined below, until Privilege Fees equal to (or greater than) the Minimum Annual Guarantee have been paid for that contract year (May 1 through the following April 30).
- (2) **Counter Space and Storage Room Rent** in the amount of \$500.00 per month.

- (3) a **Building Service Fee** in the amount of \$125.00 per month to compensate Authority for utilities, building maintenance, cleaning and provision of other services in the common areas of the building.
- (4) a **Ready Return Space Use Charge** of \$20.00 per space for ten (10) spaces, or \$200.00 per month. Additional ready return spaces may be made available upon request of concessionaire at the same rate of \$20.00 per space per month.
- (5) a **Handling Fee** of \$25.00 per rental transaction handled by the Authority pursuant to Article 3 above.

The Counter Space and Storage Room Rent, Building Service Fee, and the Ready Return Space Use Charge must be paid monthly in advance, without demand, setoff, or deduction, on or before the first day of each calendar month, to Lee County Port Authority, Finance Department, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, or such other place as the Authority may direct in writing.

The term "Minimum Annual Guarantee" (or "MAG") means:

- (a) for the period of May 1, 2021, through April 30, 2022, \$70,000.00.
- (b) for each subsequent one-year period beginning on May 1 during the term of this agreement, the higher of:
  - (i) Eighty percent (80%) of the actual Privilege Fee paid or payable by Concessionaire to Authority the immediately preceding contract year; or
- (c) \$70,000.00.

For each contract year, after the Privilege Fees paid have equaled or exceeded the MAG for that contract year, the monthly Privilege Fee due for the remainder of the contract year will be



the ten percent (10%) of Concessionaire's "Chargeable Gross Revenue" set forth above in item (1)(a) of this Section 5.1.

After the end of each contract year, there will be an annual reconciliation of all Privilege Fees paid by Concessionaire during that contract year, and any Privilege Fees paid in excess of the greater of ten percent (10%) of Concessionaire's "Chargeable Gross Revenue" or the MAG will be credited toward the Privilege Fees payable during the next contract year.

If the Authority leases space on the Airport to one or more additional rental car concessionaires (other than Concessionaire) during the term of this agreement, then the MAG will be reduced in proportion to the number of such additional rental car concessionaires (for example, if one additional concessionaire, the MAG will be reduced to one-half of the MAG defined above; if two additional concessionaires, the MAG will be reduced to one-third of the MAG defined above).

If the number of flight operations at the Airport during any calendar month is less than eighty percent (80%) of the number of flight operations during the corresponding calendar month in calendar year 2020, the minimum monthly payment will be abated for that month, and the MAG for the affected contract year will be prorated downward according to the number of months for which the minimum monthly payment was abated during that contract year.

**Section 5.2 Privilege fee payment.** The Privilege Fee is payable monthly at the Authority's address, without demand, setoff, or deduction, to:

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

or such other place as the Authority may direct in writing, as follows:

Twenty (20) days following the end of each calendar month of the term hereof, Concessionaire shall submit to the Authority's Finance Department, in the format shown on Exhibit "B" hereto (as may be amended from time-to-time by the Authority), and completed in detail satisfactory to the Authority, a "Monthly Statement of Gross Revenue," signed by a responsible accounting officer of Concessionaire, and accompanied by a check for the amount due the Authority for the covered month. Exhibit "B" shall be subject to, and be construed in accordance with, the definitions set forth in Section 5.4 below; in the event of any conflict between Exhibit "B" and Section 5.4, Section 5.4 will prevail. The Authority may, at its option, require Concessionaire to submit this form electronically. In addition, each month Concessionaire shall provide Authority with a computer file that details monthly revenue information by individual rental contract number (a uniquely numbered invoice shall be issued with each sale or transaction), for all cars rented at the Airport, having columns for, and showing, the following information for each transaction:

- (1) rental contract agreement number;
- (2) all contract-specific information for each rental contract, listed in a separate column, including but not necessarily limited to contract number, customer

name and driver names, addresses, phone numbers, car class, and car year, make, and model;

- (3) amounts charged or deducted for each item on each rental agreement, including but not necessarily limited to the time and mileage charges, sales tax, CDW, LDW, baby seats, navigation systems, and coupons;
- (4) amounts applied to each such item at the time the agreement is made;
- (5) amounts applied to each such item at the time the agreement is settled (car returned and payment made); and
- (6) in situations where Concessionaire has allocated amounts to categories in items (4) and (5) above based on agreements or information not a part of the individual rental agreement (for example, bundled package deals), include an explanation of the criteria used for such allocation.

Said computer file shall be in Microsoft Excel format (or in a format that can readily be converted to Microsoft Excel format), and submitted to the Authority on a Compact Disc (CD), unless the parties agree on another format or mode of submission. The total amounts of the revenue detailed in said monthly computer files must agree with the total monthly amounts reported on Exhibit B.

***Section 5.3 Definitions related to calculation of percentage privilege fee.***

"**Gross Revenue**" includes all amounts Concessionaire charges its customers (whether received or receivable, whether cash or credit, whether made by time or mileage or some other method, regardless of where or by whom the payment is made and regardless of where the vehicle is exchanged or returned, and without deduction of any "Incremental Discounts"), including, but not

limited to:

- (1) Rental of motor vehicles at the Airport, including but not limited to:
  - (a) charges for additional drivers, or for drivers being over or under any particular age; and
  - (b) fees for upgrades, late fees, facility charges, fuel, fueling, refueling, and any other type of charges, surcharges, taxes, or fees now or hereafter made or assessed to Concessionaire's customers; and
  - (c) any amount that Concessionaire charges customers to pass through or recover the privilege fees, rent, or any other amounts paid or payable to the Authority (whether characterized as a "concession recovery fee," "airport concession fee," or otherwise); plus
- (2) Any item or service sold, rented, or provided, including, but not limited to:
  - (a) accessories and equipment (including, but not limited to, wireless telephones, child seats, bike racks, luggage racks, maps, navigation systems, and other items of personal property);
  - (b) collision damage waiver (CDW) and loss damage waiver (LDW); and
  - (c) personal accident insurance, personal effects insurance, supplemental liability insurance (SLI), and any other insurance now or hereafter offered; plus
  - (d) "Excludable Amounts" (as defined below).

**"Chargeable Gross Revenue"** means "Gross Revenue" less "Excludable Amounts."

**"Excludable Amounts"** means:

- (1) the six percent (6%) Florida State sales tax (or such other sales tax percentage that may, in the future, be imposed in Lee County, Florida) provided such amount is separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the State of Florida;

- (2) the \$2.00 per day (up to 30 days per rental) rental car surcharge imposed by the State of Florida pursuant to section 212.0606, Florida Statutes(2009), as such amount may be increased or decreased by the State of Florida by said statute being amended or superseded, provided such amount is separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the State of Florida;
- (3) the amount of any taxes or fees similarly imposed, on the customers of the Concessionaire, by the government of the United States, the State of Florida, Lee County, or any other governmental entity, provided such taxes or fees are required to be separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the government that imposed the tax;
- (4) the amounts received for actual tolls, tickets, and fines, which are remitted by the Concessionaire to bona fide governmental entities with tolling authority (but not any associated service fees or charges);
- (5) drop charges (as defined below);
- (6) a "rental car facility charge," if, and only if, in the future, one is imposed by the Lee County Port Authority or Lee County pursuant to ordinance or resolution, or is agreed upon between Concessionaire and the Authority in writing, provided such amount is separately stated on the customer's agreement, collected from the customer by the Concessionaire, and remitted by Concessionaire to the Authority;
- (7) payments received by Concessionaire for damage to, or loss, conversion, theft, or abandonment of, motor vehicles or any other property of Concessionaire; and
- (8) the portion of collision damage waiver (CDW) and loss damage waiver (LDW) charges that both:
  - (a) are based on the actual choice of the option by the customer and are separately stated and charged on the original written rental contract signed at the time of the rental; and
  - (b) do not, in the aggregate, exceed fifteen percent (15%) of the time and mileage charges for the reporting period.

**There shall be no other deductions or exclusions from "Gross Revenue" except as specifically listed as an "Excludable Amount"**

**above.** For example, neither Gross Revenue nor Chargeable Gross Revenue shall be reduced by reason of any amount paid out or rebated by the Concessionaire to travel agents or others, or for bad debt losses, bank charges, uncollectible credit or charge accounts, tire surcharges, battery surcharges, vehicle license recovery charges, etc.

Each transaction made on installment of credit shall be treated as a transaction for the full price in the month during which such charge or transaction is made, regardless of when or whether the Concessionaire receives any full or partial payment therefore. In no event shall the Concessionaire's Gross Revenue or Chargeable Gross Revenue be negative in any revenue category or in any period. Concessionaire shall not allocate revenues to any other location, regardless of which city or location owns the vehicle, or where the vehicle is ultimately returned.

**"Drop charge"** means an amount charged to a customer specifically for the right to return the rented vehicle to a location other than where it is initially picked up by the customer.

**"Incremental discount"** means any reduction, discount, or rebate, which is not explicitly shown and made on the customer's rental contract, including but not limited to volume discounts and corporate discounts; except that "Incremental Discounts" do not include refunds made due to math error or defective service. Discounts or coupons for items that are Excludable Amounts shall not be applied against, or re-allocated to, items that are not

Excludable Amounts.

**Section 5.4 Treatment of rent and privilege fees.** The rents and fees set forth above are rents and airport user fees that Concessionaire has agreed to pay to the Authority for the privileges granted herein, and are not imposed by Authority on Concessionaire's customers. Accordingly, Concessionaire will not separately assess, collect, or charge its customers, or state or list on its rental contracts, any amount which purports to be a fee, surcharge, tax, or any other charge, imposed on the rental customer by the airport, the authority, or Lee County. Concessionaire may elect to separately collect and charge a fee to recoup the amounts due the Authority, so long as the description of the fee is not shown on the statement of charges as an "airport tax," "airport fee," "airport surcharge," or the like, and does not otherwise purport to be imposed on the rental customer by the airport, the Authority, or Lee County.

**Section 5.5 Accounting records.** Concessionaire shall maintain in a complete and accurate manner, on an accrual basis and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records, and data pertaining to its operations in Lee County, Florida, as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of the Concessionaire's Gross Revenues in accordance with GAAP and Generally Accepted Auditing Standards (GAAS). Such books and

records shall include, at a minimum, all individual rental agreements, a breakdown of the various components of Concessionaire's Gross Revenue and the permitted exclusions therefrom, daily business reports, sales journals, and all other books and records customarily used in Concessionaire's type of business. Said materials shall be in sufficient detail to substantiate all information Concessionaire provides the Authority.

Concessionaire shall use rental contract forms for its operations at the Airport that are uniquely numbered, with preprinted numbers, or such other suitable method of keeping records and controls that will ensure the completeness of the gross revenue and other figures reported to the Authority. Concessionaire shall keep and maintain all of the above records, and make them available to the Authority at a location in Lee County, Florida, for at least three years after the end of the term of this agreement.

***Section 5.6 Audits by CPA hired by Concessionaire.***

Concessionaire shall annually provide to the Authority, at Concessionaire's sole cost and expense, a "Statement of Revenues" for the preceding twelve-month period ending April 30<sup>th</sup> (unless another date is agreed to by the Authority) during the period this concession is in force.

The statements shall be audited by an independent certified public accountant ("CPA") duly licensed in the state where the audit is performed, in accordance with generally accepted



auditing standards and the terms of this concession agreement, or shall be a certified statement from the Concessionaire's chief financial officer ("CFO").

Each said statement shall be provided to the Authority within ninety (90) days after each such April 30<sup>th</sup>, and shall include the following:

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

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

**Section 5.7 Audits by Authority.** The Authority shall have the right, at all reasonable times and upon reasonable notice, to have Concessionaire produce any or all of the above

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

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

**Section 5.8 Additional charges.** The Authority shall have the right to pass through to Concessionaire, and the Concessionaire shall pay to Authority, any and all reasonable additional charges which may be imposed from time to time upon the Authority or Lee County in relation to the leased premises

(or, if imposed on an area of the airport larger than the leased premises, a reasonably proportional amount) by any federal, state or local government with jurisdiction over the Airport, which are not known Airport expenses at the time of entering this agreement. Authority will provide at least thirty (30) days written notice to Concessionaire if the event of the imposition of an "additional charges".

**Section 5.9 Interest.** Any sums payable by Concessionaire to Authority that are not paid 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 6**  
**STANDARDS OF OPERATION**

**Section 6.1 General.** Concessionaire will continuously operate the business per these operational standards stated below. Failure to comply with these operational standards will be considered a material breach and will entitle the Authority to terminate this agreement pursuant to Article 18 below.

Concessionaire agrees to:

- (1) Refrain from any use of the Airport which would interfere with or adversely affect the operation of the Airport, or otherwise constitute an Airport hazard.
- (2) Make no unlawful, improper, or offensive use of the premises.
- (3) Have facilities staffed and open for business three hundred and sixty-five (365) days per year with at least one employee at or nearby the customer service transaction counter (within the terminal building or return ready lot) at all times. Concessionaire is to have the customer service counter continually staffed

during operating hours; if the rental agent needs to step away from the customer service counter they will leave the counter unattended no longer than 10 minutes at a time. A rental car agent shall be available at the customer service transaction counter at the scheduled arrival time for all reservations. Operating hours must be no less than 8:00 A.M. to 8:00 P.M. from October 1 through April 30, and 9:00 A.M. to 5:00 P.M. from May 1 through September 30. These hours of operation are the minimum acceptable; Concessionaire is encouraged to extend the operating hours on a temporary or permanent basis in response to customer needs. Operating hours may be adjusted upon prior written approval by the Authority should business conditions merit such changes.

- (4) Maintain sufficient staff levels to support the Authority's goal of providing exceptional customer service at all times. The Authority reserves the right to request a minimum of two rental car agents to be working at the service counter during operating hours if it determines the traffic supports an increase in staffing levels. Special events and holidays may result in an increase in the number of transactions, and the Concessionaire is expected to augment staffing levels as needed to support the demands of the business.
- (5) Provide vehicles that are washed, vacuumed, and fully fueled before delivery to the Airport. Vehicles shall be maintained at the Concessionaire's sole expense, in good operative condition, free from known mechanical defects, and in clean, neat, and attractive condition. In addition, all vehicles must be sanitized in accordance with CDC standards and industry best practices prior to delivery to a customer.
- (6) Offer the same range of vehicle selection categories and competitive market pricing as are offered to customers at the Southwest Florida International Airport; Concessionaire shall not charge higher rates to repeat customers than are being charged to new customers for a rental of a vehicle during the same time period and of a comparable classification.
- (7) Concessionaire may conduct transactions with non-airport customers at this facility under the same terms

and fees as airport rentals. Airport customers shall always have first priority in terms of customer service and vehicle selection. Concessionaire shall clearly identify with signage an area of the service counter designated for airport customers only, to ensure they are not waiting while the Concessionaire conducts business with non-airport customers.

- (8) Permit the Authority's employees to deliver all rental vehicles to airport customers airside.
- (9) Provide customers having advance vehicle reservations with the type of vehicle reserved, and make every effort to provide the exact vehicle or upgrade requested by each customer. The Authority reserves the right to obtain rental vehicles from other vendors if Concessionaire is unable to fulfill customers' rental car needs. Repeated failure of Concessionaire to meet customer rental car needs may result in termination of this agreement by the Authority.
- (10) Concessionaire shall coordinate with and inform the Authority in writing of each reservation made for incoming flights including customer name, arrival date, and time of arrival, as well as the aircraft registration number if known.
- (11) Concessionaire will keep four (4) ready to lease vehicles available for the Authority to rent on Concessionaire's behalf outside of Concessionaire's operating hours for any walk-up customers.

**Section 6.2 Premises.** Concessionaire's premises must be maintained in a first class manner with regard to safety and cleanliness and Concessionaire will, at its sole expense, keep the premises clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents and vermin. Concessionaire will not store any hazardous materials in the leased premises.

**Section 6.3 Prohibitions.** Concessionaire is prohibited

from:

- (1) Having personnel on the Airport who are not neat, clean and courteous;
- (2) Allowing its agents or employees to solicit tips, or to conduct business in a loud, noisy, boisterous, offensive or objectionable manner;
- (3) Allowing its agents or employees to engage in open or public disputes or conflicts;
- (4) Conducting any business activity on the leased premises or the Airport other than as expressly provided herein or as otherwise allowed by the Authority in writing;
- (5) Charging customers any rental or service fees for cancelled reservations or for vehicles reserved but not picked up by the customer;
- (6) Delivering vehicles directly to the customers on the airport ramp or engaging in any way with the customers while they are airside without prior written approval from the Authority.

**Section 6.4 Courtesy Vehicle.** Concessionaire will provide four (4) mini-vans, SUVs or full-size 4-door sedans, less than two years old, for use of the Authority and itinerant pilots and passengers using the Airport. These vehicles shall be available for use without charge for up to two (2) hours.

**ARTICLE 7**

**DOT NONDISCRIMINATION CLAUSE**

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award

or performance of any concession agreement covered by 49 CFR part 23, subpart F.

**ARTICLE 8**  
**NONEXCLUSIVITY**

Nothing herein contained shall be deemed to grant Concessionaire any exclusive right or privilege in the conduct of any activity on the Airport. Authority expressly reserves the right to grant the same or similar privileges to other parties. However, the Authority will not enter into contracts allowing other rental car concessionaires to lease counter space in the terminal building during the term of this agreement unless such concessionaires agree to pay a percentage Privilege Fee at least as high as the percentage specified in Item (1)(a) of Section 5.1 above, and counter space rent at least as high as Concessionaire's rent, per square foot (calculated using the rent specified in Section 5.1 above and the area specified in Article 1 above).

**ARTICLE 9**  
**LICENSES AND TAXES**

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

connection therewith.

**ARTICLE 10**  
**CONSTRUCTION OF IMPROVEMENTS**

**Section 10.1 Condition of premises.** The leased premises will include finished counter space. Concessionaire will be responsible for adding signage, equipment, furniture, or any other improvements it desires, subject to the requirements below.

**Section 10.2 Cost of improvements.** Concessionaire is not required to make any new improvements to the premises. However, if Concessionaire desires improvements, Concessionaire will bear the sole cost and expense of all improvements, including, without limitation, design, permitting, materials, construction, insurance, and maintenance. All work by Concessionaire, whether interior or exterior, ordinary, extraordinary, or structural, must be performed in a good and workmanlike manner, in full compliance with plans and specifications approved by the Authority, Lee County Port Authority's "Leasehold Development Standards and Procedures" adopted by the Authority on March 12, 2001, as may be amended or placed from time to time ("Leasehold Development Standards and Procedures") except as may be expressly waived in writing by the Authority, and all other applicable governmental rules or regulations.

**Section 10.3 Design approvals; construction bonds; insurance.** Prior to commencing any construction work (including but not limited to installation of signage, improvements, alterations, and repairs), Concessionaire shall:



- (1) Submit 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 and Procedures";
- (2) Obtain and pay for all permits and approvals required, and pay any applicable impact fees or other development fees;
- (3) Provide the Authority with proof of insurance of the types and in the amounts required herein.
- (4) Execute, deliver to the Authority, and record 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
- (5) Obtain from Authority written approval of the design plans and specifications, and a written Notice to Proceed. The Authority reserves the right to require Concessionaire to resubmit designs and plans until acceptable to the Authority.

***Section 10.4 Maintenance and repairs of the premises.***

Concessionaire must keep the premises and any improvements thereon in a clean and orderly condition and good state of repair at all times. Concessionaire 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. Authority will maintain the structure of the leased premises, and the electrical and HVAC systems serving the leased premises. The Concessionaire is responsible for any damages to the premises caused by its employees, vendors, or agents.

**Section 10.5 Ownership of improvements.** Any and all improvements made by Concessionaire which have assumed the nature of realty will become the property of the Authority on termination or expiration of this agreement (and any extensions thereof), without compensation to Concessionaire, free of all liens and claims.

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

**Section 10.6 Advertising and signs.** Concessionaire's use of existing signs or installation or operation of new signs on the Airport 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.

**ARTICLE 11**  
**UTILITIES**

Concessionaire must install, at its own expense, any required utilities not already in place. The charges for electricity and air conditioning are included in the monthly rental charge. Concessionaire will pay for all telephone charges, interest service, and any other utilities. Authority

will not be liable to Concessionaire for any interruption of utility service that is beyond Authority's control or that is requested by Authority in order to make repairs or alterations to the premises or any part of the building in which the premises is located.

**ARTICLE 12**  
**ASSIGNMENT AND SUBLEASING**

Concessionaire will not assign this agreement, in whole or in part, or sublet all or any part of the premises, and any such attempted assignment or sublease shall be voidable by the Authority, unless Concessionaire first obtains written consent of the Authority's Board of Port Commissioners, which will not be unreasonably withheld. Concessionaire will provide Authority with a copy of any proposed assignment or sublease. 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. Notwithstanding anything to the contrary stated above, Concessionaire may assign this agreement in full (but not in part) to an affiliate of Concessionaire's parent company.

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

**ARTICLE 13**  
**SECURITY DEPOSIT/PERFORMANCE GUARANTY**

Concessionaire will, promptly upon execution of this

agreement and prior to the commencement of the term of this agreement, deliver to the Authority the initial amount of Thirty-five thousand dollars (\$35,000.00) to be paid by certified check or cashier's check, as a security deposit for faithful performance by Concessionaire of Concessionaire's obligations under this agreement. The required security deposit may be adjusted upward or downward by the Authority, with thirty (30) days written notice to the Concessionaire, based on the Authority's assessment of loss exposure and the Concessionaire's actual performance of its obligations under this agreement, provided that the amount will not be increased more often than annually, and the amount will be reasonable under the circumstances.

If Concessionaire defaults on any duty under this agreement, Authority may apply the security deposit to the damages sustained. If Concessionaire faithfully performs the obligations of this agreement and timely vacates the premises and removes its equipment upon expiration or termination of this Agreement, Authority will repay the security deposit, without interest, within 45 days after such expiration or termination and timely vacation and removal from the Airport.

In lieu of a cash security deposit, Concessionaire may deliver to the Authority an irrevocable letter of credit, issued and drawn on an American bank or trust company in form and content acceptable to the Authority, with partial drawings permitted, in the sum stated above. Said letter of credit shall

automatically renew each year until the termination or expiration of this agreement and Concessionaire's vacation of the premises. If such letter of credit is not renewed, Concessionaire shall deliver a replacement letter of credit to the Authority at least 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 existing letter of credit for payment. The Authority, at its discretion, may accept a performance guarantee in the form of a surety bond in lieu of a security deposit or letter of credit.

**ARTICLE 14**  
**RIGHT OF ENTRY**

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

- (1) View and inspect the premises, make repairs, or show the premises to prospective tenants, during Concessionaire's regular business hours with at least 24 hours advance notice;
- (2) View and inspect the premises or make repairs at any time in case of emergency; and
- (3) Perform any and all things which Concessionaire is obligated to and has failed to do after fifteen (15) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Concessionaire already is making a reasonable effort to effectuate corrective measures. The reasonable cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Concessionaire to Authority.

**ARTICLE 15**  
**COMPLIANCE WITH LAWS**

Concessionaire (including its officers, agents, servants,

employees, contractors, sub operators, and any other person over which Concessionaire has the right to control) shall comply at all times with all present and future laws, including the Airport Rules and Regulations Ordinance (Lee County Ordinance 94-09, as amended, and 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 and the Federal Aviation Administration ("FAA"), which may be applicable to its operations at the Airport.

**ARTICLE 16**  
**RELEASE, INDEMNITY, AND HOLD HARMLESS**

Neither the Authority nor Lee County will be liable to the Concessionaire for, and Concessionaire 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 (other than damages for Authority's breach of this agreement), to any person or property in connection with Concessionaire's use of the leased premises or the Airport, unless caused solely by negligent acts of the Authority or Lee County, or their agents or servants acting within the scope of their employment.

**ARTICLE 17**  
**INSURANCE**

***Section 17.1 Coverage requirements.*** Concessionaire shall provide evidence of the minimum insurance coverage as follows,

with commercially reasonable deductible limits:

(1) Business Automobile Liability with Bodily Injury and Property Damage limits of not less than \$3,000,000 each accident. Such coverage shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The Authority shall be named an additional insured. The Concessionaire's insurance will be primary and include a waiver of subrogation in favor of the Authority.

(2) Commercial General Liability which shall include liability arising from independent contractors and contractual liability, written on an ISO occurrence form, with limits of not less than \$2,000,000. The Authority shall be named as an additional insured. The Concessionaire's insurance will be primary and include a waiver of subrogation in favor of the Authority.

(3) Workers' Compensation with limits per statutory requirements. A waiver of subrogation in favor of the Authority is required for this coverage.

(4) Property coverage (or self-insurance) in an amount sufficient to protect itself and the Authority from a loss as a result of damage to Concessionaire's property.

**Section 17.2 Evidence of insurance.** Certificates evidencing the insurances specified above shall be sent to the Authority, at the address set forth on page 1 above (to the attention of "Risk Management"), or sent via email to riskmanagement@flylcpa.com, within fifteen (15) days of the date of this agreement. The Concessionaire's insurance is to be written by an insurer who has an AM Best rating of A- VII or higher. (The Authority reserves the right to request, and have Concessionaire provide, certified copies of all such policies in the event the Authority determines they may be relevant to making

or defending a specific claim or action for or against the Authority or Lee County.) Subsequent renewal certificates shall be delivered to the Authority prior to a policy's expiration date except for any policy expiring on or after the expiration date of this agreement.

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

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

**ARTICLE 18**  
**DEFAULT BY CONCESSIONAIRE**

**Section 18.1 Default.** Concessionaire will be deemed in default of this agreement if:



- (1) Concessionaire fails to pay rent or make any other payment required hereunder within 10 days after payment is due;
- (2) Concessionaire neglects or fails to perform and observe any promise, covenant or condition set forth in this agreement after receipt of written notice of breach from the Authority;
- (3) Concessionaire becomes, without prior written notice to Authority, a successor or merged corporation in a merger, or a constituent corporation in a consolidation;
- (4) Concessionaire becomes a corporation in dissolution for a period exceeding 6 months;
- (5) Concessionaire's service to customers deteriorates, in the sole opinion of the Authority, for a period of time and to an extent which materially and adversely affects the quality of Concessionaire's operation; or
- (6) Concessionaire abandons, deserts, vacates or discontinues its operation of the business herein authorized, for a period exceeding thirty (30) days, without prior written consent of Authority.

**Section 18.2 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 18.3 Authority's remedies.** In addition to all other remedies provided herein or at law, Authority will have the cumulative rights to terminate this agreement, and, if Concessionaire is in possession of the premises, to accelerate the maturity of all rent due and to become due during the remainder of the term, by giving at least thirty (30) days written notice to Concessionaire, if Concessionaire is in default of this agreement as set forth in Section 18.1 above, and such

default is not cured to the Authority's satisfaction:

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

**ARTICLE 19**  
**CASUALTY**

If Concessionaire's business at the Airport is entirely stopped due to casualty to the terminal building, Concessionaire's obligation to pay Privilege Fees, rents, and other charges under Section 5.1 above, will abate from the date of said cessation of business until Concessionaire reopens for business, but in any event not to exceed a period of one year.

**ARTICLE 20**  
**COMPLIANCE WITH ENVIRONMENTAL LAWS**

As a material inducement to Authority to lease the premises to Concessionaire, Concessionaire covenants and warrants that Concessionaire's use of the Airport and the 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 21**  
**WASTE; SURRENDER OF POSSESSION**

Concessionaire will not commit or permit waste of the 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 22**  
**E-VERIFY**

Concessionaire 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 Concessionaire further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

Concessionaire agrees to use the E-Verify Program to confirm the employment eligibility of:

- (1) All persons employed by Concessionaire during the terms of this Agreement
- (2) All persons, including contractors or subcontractors, assigned by the Concessionaire to perform work or provide services or supplies under this Agreement.

Concessionaire 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.

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

**ARTICLE 23**  
**GENERAL PROVISIONS**

**Section 23.1 Notices.** Notice to Authority will be sufficient if sent by registered mail, postage prepaid, to:

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

**Section 23.2 Captions.** The captions 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 23.3 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 23.4 Time.** Time is of the essence in the performance of this agreement.

**Section 23.5 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. 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 23.6 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 23.7 Nonwaiver of rights.** No waiver or 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 23.8 Administration of agreement.** Whenever in this agreement, Concessionaire is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, Concessionaire shall deal with Authority's authorized representative; and unless and until Authority gives Concessionaire written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director.

**Section 23.9 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 Concessionaire's interference or hindrance and regardless of Concessionaire's views and desires.

**Section 23.10 Concessionaire's use and construction to conform with Federal Aviation Regulations.** Concessionaire agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Concessionaire 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 premises.

**Section 23.11 Concessionaire's noninterference with Aircraft.** Concessionaire and its successors, assigns and sub-Concessionaires will not use the 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 premises and abate or eliminate the interference at the expense of Concessionaire.

**Section 23.12 Nonliability of agents or employees.** No officer, agent, or employee of Authority shall be charged personally or held liable under the provisions of this agreement or because of any breach thereof or because of its or their execution or attempted execution.

**Section 23.13 Waiver of certain claims.** Concessionaire hereby waives any claim against the Authority and its officials, officers, agents or employees, for loss of anticipated profits

caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.

**Section 23.14 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 Concessionaire's use or occupation of the premises.

**Section 23.15 Interpretation.** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the Authority or Concessionaire.

**ARTICLE 24**  
**FAA CLAUSES**

**Section 24.1 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 agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, 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 reasonably required.



**Section 24.2 Civil Rights and Title VI.** The

Concessionaire, 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 Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire 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 24.3 Compliance with Nondiscrimination**

**Requirements.** During the performance of this contract, Concessionaire, 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 24.4 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.***

- A. Concessionaire, 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 Concessionaire 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, the Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

**Section 24.5 Construction/Use/Access to Real Property**

**Acquired Under the Activity, Facility or Program.**

- A. Concessionaire, 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 Concessionaire 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, the Authority will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

**Section 24.6 Title VI List of Pertinent**

**Nondiscrimination Acts and Authorities.** During the performance of this contract, the Concessionaire, 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).

In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the 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 24.7 Airport protection.** It shall be a condition of this agreement, 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 Concessionaire agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Concessionaire 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 24.8 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 Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

**ARTICLE 25**  
**ENTIRE AGREEMENT**

This contract sets out the entire agreement between the parties for the described premises. 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 have subscribed their names on the date first above written.

**GITIBIN & ASSOCIATES, INC.**  
(Concessionaire)

By: [Signature]

As Its: C.E.O

Date: 1/20/2021

WITNESSED BY:

Witness: [Signature]

Print Name: Marcio Souza

Date: 1/20/2021

Witness: [Signature]

Print Name: KAVOUS GITIBIN

Date: 1/20/2021

**LEE COUNTY PORT AUTHORITY**

ATTEST:  
LINDA DOGGETT, CLERK

By: \_\_\_\_\_  
Chair or Vice Chair,  
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



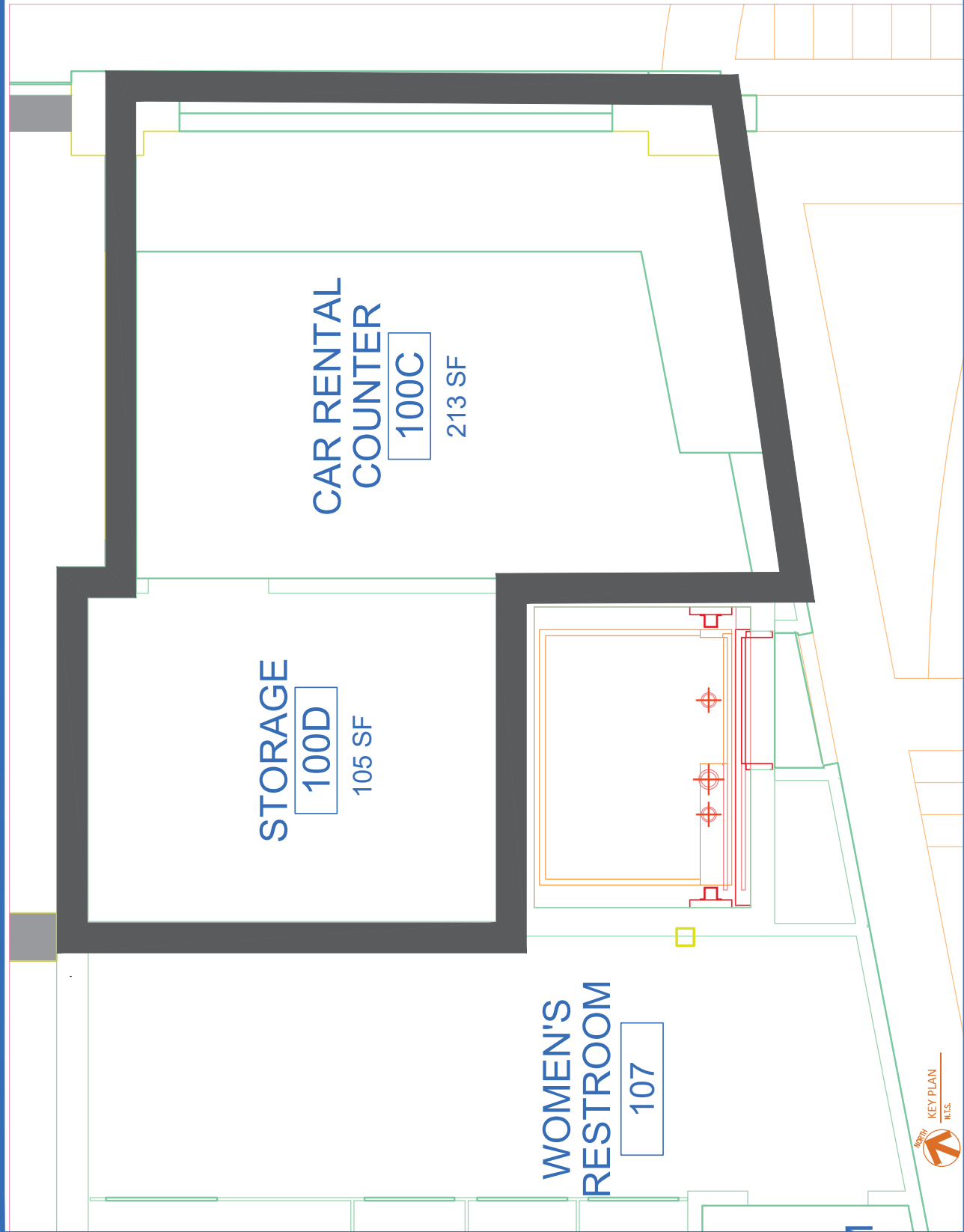


EXHIBIT A

Gitibin & Associates, Inc.

Car Rental Counter & Storage Room

January - 2021



**EXHIBIT "B"**  
**MONTHLY STATEMENT OF GROSS REVENUE, EXCLUDABLE AMOUNTS, AND**  
**PERCENTAGE PRIVILEGE FEE**

This statement is for the month of : \_\_\_\_\_ Year : \_\_\_\_\_

Name of Company (Concessionaire) : \_\_\_\_\_  
Page Field General Aviation Airport

**GROSS REVENUE**

- 1 Amount customers were charged for time and mileage for rental of motor vehicles at the Airport . . . . . \_\_\_\_\_
- 2 Amount customers were charged for fees, surcharges, and taxes . . . . . \_\_\_\_\_
- 3 Any and all other amounts customers were charged . . . . . \_\_\_\_\_
- 4 Total amount customers were charged for anything, including Excludable Amounts and anything else. (add lines 1 through 3) . . . . . \_\_\_\_\_

**EXCLUDABLE AMOUNTS**

- 5 Florida Sales Tax . . . . . \_\_\_\_\_
- 6 Fla. Stat. 212.0606 rental car surcharge . . . . . \_\_\_\_\_
- 7 Drop Charges . . . . . \_\_\_\_\_
- 8 Payments for damage, loss, conversion, theft, or abandonment of vehicles . . . . . \_\_\_\_\_
- 9 Total "Excludable Amounts" (add lines 5 through 8) . . . . . \_\_\_\_\_
- 10 CHARGEABLE GROSS REVENUE (subtract line 9 from line 4) . . . . . \_\_\_\_\_
- 11 PERCENTAGE PRIVILEGE FEES DUE (multiply line 10 by 10%) . . . . . \_\_\_\_\_
- Handling Fee (Transactions by LCPA Employees \_\_\_ x \$25.00). . . . . \_\_\_\_\_
- TOTAL TRANSACTIONS \_\_\_\_\_

This is a true and correct statement of all items listed, including Gross Revenues, Excludable Amounts, and the applicable percentage privilege fees due (subject to the minimum guarantee).

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Request Board approve a "Lease of Terminal Space at Southwest Florida International Airport" with American Sales and Management Organization, LLC (d/b/a Eulen America).</p> <p>2. <b>FUNDING SOURCE:</b> n/a</p> <p>3. <b>TERM:</b> month-to-month commencing March 1, 2021</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Provides for the move of American Sales and Management Organization, LLC's office space in the terminal building.</p>	<p>5. <b>CATEGORY:</b> 3. Consent Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 4/20/2021</p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (ALL REQUESTS)</p> <p>NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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**10. BACKGROUND:**

American Sales and Management Organization, LLC ("ASM") provides ground service and skycap services to airlines at Southwest Florida International Airport, as permitted by a 2005 "Ground Service Permit Agreement" with the Authority. ASM and the Authority are also parties to an existing "Lease of Terminal Space at Southwest Florida International Airport," covering space on the ground level under Concourse C, dated September 14, 2009 (the "2009 Lease").

This proposed lease agreement will provide ASM with office space (Room #2043G, which is approximately 90 square feet) located on the second floor of the RSW terminal building. The proposed lease agreement will also terminate ASM's 2009 Lease effective February 28, 2021.

The term of the proposed lease agreement will be month-to-month, beginning March 1, 2021. 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 \$759.68 per month. 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

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

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

Tenant: American Sales and Management Organization, LLC  
(d/b/a Eulen America)  
7200 NW 19 Street, Suite 206  
Miami, FL 33126

Leased Premises: Room #2043G, located behind the ticket counters on the second floor of the RSW terminal building (approximately 90 square feet)

Allowed Use(s): Office and storage space associated with tenant's ground service and skycap services operations

Term of Lease: Commences March 1, 2021, and will continue month-to-month thereafter until terminated by either party upon thirty (30) days advanced written notice

Rents and Fees: Monthly rent of \$759.68; subject to change by the Authority October 1, 2021, and not more frequently than annually thereafter, by giving at least 30 days advance written notice of such change.

Security/Perf. Guaranty: \$7,800

Insurance Requirements: Lessee must keep in force insurance required by its ground service permit agreement

**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 \_\_\_\_\_, 2021, 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 **AMERICAN SALES AND MANAGEMENT ORGANIZATION, LLC**, a Florida limited liability company (herein referred to as "Lessee"), with offices at 7200 NW 19 Street, Suite 206, Miami, FL 33126.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Lessee operates a ground service and skycap service business at the Airport pursuant to an agreement with the Authority entitled, "Ground Service Permit Agreement" dated September 12, 2005 (herein the "Ground Service Permit"), at which time Lessee was a Florida corporation named American Sales and Management Organization Corporation. In October of 2008, American Sales and Management Organization Corporation underwent a conversion from a Florida corporation to an Florida limited liability company. Lessee and Authority are also parties to a "Lease of Terminal Space at Southwest Florida International Airport" dated September 14, 2009, (herein referred to as the "2009 Lease"). 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**

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 #2043G containing approximately 90 square feet, located behind the ticket counters on the second floor of the main terminal, as shown on Exhibit A attached hereto.

**ARTICLE 2**  
**TERM**

The initial term of this lease will commence on March 1, 2021, 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 ground service and skycap service 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 \$759.68. 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.

**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.** 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 Ground Service 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**

Lessee's security deposit in the amount of \$7,800.00, provided to the Authority as security for the 2009 Lease, will remain posted with the Authority as security for the full and faithful performance by Lessee of all terms, covenants, and conditions of this Lease. 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.

Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Lessee, or to the cost of restoring the leased premises to its original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Lessee shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Lessee's failure to do so within ten (10) days after its receipt of such demand shall constitute a default under this Lease.

If 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 of this Lease, 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.

**Section 17.7 Termination of 2009 Lease.** The 2009 Lease described on the first page hereof shall be terminated effective February 28, 2021 at 11:59 p.m.



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

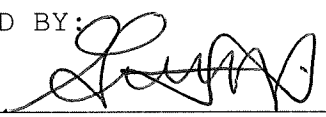
**AMERICAN SALES AND MANAGEMENT ORGANIZATION, LLC**  
(Lessee)

By: 

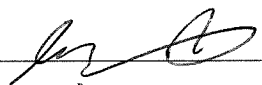
Print Name: Keni Rebell

As Its: Manager **CEO**

Date: 02/15/21

WITNESSED BY: 

Print Name: Gemma Angulo

Witness: 

Print Name: Goran Radovan

**LEE COUNTY PORT AUTHORITY**

By: \_\_\_\_\_  
Chair or Vice Chair,  
Board of Port Commissioners

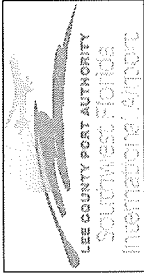
Date: \_\_\_\_\_

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



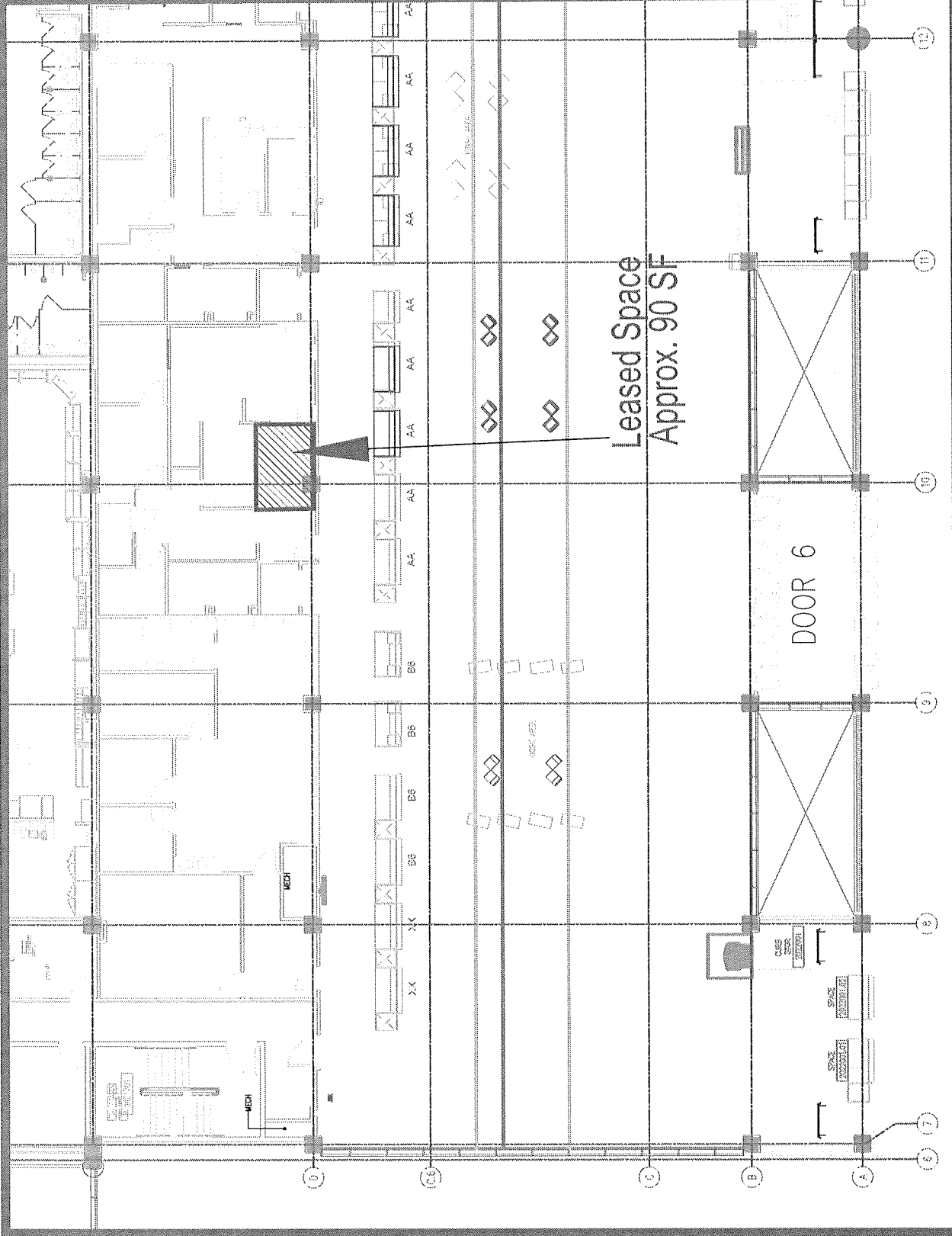
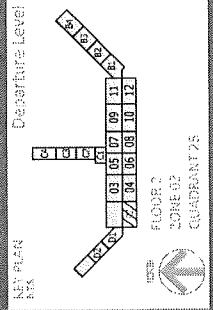
# Midfield Terminal

## Exhibit A

### Second Floor (Departures Level)

American Sales and  
Management  
Organization, LLC  
ATO Space  
# 2043G

Date: 22 - January - 2021



# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- |   |   |
|---|---|
| <p>1. <b>REQUESTED MOTION/PURPOSE:</b> Authorization to enter into an agreement with Daston Corporation for Google Workspace business productivity software and support for five years at a total amount of \$305,321.50</p> <p>2. <b>FUNDING SOURCE:</b> General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.503460 Information Technology.</p> <p>3. <b>TERM:</b> Five Years commencing 8/29/2021 – 8/29/2026</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Provides Port Authority with continued use of cloud based business productivity software including email and file storage.</p> | <p>5. <b>CATEGORY:</b> 4.<br/>Consent Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 4/20/2021</p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p> |
|---|---|

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

**10. BACKGROUND:**

The Port Authority has relied on Google's cloud-based business productivity suite in 2010 and it has been a stable, secure and cost effective solution. Software provided includes email, calendar, unlimited file storage, collaboration tools, document creation and editing tools, chat, video conferencing and archiving for email and all document types.

Prior to October 1, 2020, Board action would not have been required as annual computer software maintenance and support agreements were previously exempt from competitive solicitation per the Airport's Purchasing Manual. However, legislation effective October 1, 2020 added a new law, Florida Statute Section 332.0075, which provides that the Board body must approve, award, or ratify all contracts executed by or on behalf of a commercial service airport in excess of \$325,000 as a separate line item on the agenda and must provide a reasonable opportunity for public comment. Such contracts may not be approved, awarded, or ratified as part of a consent agenda. The newly-adopted legislation also eliminated many of the previous exemptions contained in the Airport's Purchasing Manual. As a result, annual computer software and hardware maintenance and support agreements are no longer exempt from the competitive solicitation process.

After review, the LCPA Purchasing department determined that the Authority would be able to take advantage of competitive pricing solicited by the General Service Administration and save administrative costs from not having to conduct its own solicitation.

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Brian W. McGonagle</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

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

## Background (continued)

### Annual fees:

Contract Year	Annual Fee paid in August of each year
8/29/2021-8/29/2022	\$61,064.30
8/29/2022-8/29/2023	\$61,064.30
8/29/2023-8/29/2024	\$61,064.30
8/29/2024-8/29/2025	\$61,064.30
8/29/2025-8/29/2026	\$61,106.87

### Attachments:

- 1.GSA Contract # 47QTCA20D00CK
- 2.Daston Quote
- 3.Written Determination



**Standard Form 1449, Contract for Commercial Items The Daston Corporation**

**Contract Number: 47QTCA20D00CK**

**GENERAL SERVICES ADMINISTRATION**

**FEDERAL SUPPLY SERVICE**

**AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsadvantage.gov>

**SCHEDULE TITLE:** Multiple Award Schedule

FSC Classes/Product Codes:

- FSC/PSC Class D319 IT AND TELECOM-ANNUAL SOFTWARE MAINTENANCE SERVICE PLANS
- FSC/PSC Class- 7030 INFORMATION TECHNOLOGY SOFTWARE
- FSC/PSC Class R425 SUPPORT-PROFESSIONAL: ENGINEERING/TECHNICAL

(These are only a few examples. Please see Federal Procurement Data System, Product and Service Codes Manual for a complete list: <https://www.acquisition.gov/psc-manual>)

**CONTRACT NUMBER: 47QTCA20D00CK**

**CONTRACT PERIOD: 20 July, 2020 through 19 July, 2025**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at: <http://fss.gsa.gov/>.

**CONTRACTOR: The Daston Corporation**

19 E Market Street ,Suite LL01  
Leesburg, VA 20176-3004  
Phone number: (703) 962-8086  
Fax number: (703) 288-3215  
Website: [www.daston.com](http://www.daston.com)

**CONTRACTOR'S ADMINISTRATION SOURCE:** Adam Ulan-Director of Contracts

19 E Market Street ,Suite LL01  
Leesburg, VA 20176-3004  
Phone number: (703) 962-8086  
Fax number: (703) 288-3215  
E-Mail: [adam.ulan@daston.com](mailto:adam.ulan@daston.com)

**BUSINESS SIZE:** HubZone; Woman Owned; Small Business



**CUSTOMER INFORMATION:**

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)/NAICS**

**NAICS DESCRIPTION**

511210 Software Publisher/Licenses  
54151 Software Maintenance Services  
54151S IT Professional Services

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**

(Government net price based on a unit of one)

**Either enter information here or direct to the page # where the information is located**

**1c. HOURLY RATES (Services only):**

**Either enter information here or direct to the page # where the information is located**

**2. MAXIMUM ORDER\*:** \$500,000 per SIN and \$500,000 per order

**NOTE TO ORDERING ACTIVITIES:** \*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

**3. MINIMUM ORDER:** \$100 per SIN and \$100 per order

**4. GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities or give details as negotiated

**5. POINT(S) OF PRODUCTION:** N/A

**6. DISCOUNT FROM LIST PRICES:** *Basic discount of 3%-15% from the awarded commercial price list. For calculation of the GSA Schedule price see Page 1A.*

**7. QUANTITY/VOLUME DISCOUNT(S):** None

**8. PROMPT PAYMENT TERMS:** Net 30

**9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.**

**9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**

**10. FOREIGN ITEMS:** N/A

**11a. TIME OF DELIVERY:** As negotiated per task order

**11b. EXPEDITED DELIVERY:** Items available for expedited delivery are noted in this price list or negotiated at the task order level.

**11c. OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Contact the Contractor for rates.



**11d. URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

**12. FOB POINT:** Destination

**13a. ORDERING ADDRESS:** Same as contractor address

**13b. ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).

**14. PAYMENT ADDRESS:** Same as contractor address

**15. WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty

**16. EXPORT PACKING CHARGES:** N/A

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro purchase level may be inserted by contractor)

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**  
N/A

**19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

**20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

**20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

**22. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

**23. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

**23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

**24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

**24b. Section 508 Compliance for Electronic and Information Technology (EIT):** Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [<http://www.XXXxi.com/>]  
The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**25. DUNS NUMBER:** 93-190-4486 and CAGE CODE: 03HK9

**26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**  
Contractor has an Active Registration in the SAM database.

**27. Description of IT Services and Pricing**



*DASTON Corporation* offers the following IT Services listed under this schedule. Ordering activities are encouraged to contact or work with a *DASTON Corporation* GSA ordering representative to plan/or specify their ordering requirements. The IT Services may be ordered in whole or in part, requiring differing labor mixes and hours. IT Services can also be combined in a single order for more comprehensive or longer-term on- or off-site services. *DASTON Corporation* will provide help to ordering activities to specify their minimum requirements necessary to ensure complete and satisfactory performance.

*DASTON Corporation* offers only the personnel who meet or exceed the minimum qualification requirements stated in the Commercial Labor Category Descriptions provided herein. *DASTON Corporation* does allow experience to substitute for education requirements. *DASTON Corporation*'s criterion for minimum experience substitution by educational degree is as follows.

Undergraduate:	Minimum of one (1) year additional relevant project and/or language experience may substitute for undergraduate degree.
Graduate or Above:	Minimum of two (2) years additional and relevant project and/or language experience may substitute for graduate degree.

GSA and/or the ordering activities may have access to any *DASTON Corporation* employee resume (by request) before, during or after assignment of any GSA order. If for some extenuating reason a person assigned to an order must be replaced or substituted, the ordering activity will be notified in advance, in writing, and the substituting personnel will have equal or greater qualifications than specified in the labor category description of the departing employee.



Service Proposed (eg Job Title/Task)*	Description* (250 words)	Minimum Education	Minimum Years of Experience (cannot be a range)	Price Offered to GSA (including IFF)
Project Manager	<p>The functional description areas consist of, but are not limited to any of the following:</p> <p>Perform day-to-day management of overall task order support operation.</p> <p>Provide technical management for project.</p> <p>Design, develop, and manage information systems.</p> <p>Formulate and enforce work standards. Provide technical leadership and manage specific task orders. Ensure implementation and check progress of technical solutions and schedules.</p> <p>Perform formal and informal review of work products for precision, adherence to design concepts, and adherence to user standards. Monitor standards and procedures.</p> <p>Review project documentation. Prepare milestone status reports.</p> <p>Transition existing project teams. Coordinate operation and maintenance support for post-installation activities.</p> <p>Establish and maintain processes for evaluating systems and associated documentation. Determine resources required for quality control. Responsible for maintaining quality throughout the project life cycle. Communicate task assignments effectively to varied personnel.</p> <p>Responsible for overall task</p>	<p>Bachelors Degree from an accredited college or university with major in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or three years of equivalent experience in a related field.</p> <p>Responsible for management for all facets of a project including resource management, technical oversight and financial aspects.</p>	<p>10 Years of IT service experience, including three years of specialized IT Service</p>	<p>\$119.89</p>

	<p>performance. Assemble, organize, and staffs highly skilled teams. Conducts formal workshops and seminars. Interpret policies, procedures, and goals. Interacts with all levels of management</p>			
Subject Matter Expert	<p>The I responsibilities areas consist of, but are not limited to any of the following: Identify best practices and develop and evaluate methodologies for change management and process reengineering. Promote organizational development and improved business management techniques. Create, process, activity, and data models for information engineering. Develop improved information systems processes, methods, and practices. Define security requirement and architectures and evaluate approved security product capabilities. Contribute to process modernization projects. Perform risk analyses and assessments. Design databases through the translation of data requirement into logical data structures. Research applicable standards for client/server and other technologies. Perform reverse engineering and requirements analyses for the development of functional requirements for</p>	<p>Bachelors Degree from an accredited college or university with major in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or three years of equivalent experience in a related field.</p>	<p>10 Years of IT service experience, including two years of specialized IT service</p>	<p>\$128.46</p>

	<p>complex information systems. Analyze business practices and functions to support enterprise-wide strategic systems planning. Ensure compliance with industry standards and legislative and regulatory requirements. Analyze, evaluate, verify, and validate existing information systems. Develop specifications for various systems, including voice, data, and COTS products. Facilitate Joint Application development (JAD) sessions and other group training. Evaluate firewalls and other Internet access tools. Conduct formal workshops and seminars. Analyze and design business applications. Prepare functional requirements and specifications for hardware acquisitions. Provide technical expertise for network configuration and performance enhancement. Translate technical information. Develop migration strategies and ensure that all integration issues, including cross functional and security are addressed. Demonstrate familiarity with groupware and relational database systems. Translate applications requirements into web-based solutions using variable technology.</p>			
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<p>Google Professional Services</p>		<p>Bachelors Degree from an accredited college or university with major in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or three years of equivalent experience in a related field. Responsible for all activities around delivering Google Professional Services to include, development, maintenance, training, management, and testing of all Google Cloud Services.</p>	<p>6 Years of IT service experience, including two years of specialized IT service</p>	<p>\$137.02</p>
<p>Cloud Developer</p>	<p>The functional responsibilities areas consist of, but are not limited to any of the following: Provide technical supervision for Web development projects. Ensure implementation of technical solutions and schedules. Apply new and emerging technologies to the web page development process. Translate applications requirements into web pages to provide internet solutions that enable customers to make information available to the general public in the Web friendly format.</p>	<p>Bachelors Degree from an accredited college or university with major in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or three years of equivalent experience in a related field. Responsible for</p>	<p>5 Years of IT service experience including three years of specialized IT service</p>	<p>\$111.33</p>

	<p>Knowledge of languages such as C, C++, Java, ActiveX, Perl, and VRML. Integrate applications and web pages to serve either as stand-alone site or as the front end to web-based applications. Perform requirements analyses. Perform object-oriented programming. Test, debug, integrate, and enhance software using object-oriented principles and rapid prototyping. Participate in planning and development of database management, security, maintenance, and utilization. Produce logic flowcharts and pseudo-code. Test and evaluate web-based systems for acceptance. Develop Internet/Intranet applications and home pages.</p>	<p>requirements gathering, code development, and testing of applications.</p>		
System Administrator	<p>The functional responsibilities areas consist of, but are not limited to any of the following: Develop information system methods, practices, data requirements, and functional requirements. Define security requirements and architectures and develop solutions to multilevel security problems. Perform risk analysis and assessments. Analyze, design, and implement systems and databases. Research applicable information engineering standards. Integrate telecommunication and computing systems. Operate large client/server information systems. Develop specifications and migration strategies for voice systems, data systems, and COTS</p>	<p>Bachelors Degree from an accredited college or university with major in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline or three years of equivalent experience in a related field. Responsible for administration of applications to include identity administration and database administration</p>	<p>5 Years of IT service experience including three years of specialized IT service</p>	<p>\$115.86</p>

	<p>products. Apply reengineering disciplines to support enterprise-wide strategic systems planning. Ensure compliance with industry standards. Apply object-oriented principles to software development. Define logical, functional, and technical system architectures. Study, analyze, and evaluate existing information systems. Integrate systems through database design. Analyze, design, and develop business applications to satisfy unique requirements. Optimize system operation and resource utilization by analyzing and planning system capacity. Ensure that all integration issues, including cross functional and security are addressed. Establish and maintain processes for evaluating system and associated documentation. Demonstrate familiarity with groupware and relational database systems. Create process, activity, and data models. Evaluate and develop methodologies. Design and apply software engineering methodology. Facilitate Joint Development (FJD) sessions.</p>			
<p>Training Specialist</p>	<p>The functional responsibilities areas consist of, but are not limited to any of the following: Provide technical leadership for training projects and overall management for specific task orders. Develop specifications. Ensure implementation of technical solutions and schedules. Perform training requirement</p>	<p>Bachelors Degree from an accredited college or university with major in Computer Science, Information Systems, Engineering, Business or other related scientific</p>	<p>5 Years of IT service experience including three years of specialized IT service</p>	<p>\$101.96</p>

	analyses. Develop and provide technical and end-user training, including instructor and student materials. Train users on operation of information technology systems. Conduct formal classroom courses, workshops, seminars, and computer-based training.	or technical discipline or three years of equivalent experience in a related field. Responsible for requirements gathering, development of training plans, and execution of the training.		
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**Terms and Conditions Applicable To Term Software Licenses (Special Item Number 511210)**

**1. Scope**

- a. The prices, terms and conditions stated under Special Item Number 511210 Term Software Licenses apply exclusively to software product licenses within the scope of this Information Technology Schedule.
- b. *DASTON Corporation* shall provide the software product licenses at the Contractor’s facility and/or at the ordering activity location via Internet provisioning, as agreed to by the Contractor and the ordering activity.

**2. Order**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All delivery orders are subject to the terms and conditions of the contract. In the event of conflict between a delivery order and the contract, the contract will take precedence.

**4. Delivery of Software Licenses**

- a. *DASTON Corporation* shall deliver the software product licenses on the date agreed to by the Contractor and the ordering activity via Internet provisioning procedures.
- b. *DASTON Corporation* agrees to deliver the software products only during normal



working hours, unless otherwise agreed to by the Contractor and the ordering activity.

- c. Any travel, if required, by *DASTON Corporation* for the delivery of the software product licenses must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all *DASTON Corporation* travel. *DASTON Corporation* cannot use GSA city pair contracts.

**5. Stop-Work Order (FAR 52.242-15) (Aug 1989)**

- (a) The Contracting Officer may, at any time, by written order to *DASTON Corporation*, require *DASTON Corporation* to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to *DASTON Corporation*, and



for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, *DASTON Corporation* shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to *DASTON Corporation*, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, *DASTON Corporation* shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the *DASTON Corporation's* cost properly allocable to, the performance of any part of this contract; and
  - (2) *DASTON Corporation* asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. Inspection of Services**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. Responsibilities of the Contractor**

*DASTON Corporation* shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a delivery order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## **8. Responsibilities of the Ordering Activity**



Subject to security regulations, the ordering activity shall permit *DASTON Corporation* access to all facilities, if necessary, to fulfill the order.

#### **9. Independent Contractor**

All software product licenses delivered by *DASTON Corporation* under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

#### **10. Organizational Conflicts of Interest**

##### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### **11. Invoices**

*DASTON Corporation*, upon delivery of the software product licenses ordered, shall submit invoices for the licenses delivered. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products.

#### **12. Payments**

All orders for software product licenses will be on a firm-fixed price basis. The ordering



activity shall pay *DASTON Corporation*, upon submission of proper invoices or vouchers, the prices stipulated in this contract for licenses delivered and accepted. Progress payments shall be made only when authorized by the order.

**13. Incidental Support Costs**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

**14. Description of Software Products and Pricing**

*DASTON Corporation* offers the following term software products listed under this schedule. Ordering activities are encouraged to contact or work with a *DASTON Corporation* GSA ordering representative to plan/or specify their ordering requirements. *DASTON Corporation* will provide help to ordering activities to specify their minimum requirements necessary to ensure complete and satisfactory performance

MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	DISCOUNT PRICE OFFERED TO GSA (including IFF)
GAPPS-PREM-1USER-12MO	Google Apps Premier-1 User Edition/1 Year ( G Suite Basic)	Premier Edition Collaboration Suite including Gmail, Google Drive, Google Sites, Google Calendar, Google Talk, Google Groups, and Contacts	\$ 70.37
GAPPS-VAULT-1USER-12MO	Google Vault	Google Apps Vault: 12 month license/support term; 1 seat;	\$ 48.87
GAPPS-UNLIM-1USER-12MO	Google Apps Unlimited (G Suite Business)	Google Apps Unlimited; Google Apps	\$ 140.74

		for Business Unlimited: 12 month license/support term; 1 seat;	
GAPPS-AU-UNLIM-1USER-12MO	G Suite Business Archived User	G Suite Business Archived User; 12 Month License/support term; 1 seat	\$ 46.91
GAPPS-ENT-1USER-12MO	G Suite Enterprise	G Suite Enterprise; 12 Month License/support term; 1 seat	\$ 293.20
GAPPS-AU-ENT-1USER-12MO	G Suite Enterprise Archived User	G Suite Enterprise Archived User; 12 Month License/support Term; 1 seat	\$ 93.82

## LEE COUNTY PORT AUTHORITY

### UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Date: <u>3/15/21</u> Vendor: <u>The Daston Corporation</u> <u>Information Technology</u> Description: <u>Software</u>  Term: <u>7/20/20 – 7/19/25</u>  Renewal Term: <u>None</u> Procurement Agent: <u>Corbin Eiland</u>  Contract #: <u>47QTCA20D00CK</u>	Board Approval Req: <input checked="" type="checkbox"/> Yes / No <input type="checkbox"/>  Lead Agency: <u>General Service Administration</u>  Posting Req'd: <input checked="" type="checkbox"/> Yes / No <input type="checkbox"/> <input checked="" type="checkbox"/> Single Purchase – Total Cost : <u>\$305,321.50</u> <input type="checkbox"/> Estimated Purchase -Est'd Annual cost: <u>N/A</u> Cost (this purchase): <u>N/A</u>  Balance: <u>N/A</u>
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### NOTICE OF WRITTEN DETERMINATION OF A COOPERATIVE CONTRACT OR PIGGYBACK

A contract may be awarded for a commodity or service when the Purchasing Manager determines that utilizing the contract is authorized and in the Authority's best interest based on the following findings.

Product/Service being requested: Five (5) One (1) Year Google Software license renewal periods

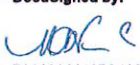
The contract has been evaluated and found to be appropriate because:

- Cooperative or  Piggyback.
- Competitive requirements have been met.
- Conforms to all applicable laws and best practices.
- Specs, price, terms and conditions produce best value.
- The lead agency has been contacted and has verified eligibility.
- There are no known vendor performance or contract compliance issues.
- The vendor is appropriately insured and licensed to do business in the State of Florida.
- The term of the agreement to be piggybacked: 7/19/25 Renew Terms 0
- Other. LCPA Purchasing Manual Section 5.3 (C)

The advantages of utilizing this method of procurement include:

- Cost Savings. Explain: The Authority will be able to take advantage of competitive pricing solicited by the General Service Administration and save administrative costs from not having to conduct its own solicitation
- Improved terms. Explain: \_\_\_\_\_
- Other. Explain: \_\_\_\_\_

*Please be advised all purchases valued at \$100,000 or more require approval of the Lee County Board of Port Commissioners.*

Approved by: DocuSigned by:  
  
FA068A66127C4A5... Date: 4/5/2021  
Melissa M. Wendel, Procurement Manager, CPPO, NIGP-CPP

**LEE COUNTY PORT AUTHORITY**  
**UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS**

**Estimated Spend Reconciliation** (only required to be completed for Estimated Award Approvals)

<u>Date</u>	<u>Spend Balance</u>	<u>Purchase Amount</u>	<u>Remaining Balance</u>	<u>REQ Number</u>	<u>PO Number</u>	<u>Description of Purchase</u>	<u>Branch Plant</u>
N/A							



# Estimate

Daston Corporation  
 19 E Market St # LL01  
 Leesburg VA 20176-3004  
 United States

Date	Estimate #
3/15/2021	2313-ES

Bill To
Lee County Finance Department P.O. Box 2463 Fort Myers FL 33902 United States

Memo:
5 Year Google Workspace Enterprise Plus

Quote Expires
6/12/2021

Item	Qty	Description	Rate	Amount
Google - Workspace Enterprise Plus	473	Google Workspace Enterprise Plus: New/Renewal 1 of 5 Years Google - GAPPS-ENT-PLUS-1USER-12MO Start Date: 08/29/2021 End Date: 08/29/2022 Type: Renewal 3+ Product: Enterprise Plus Customer Domain Name: flylcpa.com	129.10	61,064.30
Google - Workspace Enterprise Plus	473	Google Workspace Enterprise Plus: New/Renewal 2 of 5 Years Google - GAPPS-ENT-PLUS-1USER-12MO Start Date: 08/29/2022 End Date: 08/29/2023 Type: Renewal 3+ Product: Enterprise Plus Customer Domain Name: flylcpa.com	129.10	61,064.30
Google - Workspace Enterprise Plus	473	Google Workspace Enterprise Plus: New/Renewal 3 of 5 Years Google - GAPPS-ENT-PLUS-1USER-12MO Start Date: 08/29/2023 End Date: 08/29/2024 Type: Renewal 3+ Product: Enterprise Plus Customer Domain Name: flylcpa.com	129.10	61,064.30
Google - Workspace Enterprise Plus	473	Google Workspace Enterprise Plus: New/Renewal 4 of 5 Years Google - GAPPS-ENT-PLUS-1USER-12MO Start Date: 08/29/2024 End Date: 08/29/2025 Type: Renewal 3+	129.10	61,064.30

Approval \_\_\_\_\_ Date \_\_\_\_\_



Estimate

Daston Corporation  
 19 E Market St # LL01  
 Leesburg VA 20176-3004  
 United States

Date	Estimate #
3/15/2021	2313-ES

Item	Qty	Description	Rate	Amount
Google - Workspace Enterprise Plus	473	Product: Enterprise Plus Customer Domain Name: flylcpa.com  Google Workspace Enterprise Plus: New/Renewal 5 of 5 Years Google - GAPPS-ENT-PLUS-1USER-12MO Start Date: 08/29/2025 End Date: 08/29/2026 Type: Renewal 3+ Product: Enterprise Plus Customer Domain Name: flylcpa.com  **PO must be for the full multi-year total amount/Option to be billed annually**  GSA Contract # 47QTCA20D00CK	129.10	61,064.30

			Total	\$305,321.50
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# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Request Board concur with the ASMC ranking of qualifications submitted for RFP 21-13CDE Agenda Management Software and Implementation Services and authorize staff to begin contract negotiations with the top-ranked firm.</p> <p>2. <b>FUNDING SOURCE:</b> General Airport Operating Revenue Fund - VD5131741200.503460, Information Technology</p> <p>3. <b>TERM:</b> 2 years with two - 3 year renewal options</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Competitively selects a firm to provide an Agenda Management System and Implementation services</p>	<p>5. <b>CATEGORY:</b> 5. Consent Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b></p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (ALL REQUESTS) NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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**10. BACKGROUND:**

The Lee County Port Authority requested proposals for the services of a qualified and experienced agenda management system software provider to replace the Authority's outdated agenda management system which is end-of-life and end-of-support in December 2021. The selected provider will work with LCPA staff to setup and configure a cloud-based agenda management system.

On January 26, 2021, the Lee County Port Authority Purchasing staff advertised RFP 21-13, Request for Proposals for Agenda Management Software Implementation Services for the Lee County Port Authority.

On February 26, 2021, three responses were received from the following firms (in alphabetical order):

- AODocs / Altirnao, Inc.
- MuniCode Corp.
- PrimeGov

A publicly noticed meeting was held on March 8, 2021, 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

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Brian W. McGonagle</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Crank</i>	<i>Benjamin R. Siegel</i>

<p>12. <b>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED OTHER</p>	<p>13. <b>PORT AUTHORITY ACTION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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## **Background (continued)**

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. PrimeGov
2. AODocs
3. Municode

Staff recommends that the ASMC rank firms in accordance with staff's review and ranking and move the item to the Board for approval. If the Board of Port Commissioners approves of the selection, staff will begin contract negotiations with the top ranked firm, PrimeGov.

However, if the ASMC would like to hear oral presentations prior to their ranking, staff would recommend those be held with the three firms as reviewed and ranked by staff, with presentations to be held at a future ASMC meeting.

At the April 20, 2021 meeting, ASMC ranked the firms in accordance with staff's review and ranking and recommended the Board concur with the ranking and direct staff to begin contract negotiations with the top-ranked firm, PrimeGov. Therefore, staff requests the Board's concurrence with the ASMC ranking and recommendations.

### **Attachments:**

Agenda Management Software and Implementation Services RFP 13-21 Final  
Staff Summaries  
RFP 21-13CDE Due Diligence



11000 TERMINAL ACCESS ROAD  
SUITE 8671  
FORT MYERS, FL 33913

REQUEST FOR PROPOSAL (RFP) 21-13CDE

## AGENDA MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES FOR LEE COUNTY PORT AUTHORITY

DATED: January 28, 2021

**DESIGNATED PURCHASING OFFICE CONTACT**

Corbin Eiland, Senior Procurement Agent

Telephone (239) 590-4555

Email: [cdeiland@flynlcpa.com](mailto:cdeiland@flynlcpa.com)

**NOTICE OF IMPORTANT SOLICITATION DATES**

**Non-Mandatory Pre-Submittal Meeting:**

**Wednesday, February 3, 2021 at 10:00 a.m., local time**

**Inquiries/Clarification Request Deadline:**

**Wednesday, February 10, 2021 at 5:00 p.m., local time**

**Proposals Due:**

**Friday, February 26, 2021, at 2:00 p.m., local time**



Lee County Port Authority (hereafter referred to as "Authority") invites the submission of sealed proposals from interested and qualified corporations, partnerships and other legal entities authorized to do business in the state of Florida to compete for the opportunity to provide public meeting agenda management services, as specified in this Request for Proposals (RFP). Solicitation documents are available electronically at [flylcpa.ionwave.net/Login.aspx](https://flylcpa.ionwave.net/Login.aspx) or by contacting the Purchasing Office.

The following key dates have been established for the non-mandatory pre-submittal meeting, the deadline for submitting any questions or requests for clarification of any information contained within this RFP, and the sealed proposal opening. Changes in these dates will be made only by official addendum.

### **PRE-SUBMITTAL MEETING**

**A NON MANDATORY Pre-Submittal Meeting has been scheduled for Wednesday, February 3, 2021, at 10:00 a.m., local time. Due to the ongoing COVID-19 pandemic the meeting will be conducted remotely through Google Meets. To access the meeting use this link: <https://meet.google.com/ynk-vrwh-fnb> (required equipment: computer with camera and/or microphone) or Phone: (US) +1 321-428-7982 PIN: 636 335 942#. The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Proposals and to answer any questions. At the pre-submittal meeting the Authority will attempt to answer all questions received; however, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the Request for Proposals is issued by the Purchasing Office.**

### **DEADLINE FOR QUESTIONS OR CLARIFICATION REQUESTS**

**Inquiries or requests for clarifications of any information contained in the RFP must be received no later than the time and date indicated on the cover page.** All inquiries, suggestions or requests pertaining to this RFP must be submitted to the designated contact in the Lee County Port Authority Purchasing Office (see contact information on cover page). This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious selection process.

### **PUBLIC OPENING OF PROPOSALS**

**The Authority will accept electronic submissions until Friday, February 26, 2021, at 2:00 p.m., local time through IonWave at <https://flylcpa.ionwave.net>.** Proposals will be accepted up until the date and time indicated. Proposals sent in any manner other than electronically to IonWave will not be accepted. **Hard copies, faxed proposals and electronically submitted proposals sent directly to the Authority will not be accepted.**

**The proposal opening is open to the public and will be conducted remotely through Google Meets by accessing the following link: <https://meet.google.com/bwu-szwo-efy> (required equipment: computer with camera and/or microphone) or Phone: (US) +1 575-567-3154 PIN: 642 540 741#.**

Proposals must be submitted prior to the deadline for submission of proposals. Proposers are responsible for taking all necessary steps to ensure that their proposal is received by the due date and time. The Authority is not responsible for technology or any other issues that cause the proposal deadline to be missed.



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<b>1</b>	<b>Proposer's Certification</b>	<b>36</b>
<b>2</b>	<b>Lobbying Affidavit</b>	<b>37</b>
<b>3</b>	<b>Public Entity Crimes Certification</b>	<b>38</b>
<b>4</b>	<b>Scrutinized Companies Certification</b>	<b>39</b>
<b>5</b>	<b>Application Classifications</b>	<b>40</b>

<b><u>Exhibit</u></b>	<b><u>Description</u></b>	<b><u>Page</u></b>
<b>1</b>	<b>Sample Green Sheet</b>	<b>50</b>
<b>1A</b>	<b>Sample Blue Sheet</b>	<b>51</b>
<b>B</b>	<b>Workflow</b>	<b>52</b>

## **SECTION A**

### **INSTRUCTIONS TO PROPOSERS**

Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive sealed proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and with demonstrated experience in providing the services as described in this Request for Proposals. In order to receive consideration, proposers must meet the minimum qualifications and comply with the Instructions to Proposers contained in this Section A.

#### **A.01 REMOTE OPENING OF ELECTRONIC PROPOSALS**

Proposals submitted in response to this RFP will be electronically opened after the opening date and time published on the cover page of this RFP. The Authority reserves the right to extend the date and time for opening at Authority's sole discretion, when deemed to be in the best interest of the Authority. Proposers, their authorized agents and other interested persons are invited to attend the RFP opening remotely through electronic means by using the link to the meeting or calling the telephone number that are provided on the cover page of this Request for Proposals.

At the opening the Authority will make public the names of the Proposers submitting a proposal and the city and state in which they reside. No review or analysis of the submitted proposals will be conducted at the public proposal opening.

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

#### **A.02 SUBMISSION OF SEALED PROPOSALS**

The Authority is accepting electronic proposals at <https://flylcpa.ionwave.net>. Submittal of proposals prior to the deadline is solely and strictly the responsibility of the Proposer.

All documents must be PDF/A and ADA compliant. PDF/A compliant documents have embedded fonts and do not reference external files. 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 tabs that would normally be required in a hard copy.

The entire submittal must be contained in a single PDF/A file.

- Sealed proposals received after the stated time and date for the remote opening will not be considered. It is the sole responsibility of the Proposer to submit their proposal to the Authority's third party provider IonWave prior to the stated time and date for submission of proposals. All submissions 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, IonWave, to distribute solicitation documents including addenda and award results. Interested parties may receive this information free of charge by registering at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the designated Purchasing Office representative indicated on the cover page.

It is the responsibility of the Proposer, prior to submitting a proposal, to review IonWave



and determine if addenda to the RFP have been issued and, if issued, acknowledge and incorporate same into the proposal.

**A.04 QUESTIONS AND CLARIFICATION PERIOD**

Each Proposer will examine all Requests for Proposals solicitation documents and will judge all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation documents must be made in writing and sent to the designated Purchasing Office representative by the date and time stated.

All inquiries, suggestions or requests pertaining to the Request for Proposals must be received by the designated Purchasing Office representative on or before the deadline for questions or clarification requests. All questions received and responses given will be provided in the form of a written addendum to this Request for Proposals. The Authority will not respond to inquiries received after the published deadline.

**A.05 ADDENDA**

Interpretations, corrections or changes made by the Authority to this Request for Proposals will be made by written addenda. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby an interpretation, clarification or additional information will be given. It is the responsibility of the Proposer, prior to submitting its proposal, to review all issued addenda or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate the same into Proposer's submittal.

**A.06 PROPOSAL EXPENSES**

All costs incurred by proposer(s) in responding to this Request for Proposals and in participating in any interviews/presentations/demonstrations, including travel, shall be borne entirely by the proposer.

**A.07 BINDING OFFER**

A submitted proposal made pursuant to this Request for Proposals will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties is satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the proposer has fully familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and twenty (120) days from the date of the public opening.

**A.08 RESERVATION OF RIGHTS**

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

The Authority reserves the right to conduct an investigation as it deems necessary to determine the ability of any proposer to perform the work or services requested. Upon request by the Authority, the proposer shall provide all information requested by the



Authority for its investigation. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of the proposer, verification of availability of equipment and personnel, and past performance records.

The Authority reserves the right to determine that any proposal received which does not contain all of the information, attachments, verification, forms or other information described in this Request for Proposals is nonresponsive and therefore disqualified from eligibility to proceed further in the evaluation process.

#### **A.09 WITHDRAWAL OF PROPOSAL**

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

Negligence on the part of the proposer in preparing its proposal confers no right of withdrawal or modification after the date and time fixed for the public opening. Any such withdrawn proposal shall not be resubmitted.

After the public opening, but before an agreement is signed, a proposer alleging a material mistake of fact may be permitted to withdraw its proposal if:

- 1) The mistake is clearly evident in the solicitation document; or
- 2) Proposer submits evidence that clearly and convincingly demonstrates that a mistake was made in its proposal. Request to withdraw a proposal must be submitted in writing and approved by the Purchasing Manager.

#### **A.10 FALSE OR MISLEADING STATEMENTS**

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

#### **A.11 JOINT VENTURES**

Proposers intending to submit a proposal as a joint venture with another entity are required to provide satisfactory evidence that the joint venture meets the statutory requirements applicable to corporations or other entities that are subject to the Florida Business Corporation Act (ch. 607 F.S), or the Professional Service Corporation and Limited Liability Company Act (ch. 621 F.S.), as appropriate, prior to the date and time set for the public opening.

#### **A.12 NO LOBBYING**

Proposers are hereby placed on notice that Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee and all Authority employees (with the exception of the designated Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Proposals. After the issuance of this solicitation, no prospective Proposer shall contact or communicate with or discuss any matter relating in any way to this solicitation with any Authority officers, agents





or employees except for the designated Purchasing Office contact. This prohibition includes copying all such persons on written communications (including email correspondence) but does not apply to presentations made to Staff Evaluation Committees or at a Board of Port Commissioners meeting or Airports Special Management Committee meetings when the commission or committee is considering approval of a proposed agreement or purchase order. This requirement ends upon final execution of the agreement or purchase order or at the time the solicitation is cancelled.

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

**ANY FIRM OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS WARNING ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.**

#### **A.13 SCRUTINIZED COMPANIES**

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

Each proposer certifies, by submission of the certification attached as Form 5, that it is not listed on any Scrutinized Companies List described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a proposal under Section 287.135, Florida Statutes.

#### **A.14 E-VERIFY**

Per Section 448.095(2) Florida Statutes (2020), the successful proposer must certify that it has registered with and is using the E-Verify system to verify the work authorization status of all newly hired employees.

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

If allowable, and the successful proposer enters into an agreement with a subcontractor, the subcontractor must provide the successful proposer with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and successful proposer must maintain a copy of such affidavit for the duration of the agreement.

#### **A.15 PUBLIC ENTITY CRIMES**

In accordance with Florida Statute 287.133, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity on a contract; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

#### **A.16 NONDISCRIMINATION**

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

#### **A.17 GENERAL CIVIL RIGHTS**

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

#### **A.18 PUBLIC RECORDS:**

Proposals made pursuant to this Request for Proposals are public records available for inspection by the public upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to Florida Statute, Section 119.071. If the Authority rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until the Authority



provides notice of an intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals. Pursuant to Florida Statute, Section 119.0701, to the extent a successful Proposer is performing services on behalf of the Authority, successful proposer must:

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

If the successful Proposer keeps any public records, it shall meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

#### **A.19 TRADE SECRETS**

The Authority is subject to Chapter 119, Florida Statutes, the Florida Public Records Law. Therefore, all documents, materials, and data submitted as a part of a response to this Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Designation of an entire proposal as 'trade secret', 'proprietary' or 'confidential' is not permitted and may result in a determination that the proposal is nonresponsive and therefore the proposal will not be evaluated or considered.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a proposal in response to this Request for Proposal shall belong exclusively to the Authority.

To the extent proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, any trade secret material submitted as part of a



proposal must be segregated from the portions of the proposal that are not declared as trade secret. In addition, proposer shall cite, for each trade secret claimed, the Florida statute number that supports the designation. Further, the proposal must include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, proposer shall provide a hard copy of its proposal that redacts all information designated as trade secret. In conjunction with any trade secret designation, proposer acknowledges and agrees that:

- 1) Any trade secret requests made after the proposal opening will not be considered. However, the Authority reserves the right to clarify the proposer's request for a trade secret at any time; and,
- 2) By submitting a proposal, all proposer's grant 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 all or any portion of proposer's proposal, the proposer, at its sole expense, shall be responsible for defending its determination that the submitted material is a trade secret and is not subject to disclosure. Action by proposer in response to notice from the Authority that is has received a request to inspect or copy information that the proposer has designated a trade secret shall be taken immediately, but no later than 10 calendar days from the date of notification or proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any actions, damages (including attorney's fees and costs) or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from Authority's nondisclosure of the trade secret materials.

#### **A.20 GOVERNING LAWS/RULES/REGULATIONS**

The successful Proposer that is awarded an Agreement to provide services pursuant to this RFP will be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the services or provide the goods required by the Agreement. The proposer will ensure compliance with all laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority.

#### **A.21 AGREEMENT**

The successful proposer shall be expected to execute the Authority's form of agreement subject to successful negotiation of terms specific to the RFP by the parties.

#### **A.22 NONEXCLUSIVITY OF AGREEMENT**

By responding to this Request for Proposals any selected proposer understands and agrees that any resulting contractual relationship is nonexclusive and that the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.



**A.23 AVAILABILITY OF PERSONNEL**

Personnel described in the proposal must be available to perform the services as described. All personnel shall be considered to be employees or agents of the proposer and not employees or agents of the Authority.

**A.24 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES**

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

**A.25 ASSIGNMENT OF AGREEMENT**

The successful proposer may not assign any agreement resulting from this Request for Proposals without the prior written approval of the Authority.

**A.26 FINANCIAL STABILITY**

The successful proposer may be required to demonstrate financial stability as evaluated at the sole discretion of the Authority.

**A.27 AUDITABLE RECORDS**

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

**A.28 TERMINATION**

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

**END OF SECTION A**



## **SECTION B**

### **PROJECT INFORMATION & REQUIREMENTS**

#### **B.01 Introduction**

Lee County Port Authority (“Authority”) invites the submission of proposals from interested and qualified firms to provide, install and implement a Public Meeting Agenda Management System Software Solution and to provide associated training and ongoing software maintenance and support.

#### **B.02 Port Authority Background Information**

The Authority is a political subdivision and special district of the State of Florida which is governed by a five-member Board of Port Commissioners (Lee County Commissioners). 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 over 10 million passengers in 2019, and is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve RSW with nonstop service throughout the United States and international service to Canada and Germany. A terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest in the nation and offering a top-rated travel experience. The airport is currently undertaking a \$219 million expansion project to meet the demands of increased passenger traffic.

The Authority operates Base Operations at Page Field (FMY), the airport's sole fixed base operator (FBO). Page Field is a thriving, award-winning airport that is home to more than 325 aircraft. As the designated reliever airport for RSW, it handled more than 98,000 operations in 2018, and has a regional economic benefit of \$385 million. Base Operations at Page Field opened in 2011, offering superior private aviation services at exceptional value. The facility is consistently recognized as one of the top-rated FBOs in North America.

The Authority operates as an enterprise fund and does not use Lee County property tax dollars in airport operations or expansion. Additional information about RSW and FMY is available online at [www.flylcpa.com](http://www.flylcpa.com).

#### **B.03 Purpose**

The Authority currently utilizes an agenda management system known as SIRE Agenda Plus (SIRE). SIRE is at the end of its useful life as it is no longer being supported by Hyland, the manufacturer of the product. The Authority is seeking to replace SIRE with a robust agenda management software system solution to efficiently and effectively manage the agenda management process in an automated environment. Proposals are being requested for a proposed solution that will facilitate the management of agenda items through workflow in a centralized location where staff may view, edit, retrieve, and share information.

The proposed solution must consist of software to facilitate the management of agenda



items requiring advisory committee and governing board approval. The proposed system must allow submission of agenda items in a centralized location where the items can be viewed and all authorized staff has the ability to save, retrieve, review and make changes to the document(s) as needed.

The proposed system must meet these minimum requirements:

- A. Must be scalable and deployed to support future growth;
- B. The system licensing must be flexible enough to accommodate a dynamically changing user count. Proposer must provide detailed information to explain flexibility of licensing;
- C. Must be compatible with LCPA IT Virus protection (Trend Micro) and Backup solution;
- D. For web interfaces, must use LCPA IT SSL certificate;
- E. The system must allow SAML 2.0 or LDAP authentication;
- F. The system must support unlimited user view of content published to the internet.

For all solutions proposed, it shall be expressly understood that the Authority shall maintain customer ownership of all content and possess control of access to all data at all times.

#### **B.04 Agenda Item - Existing Process Overview**

The Authority prepares and submits agenda items for consideration by an advisory committee and a governing body. The Airport Special Management Committee (ASMC) provides advisory review and in turn makes recommendations to the Board of Port Commissioner's (BOPC) for board approval when such approvals are required in the conduct of airport business.

Currently agenda items are prepared through SIRE on forms known as "Green Sheets". Green Sheets contain information about the item, including a suggested motion, term, funding source, stated purpose, and the requestor's name and division. Relevant supporting documentation is attached to the Green Sheet as appropriate. Then, the Green Sheet is routed for the review and approval of designated Authority departments and divisions, then to the Port Attorney for legal review.

In the existing system, the routing and approval process for each Green Sheet requires a two-step process. First, an initiator starts an agenda item in SIRE and submits the Green Sheet for review through the divisional chain of command for review and editing. Once the review process is finished, step two is launched. In step two, the divisional deputy executive director pushes the item into the approval path. Each approver in the path reviews and approves the Green Sheet through a digital signature. Once the Green Sheet is fully approved and signed by the executive director, the workflow ends.



A sample Green Sheet is attached herein as Exhibit 1. Routine information that is required to appear on every Green Sheet includes:

1. Requested Motion – Describes the action being considered by the ASMC/ BOPC;
2. Term – Date or a date range;
3. Funding Source – Describes the source and amount of the funds needed, if applicable;
4. What Action Accomplishes – Describes what the approval will accomplish.

Once all items scheduled for a particular meeting are approved by Authority staff the agenda coordinator compiles the meeting agenda and agenda packet, which is a compilation of each Green Sheet and its associated supporting documents. The meeting agenda and the agenda packet are uploaded through SIRE to the Authority’s website. Email notifications are sent to all individuals who are set up to receive agenda materials electronically.

The meeting agenda and agenda packets are printed for individuals who prefer paper. This process is followed for both the ASMC meeting and the BOPC meeting.

**B.05 Agenda Item - Existing User Roles**

Currently there are four roles assigned to users in the existing system, View (view only), Typist, Initiator, and Approver (Approver can complete all previous roles).

**B.06 Creating an Agenda in the Proposed System**

The proposed system must include the following features or provide acceptable alternates. Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, proposer shall describe the alternative being proposed:

- A. Allow users to select a meeting date from a list of available dates based on a specific type of meeting;
- B. The system must include functionality for cut, copy, paste, undo and spell check, and allow for “drag and drop” and “cut and paste” operations for organizing folders and documents;
- C. Ability to limit the number of characters in designated sections of the Green Sheet and automatically notify user when the limit is reached;
- D. Notify user of inactivity or timing out when entering data for a Green Sheet;
- E. Ability to retrieve previous paperwork and attach to present agenda item;
- F. Include a mobile solution to enable uploading, editing and reviewing agenda items;





- G. Ability to provide scalable electronic plans online;
- H. Ability for administrator to edit agenda items at any point in the workflow;
- I. Agenda packet, including maps or graphics and other supporting documents, can be produced utilizing and supporting insertion of documents in multiple commonly used file formats (i.e. Word, PDF, Excel, JPEG, etc.);
- J. Capability to reorder agenda items as a single item or as multiple items at any stage of the review and approval process;
- K. Capability to have the system create an ADA-compliant index for the entire agenda package;
- L. Capability to have the system item number and date the pages in the entire agenda package;
- M. Allow private document notetaking, preferably right on the agenda document.

**B.07 Proposed System Workflow – Agenda Modification and Storage**

Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

A sample workflow map has been provided at Exhibit B. Proposers must submit their proposed workflow map in substantially the same detail, or greater detail.

The following features shall be provided in the proposed system:

- A. Display names and contact information for the users involved at each workflow step;
- B. For auditing purposes, include a customized report creation feature to obtain flow charts for each item on the agenda and current status information;
- C. A notes field attached to each item to provide direction to reviews and approvals, viewable during and after the workflow process;
- D. Automated E-mail notifications to staff for:
  - a. Beginning-to-end of process
  - b. Inter-department approvers
  - c. Deadline alarm
  - d. Returned for edit/correction
- E. The system must support strict access to the data (based on permissions);



- F. A Green Sheet, once created, can be edited but not replaced, removed, deleted or rejected except by authorized administrative personnel;
- G. Allow tentative items to be added to agenda items as placeholders prior to meetings and to serve as a testing/training environment.
- H. The system must be able to track version count. If the system does not have this capability, proposer shall describe an alternative means for keeping version count.

**B.08 Proposed System - Agenda Distribution Features**

Authority expects that the proposed system will be capable of being set up to support the following features and functionality. If a feature and/or functionality are not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. Capable of printing all items on the agenda (with or without supporting documentation) and must be able to format the pages for printing on user designated printing devices;
- B. Capable of printing a summarized agenda;
- C. Allows for the configuration of the web display and be accessible for public as well as internal users;
- D. System must be capable of publishing documents simultaneously to multiple websites using various electronic platforms and all published documents must be ADA AA compliant;
- E. Require user-friendly platform/interface. Must be simple and easy to learn.

**B.09 Proposed System - General Features and Input/Output Requirements**

Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. The proposed system shall accommodate the inclusion of at least the information attached in Exhibit A and also accommodate an expanded background section;
- B. Staff must be able to provide input based on designated permissions and privileges;
- C. The system must support scanned images. The Authority will import scanned versions of hard copies;



- D. The system must be able to generate two (2) different sheets (see Exhibit A and A-1 Green and Blue Sheet);
- E. The system must support publishing to the internet using various electronic platforms and must be ADA AA compliant.
- F. Provide context-sensitive help;
- G. Allow for permanent retention of all agenda materials;
- H. Document tracking/history beginning to end in real-time;
- I. Allow for future redesign of workflow;
- J. Automatically save additions to the agenda at regular intervals to protect from crashes or other computer malfunctions;
- K. Allow security levels with different privileges for different user groups and different stages of the agenda;
- L. Prevent the scheduling of meetings or creation of items for meetings past deadlines;
- M. Handle up to 50 agenda items with backup materials;
- N. The system must provide an integrated user interface that facilitates visually defining and adjusting workflow processing as required by the agenda coordinator;
- O. Ability to notify users by email when a workflow task requires their attention;
- P. Ability to audit changes by user name, automatically sending email notifications to all in the review and approval path indicating when documents have been changed or altered;
- Q. System must allow users to digitally sign documents via PIN or digitized signature;
- R. Provide for inter-departmental or division review in the client-defined workflow prior to routing item through the approval process;



- S. Only the originating division must be able to access an item, or send item for collaboration to someone in another division, before the approval process begins;
- T. Allow divisional deputy executive director (DED) to send an item to another DED for review;
- U. Allow internal staff to not only initiate items but follow them through the entire process through publication;
- V. Secure log-in must be available, allowing log-in for department & inter-department access by those given these rights;
- W. Ability for the user or the administrator to delegate approval responsibilities;
- X. Allow users to retrieve lost/forgotten passwords;
- Y. Allow users to change their password
- Z. The system must be compliant with encrypted PDF files like those produced by DocuSign or any other e-signature platforms.

**B.10 Proposed System - Functional Requirements**

The system proposed must be configured to provide the following functional requirements. Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. Authorized staff will access documents directly from their desktop and remotely and be able to access, read, modify, save and publish;
- B. The system proposed will support multiple meetings and multiple meeting types at once;
- C. The ability to add walk-on items (A walk-on is an item added to a meeting agenda after a fixed deadline has passed);
- D. Ability of the agenda administrator to make customizable formatting adjustments during the review and approval process;



- E. Allow new templates to be added, created, and saved;
- F. Ability to easily copy or move agenda items between the ASMC meetings and BOPC meetings;
- G. Provide in-house administrative/system maintenance rights to update or modify the routing of requests and to update or modify meeting calendars;
- H. Automatically renumber agenda items when editing;
- I. Support multiple file uploads at one time. Proposers must provide detailed information regarding upload size limitations;
- J. Ability to enter vote history results by each voting member, viewable by item voted on (motion approvals);
- K. Automatic date change in the event an item is moved to a different meeting;
- L. Ability to compile meeting minutes from the completed agenda and publish the minutes to the Authority's website.

**B.11 Proposed System - Performance Requirements**

Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. The proposed system will offer a dedicated search engine designed to provide fast indexed retrieval of stored documents. If the proposed system does not have a dedicated search engine for fast retrieval of stored documents, propose an alternate method for accomplishing the goal.
- B. The proposed system will provide a user-customizable interface for folder and document manipulation (renaming and re-organizing).

**B.12 Proposed System - Systems and Communication Requirements**

Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. The system must be able to work with any standard PC running Windows XP or higher and Mac OS 10.5 or higher.



- B. The system must be compatible with Active Directory software distribution tools and provide for automated upgrade and software patching deployments.
- C. The system must provide secure access to folders and documents via the internet.
- D. The system configuration must allow patch and update testing without impacting the live production data.
- E. The system must support Google Chrome browser.

**B.13 Proposed System - Security Requirements**

Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. The system must be configured and operate in a fashion that protects the integrity of the data and prevents unauthorized access and view as defined by Authority;
- B. Proposer shall provide role-based access accounts to enforce individual's assigned duties and responsibilities are consistent with the business interests of Authority;
- C. Proposer shall implement and use a Content Security Policy (CSP) and/or employ JavaScript defenses to prevent clickjacking from malicious origins;
- D. Proposer must implement and use Transport Layer Security (TLS);
- E. Proposer must ensure both passive and active resources that are loaded through protocols using TLS, such as HTTPS;
- F. All resources — whether on the same origin or not — must be loaded over secure channels;
- G. Sites must use HTTPS (or other secure protocols) for all communications;
- H. Websites must redirect to HTTPS, API endpoints must disable HTTP entirely;
- I. Maximum risk sites must enable the use of HTTP Public Key Pinning (HPKP);
- J. Implement and use Cross-Site Request Forgeries (CSRF) Prevention;
- K. Ensure all cookies use the Secure flag and all session cookies use the Http Only flag;
- L. Ensure content is not visible via cross-origin resource sharing (CORS) files or headers;



- M. Implement and use Sub-Resource Integrity (SRI);
- N. Must be SAML 2.0 or LDAP compatible for authentication.
- O. Cloud hosted solutions must provide evidence of FEDRAMP ATO or P-ATO certification

**B.14 Proposed System - Backup and Recovery Requirements**

Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. All Green Sheets will be stored indefinitely.
- B. The system must allow daily backup of all changed data, including document version and user settings.
- C. The system must allow and facilitate the restoration of deleted data within at least one hour.
- D. The system must have the option for users to save documents to removable devices.

**B.15 Proposed System - Support Considerations**

Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. Support for the system may be provided by the Authority. Proposer shall explain the various levels of support that are available. Proposer shall also describe training programs that are available and provide associated costs.
- B. Software maintenance may be required. Proposer shall explain the various levels of software maintenance and provide itemized pricing for Authority's consideration during negotiations. Proposers shall detail the various levels of support and maintenance packages and provide costs by level.
- C. Select Authority staff will require user training. Proposer shall describe in detail the type of training offered and the number of sessions being proposed.
- D. The system proposed must not require any specialized software or hardware not packaged with the system for normal operations and maintenance.

**B.16 Proposed System - Hardware Requirements**

Proposers must indicate in their proposals if each of the elements identified below are a



part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. Cloud-hosted solutions are preferred;
- B. Tracking and system administrator notifications for all critical error messages.
- C. The system must provide diagnostic system logs for any non-informational error that occurs during normal system operations.
- D. The system hardware must provide notifications for component failures and overheating.
- E. The system will not be a hardware appliance solution (closed hardware architecture).
- F. The server will be installed in Port Authority's VMWare infrastructure and would need to be compatible with ESXI 6.5 or later.
- G. If proposing a locally hosted system, the Server OS must be compatible with Windows Server 2016 or later.

**B.17 Proposed System - Software Characteristics**

Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. The proposed system must notify all appropriate users when changes are made to the documents they're working on and who made the changes.
- B. Allow users to interact with each other using some sort of instant messaging.

**B.18 Proposed System - Usability Requirements**

Proposers must indicate in their proposals if each of the elements identified below are a part of the proposed system software, and if so, if the feature is standard or customized. If a feature is not included in the proposed software system, the proposer shall describe the alternative being proposed.

- A. The system must be configurable and automatically adjust for screen size. Propose an alternative to meeting this goal if the proposed system does not offer this ability.
- B. It is desired that the system allow for system and content administrators to perform their administration without requiring multiple logins.
- C. The system must provide searchable help (offline/online) that lists how to perform every available function.





- D. Authority desires reports to be viewable on-screen in 800X600 or greater format and offer a printing option. Please describe any proposed alternative.
- E. The proposed system will be deployed in a test environment and all data imported and verified prior to going live in production. If an alternate method is proposed, please provide details.

### **B.19 Bill of Materials**

A Bill of Materials (BOM) showing all hardware and software provided under this contact is required including:

- A. Model/product numbers
- B. Quantity required
- C. Spares included
- D. Unit list price and discounted unit price
- E. End of support date (if any)
- F. Warranty period after cutover

### **B.20 Training and/or Technical Support**

Successful proposer may be required to provide training along with documentation specific to automating business processes and making frequent process adjustments without external expertise.

- A. Proposers will provide examples of documentation available and describe the extent of training and the frequency at which training is offered in its response to this RFP.
- B. The successful proposer shall provide warranty and maintenance and operational support for two years after systems acceptance by Authority. The proposer shall also provide two additional optional three year terms of maintenance and operational services. Proposers must provide the cost for each optional three year term in its response to this RFP.

### **B.21 Installation Services**

Successful proposer will be responsible for communication and coordination of all requirements for complete installation of the proposed solution. The Authority will provide access and space for the hardware.

Installation services are expected to occur during normal business hours. Proposers shall provide the cost for installation services and an implementation schedule in its response to this RFP.



**B.22 Warranty and Ongoing Support**

Proposer must describe Proposer's capability in the provision of warranty services and ongoing support of the proposed system past the warranty period. The warranty described will include post-installation services support. Services are to be based on high, medium and low severity incidents. Proposers shall provide warranty details and the annual cost for ongoing support categorized by the level of severity. Proposers must provide the annual cost for each year after expiration of the warranty period up to five years.

**B.23 Software Maintenance**

The successful proposer must provide software support for the term of the contract.

1) The successful proposer is required to maintain all software and firmware at its most current release during the contract period following system acceptance.

2) Updates may be done in the course of preventative maintenance visits. Authority must be advised with two weeks advance notice that a new software release is available, and that notice must outline all of the enhancements, fixes, and its issues corrected by the new software release and any remaining known problems. Authority may elect not to load one or more releases and this shall not void the software support warranty.

**B.24 Responsibilities of the Authority**

Proposers shall indicate any requirements of the Authority to provide hardware, licensing, or other infrastructure necessary to support the proposed system solution.

**END OF SECTION B**



## **SECTION C**

### **CONTENT AND ORGANIZATION OF PROPOSAL**

The information each proposer provides will be used to determine those proposers with the perceived ability to perform the scope of services as stated in this Request for Proposals, which may best meet the overall needs of the Authority. For more information, refer to Section D, Evaluation of Proposals.

#### **C.01 EVALUATION CRITERIA**

The information submitted in response to all elements of C.02, below, serves as the established evaluation criteria when determining the selection of a proposer and award of future work under this Request for Proposals.

#### **C.02 INFORMATION TO BE SUBMITTED**

All information identified in this section must be contained within your proposal.

The contents of each proposal shall be **separated** and **arranged with tabs in an 8.5" x 11" format and in the same order and following the same format as listed in this Section C.02,** identifying the response to each specific item.

#### **Section 1 – Minimum Qualifications**

To qualify for consideration, the proposer must present proof of any licensing or certification which is required by law to perform the services set forth in Section B, Project Information & Requirements. If no licensing or certification is required, the proposer shall indicate the same.

#### **Section 2 – Executive Summary**

Provide an executive summary including a brief statement of qualifications and an understanding of the Authority's goals and objectives. This information must not exceed three (3) pages.

#### **Section 3 – Key Personnel**

Provide the name, title address and telephone number of the individuals primarily responsible for the timely provision of all services. Indicate the person to whom all communications will be directed. Specify all other key personnel who will be integral to the delivery of services and explain their role.

Provide each key person's resume including professional credentials, area of expertise, individual roles and duties in providing the services described herein and email information.

#### **Section 4 – Experience**

Submit verifiable information to demonstrate experience of the proposer.

Provide a minimum of three references of past clients for which the Proposer has completed comparable projects to the project described herein.

For each reference, provide client name and address, client contact person and contact information, description of work, completion date of the project, total dollar



value of the contract and contract duration.

### **Section 5 – Process Overview**

Provide proposer's approach to delivering, testing and implementing the complete software system, including training.

Proposer must include a proposed workflow map in substantially the same detail as the workflow map provided in Exhibit B, attached.

Address the following points regarding process overview in the proposal:

- Define roles to identify who initiates and receives specific information
- Explain what information must be available for each function to be performed
- Address all compatibility issues
- Describe how the recommended process will meet the Authority's needs
- Describe the functional capability of the system from a mobile platform.
- Provide information to demonstrate whether the proposed product is expandable. Provide a brief explanation of other available modules.

### **Section 6 – Application Classifications**

Demonstrate the proposer's ability to provide a system in accordance with Part B of this RFP. For each element listed in Part B.06 – B.18, indicate which of the following classifications apply. For items that are Optional, Partially, or Custom, provide a brief explanation.

1. **Out-of-the-Box** - Function included without customization needed – configuration may be required.
2. **Included** - Basic functionality included but will require customization, which is included in the implementation quote.
3. **Optional** - Function can be fully provided through an optional module or a partnered third party product.
4. **Partially** - Function is partially available through an optional module or known third party product.
5. **Custom** - Function is only available through special custom programming.
6. **Not Available** - Function is not available.



### **Section 7 – Maintenance and Support**

Proposers must provide detailed information regarding the maintenance and support services offered in conjunction with the proposed system solution.

Include the service level agreements (SLA), escalation procedures for system issues and any remedies offered to the Authority for services that fall short in the SLA's.

### **Section 8 – Implementation**

Provide an implementation plan that also includes a schedule of all proposed training modules.

### **Section 9 – Training**

Proposer shall describe the types of classes and the extent of training for each person. Include the number of hours required for each person to be trained for the following roles:

- End Users: Training shall include direct training of staff and train the trainer training.
- IT Support Staff: Training shall include direct training of staff and train the trainer training.
- Agenda Administration Staff: Training shall include direct training on system tasks, account settings, and system backup and recovery.

Provide the trainer(s) biography, a course outline, duration for each training, maximum class size and learner prerequisites.

### **Section 10 – Licensing**

Provide detailed information to describe the flexibility of licensing and provide licensing options.

### **Section 11 - Exceptions**

Proposer shall indicate exceptions to any of the criteria stated in Part B where no alternate methodology or solution exists.

### **Section 12 – Fee Proposal**

- Provide a full itemized schedule of the cost of the proposed software.
- Provide licensing costs broken out by costs for a perpetual license, cost for a renewable annual license, and costs for renewable multi-year licenses.
- For a multi-years license, for how many years are you willing to fix fees? After that date, how are the license fees adjusted? If there are other licensing options, list them. Provide detailed information to explain the flexibility of all licensing options.



- Provide a fixed fee, not to exceed cost of the installation and implementation.
- Provide the costs for year one maintenance and support (immediately following the warranty period).
- Provide the itemized costs for year two – five of maintenance and support.
- For how many years are you willing to fix the maintenance fees?
- Provide itemized costs for any subsequent training that may be required after the initial training has been provided.
- Provide pricing for any optional services that are not part of the cost proposal.

### **Section 13 – Conflict of Interest/Business Ethics**

Proposers shall disclose any circumstance where the conduct of the proposer 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 must be stated.

The Authority desires to avoid any real or perceived conflicts of interest between the selected proposer's professional duties and obligations to the Authority and to any third party client during the term of the agreement.

In responding to this Request for Proposals, all proposers 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 of the agreement.

### **Section 14 – Requested Forms/Certifications/Licenses**

Proposer shall provide the following:

- Current Certificate of Insurance
- Current State of Florida License/Certification
- Completed, executed Forms 1 – 5

**END OF SECTION C**

## **PART D**

### **EVALUATION OF PROPOSALS**

#### **D.01 PROPOSAL EVALUATION**

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

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

The ASMC, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting proposals. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning.

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection shall be based on its review and evaluation of the proposals submitted by 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.

At the conclusion of its evaluations, the ASMC shall establish at a public meeting, by consensus, a list of at least three (3) proposers 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 proposers submitting proposals, it shall provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the circumstances.

The Board of Port Commissioners, after consideration of the recommendation(s) and order of preference reported by the ASMC, will take such action as it deems appropriate to approve, in order of preference, the firms that it deems most qualified



and capable to perform the required services, and authorize Authority staff to enter negotiations with the top ranked firm(s).

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

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

#### **D.02 AUTOMATIC DISQUALIFICATION**

Proposers shall be disqualified from consideration for award of an agreement for any of the following reasons:

- Failure to submit Proposer's Certification with the submitted proposal;
- Lobbying Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of Lee County Port Authority, individually or collectively, regarding this Request for Proposals;
- Collusion with the intent to defraud or other illegal practices upon the part of any proposer submitting a proposal;
- Being on the Convicted Vendors List;
- Being on any Scrutinized Companies List or otherwise ineligible to submit a proposal pursuant to Section 287.135, Florida Statutes; and
- Not being registered to do business in the state of Florida prior to submitting a proposal

#### **D.03 REVIEW OF PROPOSALS**

The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the proposer(s) whose proposal best meets the Authority's requirements.

In its review, the Staff Evaluation Committee may take some or all of the following actions:

- 1) Review all proposals pursuant to the evaluation factors stated herein;
- 2) List proposers in a recommended order of preference for further consideration by the ASMC in oral interviews, and presentations or;





- 3) Recommend a ranked order of preference of qualified proposers to the ASMC and Board of Port Commissioners; and
- 4) Receive written clarification of a submitted proposal.

**D.04 TENTATIVE SOLICITATION SCHEDULE**

The following tentative schedule is established for this solicitation. If subsequent evaluation such as oral presentations or interviews becomes necessary, the schedule will change. Notices of the receiving due date, Staff Evaluation Committee, Airports Special Management Committee (ASMC) and Board of Port Commissioners meetings are posted at [www.flylcpa.com/legalnotices/](http://www.flylcpa.com/legalnotices/). Please refer to the website for the latest available information and any updates to this schedule.

<b>February 3, 2021</b>	<b>Non-Mandatory Preproposal Meeting</b>
<b>February 10, 2021</b>	<b>Questions due by 5:00 pm</b>
<b>February 17, 2021</b>	<b>Addendum issued (if necessary)</b>
<b>February 26, 2021</b>	<b>RFP - Due - 2:00 PM</b>
<b>March 8, 2021</b>	<b>Staff Evaluation Meeting - (Confirm w/ LEGAL)</b>
<b>April 20, 2021</b>	<b>ASMC Meeting 1:30 pm</b>
<b>May 6, 2021</b>	<b>Joint Board Meeting - Approve ASMC Ranking Recommendations - 9:30 am</b>
<b>May 18, 2021</b>	<b>ASMC Meeting 1:30 pm - Oral Presentations/Ranking (if necessary)</b>
<b>June 24, 2021</b>	<b>Joint Board Meeting - Approve ASMC Ranking Recommendations - 9:30 am</b>
<b>TBD</b>	<b>Negotiation of Contract</b>
<b>July 20, 2021</b>	<b>ASMC Contract Approval - 1:30 pm</b>
<b>September 9, 2021</b>	<b>Joint Board Meeting Contract Approval - 9:30 am (final approval)</b>

**END OF PART D**



## **PART E** **NEGOTIATION OF AGREEMENT**

### **E.01 GENERAL**

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

### **E.02 NEGOTIATION**

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

### **E.03 AGREEMENT**

Each firm selected to perform services under this solicitation will be asked to enter an agreement containing general terms applicable to all services provided.

### **E.04 AWARD**

Award of any resulting agreement is subject to the approval of the Airports Special Management Committee and the Board of Port Commissioners.

**END OF PART E**



## **PART F**

### **INSURANCE, INDEMNIFICATION & BONDS**

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

No agreement will be made pursuant to this Request for Proposal until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful proposer. The successful proposer shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

#### **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.

Technology Professional Liability (Errors and Omissions) Insurance appropriate to Provider's profession, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as it undertaken by Provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well and regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

#### **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](mailto:riskmanagement@flylcpa.com)**

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

### **Policy on Request**

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 Proposal.

These obligations shall survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

**PROPOSAL BOND, PERFORMANCE AND PAYMENT BOND**

The following Bonds or Performance and Payment Guarantees are required if checked:

- Proposal Bond.** If checked, a proposal bond in the amount of \$00,000, which represents? The proposal bond must be included with the sealed proposal.
- If checked, in lieu of the proposal bond, the proposer may file an alternative form of security. Such alternative form of security may be in the form of a money order, a certified check, cashier's check or an irrevocable letter of credit issued to Lee County Port Authority.
- Performance Bond.** If checked, a performance bond or guarantee in the amount of \$000,000, shall be presented by the successful proposer within ten days of issuance of notice of intent to award.

**END OF PART F**



**FORM 1: PROPOSER’S CERTIFICATION**

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

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 Proposals. I agree that the Authority terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the RFP and agree to abide by all conditions of this document.

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

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

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER / FAX NUMBER
_____ FEDERAL IDENTIFICATION #	_____ EMAIL ADDRESS



**FORM 2: LOBBYING AFFIDAVIT**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

\_\_\_\_\_,  
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of \_\_\_\_\_ (proposer), maker of the attached proposal and that neither the Proposer nor its agents have lobbied to obtain an award of the agreement required by this Request for Proposals from Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of Lee County Port Authority, individually or collectively, regarding this Request for Proposals. The prospective proposer further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

\_\_\_\_\_  
AFFIANT

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_ (name of person, officer or agent, title of officer or agent), of \_\_\_\_\_ (Corporation or partnership, if applicable), a \_\_\_\_\_ (State of incorporation or partnership, if applicable), on behalf of the \_\_\_\_\_ (Corporation or partnership, if applicable). He/She is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of person taking acknowledgment

\_\_\_\_\_  
Name typed, printed, or stamped

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial or Commission No.)

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



**FORM 3: PUBLIC ENTITY CRIMES CERTIFICATION**

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

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

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

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

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

Notary Public – State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

(Type of identification) \_\_\_\_\_

\_\_\_\_\_  
Printed typed or stamped commissioned name of Notary Public





#### **FORM 4: SCRUTINIZED COMPANIES CERTIFICATION**

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

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING OFFICE FOR 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 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]



## **FORM 5: APPLICATION CLASSIFICATIONS**

**For each item listed below proposer must indicate which of the following classifications apply (see Part C, Section 6 for detailed classification information):**

- OB - Out of the Box**
- IN - Included**
- OPT - Optional**
- P - Partial**
- C - Custom**
- N/A- Not Available**

**In addition, provide a brief explanation or a proposed alternative as needed and attach.**

### **B.06 Creating an Agenda in the Proposed System**

- \_\_\_\_\_ (A) Allow users to select a meeting date from a list of available dates based on a specific type of meeting;
- \_\_\_\_\_ (B) The system must include functionality for cut, copy, paste, undo and spell check, and allow for “drag and drop” and “cut and paste” operations for organizing folders and documents;
- \_\_\_\_\_ (C) Ability to limit the number of characters in designated sections of the Green Sheet and automatically notify user when the limit is reached;
- \_\_\_\_\_ (D) Notify user of inactivity or timing out when entering data for a Green Sheet;
- \_\_\_\_\_ (E) Ability to retrieve previous paperwork and attach to present agenda item;
- \_\_\_\_\_ (F) Include a mobile solution to enable uploading, editing and reviewing agenda items;
- \_\_\_\_\_ (G) Ability to provide scalable electronic plans online;
- \_\_\_\_\_ (H) Ability for administrator to edit agenda items at any point in the workflow;
- \_\_\_\_\_ (I) Agenda packet, including maps or graphics and other supporting documents, can be produced utilizing and supporting insertion of documents in multiple commonly used file formats (i.e. Word, PDF, Excel, JPEG, etc.);
- \_\_\_\_\_ (J) Capability to reorder agenda items as a single item or as multiple items at any stage of the review and approval process;



\_\_\_\_\_ (K) Capability to have the system create an ADA-compliant index for the entire agenda package;

\_\_\_\_\_ (L) Capability to have the system item number and date the pages in the entire agenda package;

\_\_\_\_\_ (M) Allow private document notetaking, preferably right on the agenda document.

NOTES: \_\_\_\_\_  
\_\_\_\_\_

**B.07 Proposed System Workflow – Agenda Modification and Storage**

\_\_\_\_\_ (A) Display names and contact information for the users involved at each workflow step;

\_\_\_\_\_ (B) For auditing purposes, include a customized report creation feature to obtain flow charts for each item on the agenda and current status information;

\_\_\_\_\_ (C) A notes field attached to each item to provide direction to reviews and approvals, viewable during and after the workflow process;

\_\_\_\_\_ (D) Automated E-mail notifications to staff for:  
i. Beginning-to-end of process  
ii. Inter-department approvers  
iii. Deadline alarm  
iv. Returned for edit/correction

\_\_\_\_\_ (E) The system must support strict access to the data (based on permissions);

\_\_\_\_\_ (F) A Green Sheet, once created, can be edited but not replaced, removed, deleted or rejected except by authorized administrative personnel;

\_\_\_\_\_ (G) Allow tentative items to be added to agenda items as placeholders prior to meetings and to serve as a testing/training environment.

\_\_\_\_\_ (H) The system must be able to track version count. If the system does not have this capability, the proposer shall describe an alternative means for keeping version count.



NOTES: \_\_\_\_\_

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**B.08 Proposed System - Agenda Distribution Features**

\_\_\_\_\_ (A) Capable of printing all items on the agenda (with or without supporting documentation) and must be able to format the pages for printing on user designated printing devices;

\_\_\_\_\_ (B) Capable of printing a summarized agenda;

\_\_\_\_\_ (C) Allows for the configuration of the web display and be accessible for public as well as internal users;

\_\_\_\_\_ (D) System must be capable of publishing documents simultaneously to multiple websites using various electronic platforms and all published documents must be ADA AA compliant;

\_\_\_\_\_ (E) Require a user-friendly platform/interface. Must be simple and easy to learn.

NOTES: \_\_\_\_\_

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**B.09 Proposed System - General Features and Input/Output Requirements**

\_\_\_\_\_ (A) The proposed system shall accommodate the inclusion of at least the information attached in Exhibit A and also accommodate an expanded background section;

\_\_\_\_\_ (B) Staff must be able to provide input based on designated permissions and privileges;

\_\_\_\_\_ (C) The system must support scanned images. The Authority will import scanned versions of hard copies;

\_\_\_\_\_ (D) The system must be able to generate two (2) different sheets (see Exhibit A and A-1 Green and Blue Sheet);

\_\_\_\_\_ (E) The system must support publishing to the internet using various electronic platforms and must be ADA AA compliant.

\_\_\_\_\_ (F) Provide context-sensitive help;



- \_\_\_\_\_ (G) Allow for permanent retention of all agenda materials;
- \_\_\_\_\_ (H) Document tracking/history beginning to end in real-time;
- \_\_\_\_\_ (I) Allow for future redesign of workflow;
- \_\_\_\_\_ (J) Automatically save additions to the agenda at regular intervals to protect from crashes or other computer malfunctions;
- \_\_\_\_\_ (K) Allow security levels with different privileges for different user groups and different stages of the agenda;
- \_\_\_\_\_ (L) Prevent the scheduling of meetings or creation of items for meetings past deadlines;
- \_\_\_\_\_ (M) Handle up to 50 agenda items with backup materials;
- \_\_\_\_\_ (N) The system must provide an integrated user interface that facilitates visually defining and adjusting workflow processing as required by the agenda coordinator;
- \_\_\_\_\_ (O) Ability to notify users by email when a workflow task requires their attention;
- \_\_\_\_\_ (P) Ability to audit changes by user name, automatically sending email notifications to all in the review and approval path indicating when documents have been changed or altered;
- \_\_\_\_\_ (Q) System must allow users to digitally sign documents via PIN or digitized signature;
- \_\_\_\_\_ (R) Provide for inter-departmental or division review in the client-defined workflow prior to routing item through the approval process;
- \_\_\_\_\_ (S) Only the originating division must be able to access an item, or send item for collaboration to someone in another division, before the approval process begins;
- \_\_\_\_\_ (T) Allow divisional deputy executive director (DED) to send an item to another DED for review;
- \_\_\_\_\_ (U) Allow internal staff to not only initiate items but follow them through the entire process through publication;
- \_\_\_\_\_ (V) Secure log-in must be available allowing log-in for department & inter-department access by those given these rights;



- \_\_\_\_\_ (W) Ability for the user or the administrator to delegate approval responsibilities;
- \_\_\_\_\_ (X) Allow users to retrieve lost/forgotten passwords;
- \_\_\_\_\_ (Y) Allow users to change their password
- \_\_\_\_\_ (Z) The system must be compliant with encrypted PDF files like those produced by DocuSign or any other e-signature platforms.

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**B.10 Proposed System - Functional Requirements**

- \_\_\_\_\_ (A) Authorized staff will access documents directly from their desktop and remotely and be able to access, read, modify, save and publish;
- \_\_\_\_\_ (B) The system proposed will support multiple meetings and multiple meeting types at once;
- \_\_\_\_\_ (C) The ability to add walk-on items (A walk-on is an item added to a meeting agenda after a fixed deadline has passed);
- \_\_\_\_\_ (D) Ability of the agenda administrator to make customizable formatting adjustments during the review and approval process;
- \_\_\_\_\_ (E) Allow new templates to be added, created, and saved;
- \_\_\_\_\_ (F) Ability to easily copy or move agenda items between the ASMC meetings and BOPC meetings;
- \_\_\_\_\_ (G) Provide in-house administrative/system maintenance rights to update or modify the routing of requests and to update or modify meeting calendars;
- \_\_\_\_\_ (H) Automatically renumber agenda items when editing;
- \_\_\_\_\_ (I) Support multiple file uploads at one time. Proposers must provide detailed



information regarding upload size limitations;

\_\_\_\_\_ (J) Ability to enter vote history results by each voting member, viewable by item voted on (motion approvals);

\_\_\_\_\_ (K) Automatic date change in the event an item is moved to a different meeting;

\_\_\_\_\_ (L) Ability to compile meeting minutes from the completed agenda and public the minutes to the Authority's website.

NOTES: \_\_\_\_\_

**B.11 Proposed System - Performance Requirements**

\_\_\_\_\_ (A) The proposed system will offer a dedicated search engine designed to provide fast indexed retrieval of stored documents. If the proposed system does not have a dedicated search engine for fast retrieval of stored documents, propose an alternate method for accomplishing the goal.

\_\_\_\_\_ (B) The proposed system will provide a user-customizable interface for folder and document manipulation (renaming and re-organizing).

NOTES: \_\_\_\_\_

**B.12 Proposed System - Systems and Communication Requirements**

\_\_\_\_\_ (A) The system will be able to work with any standard PC running Windows XP or higher and Mac OS 10.5 or higher.

\_\_\_\_\_ (B) The system must be compatible with Active Directory software distribution tools and provide for automated upgrade and software patching deployments.

\_\_\_\_\_ (C) The system must provide secure access to folders and documents via the internet.

\_\_\_\_\_ (D) The system configuration must allow patch and update testing without impacting the live production data.

\_\_\_\_\_ (E) The system must support Google Chrome browser.



NOTES: \_\_\_\_\_

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**B.13 Proposed System - Security Requirements**

\_\_\_\_\_ (A) The system must be configured and operate in a fashion that protects the integrity of the data & prevents unauthorized access & view as defined by the Authority;

\_\_\_\_\_ (B) Proposer shall provide role-based access accounts to enforce individual's assigned duties & responsibilities are consistent with Authority business interests;

\_\_\_\_\_ (C) Proposer shall implement and use a Content Security Policy (CSP) and/or employ JavaScript defenses to prevent clickjacking from malicious origins;

\_\_\_\_\_ (D) Proposer must implement and use Transport Layer Security (TLS);

\_\_\_\_\_ (E) Proposer must ensure both passive and active resources that are loaded through protocols using TLS, such as HTTPS;

\_\_\_\_\_ (F) All resources, whether the same origin or not, to be loaded over secure channels;

\_\_\_\_\_ (G) Sites must use HTTPS (or other secure protocols) for all communications;

\_\_\_\_\_ (H) Websites must redirect to HTTPS, API endpoints must disable HTTP entirely;

\_\_\_\_\_ (I) Maximum risk sites must enable the use of HTTP Public Key Pinning (HPKP);

\_\_\_\_\_ (J) Implement and use Cross-Site Request Forgeries (CSRF) Prevention;

\_\_\_\_\_ (K) Ensure all cookies use the Secure flag & all session cookies use Http Only flag;

\_\_\_\_\_ (L) Ensure content is not visible via cross-origin resource sharing (CORS) files or headers;

\_\_\_\_\_ (M) Implement and use Sub-Resource Integrity (SRI);





\_\_\_\_\_ (N) Must be SAML 2.0 or LDAP compatible for authentication.

\_\_\_\_\_ (O) Cloud hosted solutions must provide evidence of FEDRAMP ATO or P-ATO certification

NOTES: \_\_\_\_\_

\_\_\_\_\_

**B.14 Proposed System - Backup and Recovery Requirements**

\_\_\_\_\_ (A) All Green Sheets will be stored indefinitely.

\_\_\_\_\_ (B) The system must allow daily backup of all changed data, including document version and user settings.

\_\_\_\_\_ (C) The system allows & facilitates restoration of deleted data within at least 1 hour.

\_\_\_\_\_ (D) The system must allow users to save documents to removable devices.

NOTES: \_\_\_\_\_

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**B.15 Proposed System - Support Considerations**

\_\_\_\_\_ (A) Support for the system may be provided by the Authority. Proposer shall explain the various levels of support that are available. Proposer shall also describe training programs that are available and provide associated costs.

\_\_\_\_\_ (B) Software maintenance may be required. Proposer shall explain the various levels of software maintenance and provide itemized pricing for Authority's consideration during negotiations. Proposers shall detail the various levels of support and maintenance packages and provide costs by level.

\_\_\_\_\_ (C) Select Authority staff will require user training. Proposer shall describe in detail the type of training offered and the number of sessions being proposed.

\_\_\_\_\_ (D) The system proposed must not require any specialized software or hardware not packaged with the system for normal operations and maintenance.



NOTES: \_\_\_\_\_

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**B.16 Proposed System - Hardware Requirements**

- \_\_\_\_\_ (A) Cloud-hosted solutions are preferred;
- \_\_\_\_\_ (B) Tracking and system administrator notifications for all critical error messages.
- \_\_\_\_\_ (C) The system must provide diagnostic system logs for any non-informational error that occurs during normal system operations.
- \_\_\_\_\_ (D) The system hardware must provide notifications for component failures and overheating.
- \_\_\_\_\_ (E) The system will not be a hardware appliance solution (closed hardware architecture).
- \_\_\_\_\_ (F) The server will be installed in Port Authority's VMWare infrastructure and would need to be compatible with ESXI 6.5 or later.
- \_\_\_\_\_ (G) If proposing a locally hosted system, the Server OS must be compatible with Windows Server 2016 or later.

NOTES: \_\_\_\_\_

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**B.17 Proposed System - Software Characteristics**

- \_\_\_\_\_ (A) The proposed system must notify all appropriate users when changes are made to the documents they're working on and who made the changes.
- \_\_\_\_\_ (B) Allow users to interact with each other using some sort of instant messaging.

NOTES: \_\_\_\_\_

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**B.18 Proposed System - Usability Requirements**

\_\_\_\_\_ (A) The system must be configurable and automatically adjust for screen size. Propose an alternative to meeting this goal if the proposed system does not offer this ability.

\_\_\_\_\_ (B) It is desired that the system allow for system and content administrators to perform their administration without requiring multiple logins.

\_\_\_\_\_ (C) The system must provide searchable help (offline/online) that lists how to perform every available function.

\_\_\_\_\_ (D) Authority desires reports to be viewable on-screen in 800X600 or greater format and offer a printing option. Please describe any proposed alternative.

\_\_\_\_\_ (E) The proposed system will be deployed in a test environment and all data imported and verified prior to going live in production. If an alternate method is proposed, please provide details.

NOTES: \_\_\_\_\_  
\_\_\_\_\_

**End of Form 5**



**EXHIBIT 1 - SAMPLE GREEN SHEET**

**BOARD OF PORT COMMISSIONERS  
OF THE  
LEE COUNTY PORT AUTHORITY**

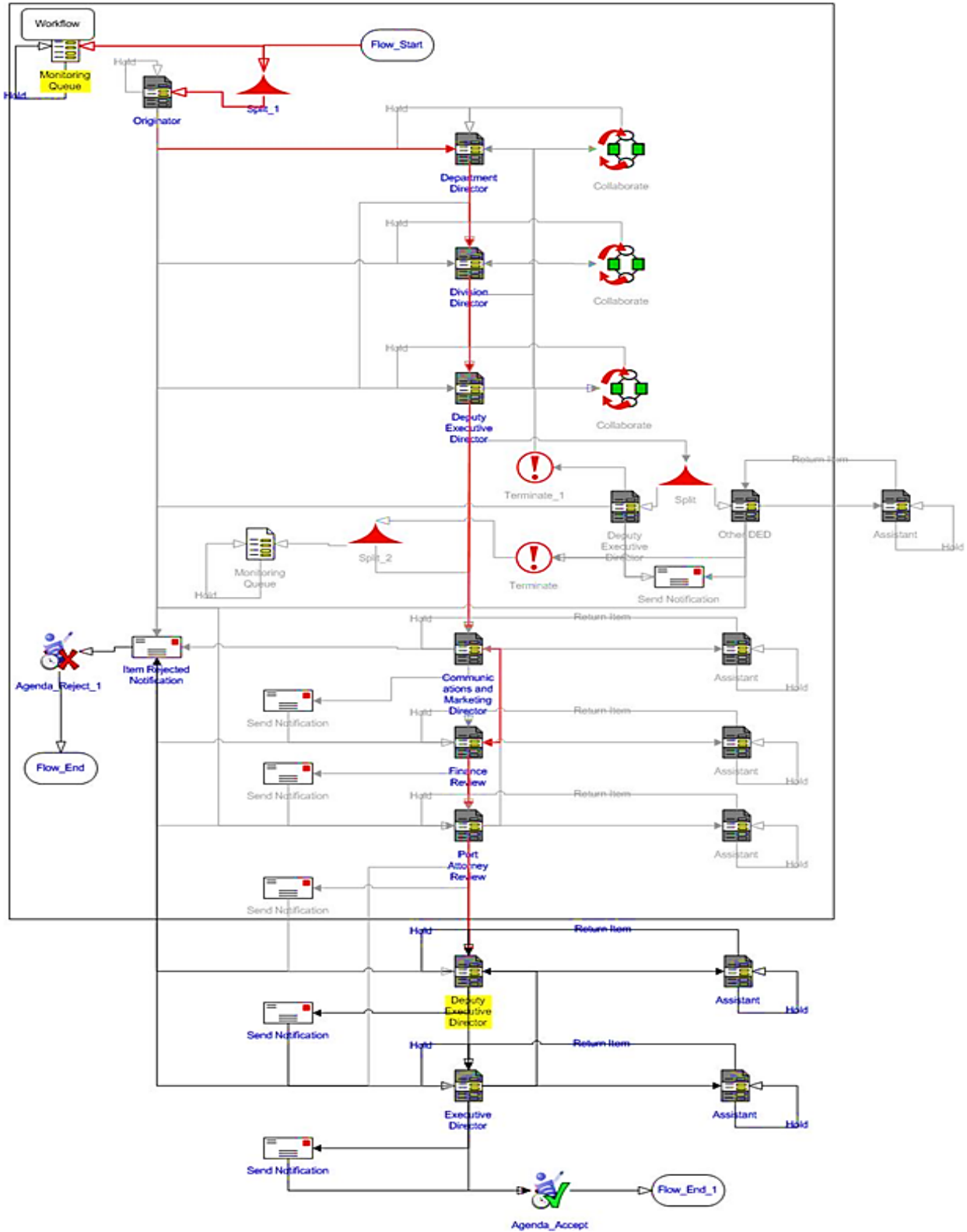
<p><b>1. <u>REQUESTED MOTION/PURPOSE:</u></b></p> <p><b>2. <u>FUNDING SOURCE:</u></b></p> <p><b>3. <u>TERM:</u></b></p> <p><b>4. <u>WHAT ACTION ACCOMPLISHES:</u></b></p>	<p><b>5. <u>CATEGORY:</u></b> Budgeting, Purchases, Contracts and Agreements</p> <hr/> <p><b>6. <u>ASMC MEETING DATE:</u></b></p> <p><b>7. <u>BoPC MEETING DATE:</u></b></p>				
<p><b>8. <u>AGENDA:</u></b></p> <p>_____ CEREMONIAL/PUBLIC PRESENTATION</p> <p>_____ CONSENT</p> <p>_____ ADMINISTRATIVE</p>	<p><b>9. <u>REQUESTOR OF INFORMATION:</u></b> (ALL REQUESTS)</p> <p>NAME _____</p> <p>DIV. _____</p>				
<p><b>10. <u>BACKGROUND:</u></b></p>          					
<p><b>11. <u>RECOMMENDED APPROVAL</u></b></p>					
<p>DEPUTY EXEC DIRECTOR</p>	<p>COMMUNICATIO NS &amp; MARKETING</p>	<p>OTHER</p>	<p>FINANCE</p>	<p>PORT ATTORNEY</p>	<p>EXECUTIVE DIRECTOR</p>
<p><b>12. <u>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</u></b></p> <p>APPROVED</p> <p>APPROVED as</p> <p>AMENDED</p> <p>DENIED</p> <p>OTHER</p>			<p><b>13. <u>PORT AUTHORITY ACTION:</u></b></p> <p>APPROVED</p> <p>APPROVED as</p> <p>AMENDED DENIED</p> <p>DEFERRED</p> <p>to OTHER</p>		



**EXHIBIT 1A - BLUE SHEET SAMPLE**

<b>Lee County Board of County Commissioners</b>				
<b>1. WORDING FOR AGENDA:</b>			<b>2. SUBJECT CATEGORY:</b>	
<b>FUNDING SOURCE:</b>			<b>3. MEETING DATE:</b>	
<b>4. AGENDA</b> <input type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <b>TIME REQUIRED:</b> (Public Only)	<b>5. REQUIREMENT/PURPOSE:</b> (Specify) <input type="checkbox"/> STATUTE <input type="checkbox"/> ORDINANCE <input type="checkbox"/> ADMIN. CODE <input type="checkbox"/> OTHER	<b>6. REQUESTOR OF INFORMATION:</b> A. (ALL REQUESTS) NAME _____ DIV. _____ B. (PUBLIC ONLY) CITIZEN NAME _____ CITIZEN PHONE _____		
<b>7. BACKGROUND:</b>				
<b>8. RECOMMENDED ACTION:</b>				
<b>9. RECOMMENDED APPROVAL</b>				
DIVISION DIRECTOR	COMMUNICATIONS & MARKETING	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<b>10. SPECIAL MANAGEMENT COMMITTEE ACTION:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> DEFERRED <input type="checkbox"/> OTHER  _____ Chairman			<b>11. PORT AUTHORITY ACTION:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> DEFERRED <input type="checkbox"/> OTHER	

# EXHIBIT B WORKFLOW



## AODocs

### Project Manager

Nathan Oberkofler, Senior AODocs Consultant

Since 2020

- Project Management, DMS Design and deployment
- File server, Lotus Notes & Sharepoint migrations
- Design training curricula

### Office Location

3280 Peachtree Rd NE  
Atlanta, GA 30305  
United States of America

### 5 Year Cost

\$140,000

### Application Requirements

70 Out of the Box, 14 Included 13 Partial, 1 Custom

### Key personnel:

Project Lead 10 years experience  
Consultant 5 years experience  
Tech lead 10 years experience  
VP Customer success manager 10 years experience  
Project Lead 1 year  
Consultant 1 year experience  
Technical lead 5 years experience

### Experience of Firm

LCPA eRPA system  
City and County of Broomfield  
City of Mesquite  
Portland Community College

### Overall Proposal

Staff felt this was the #2 best proposal. The company has a good reputation at the LCPA based on their successful implementation of the Electronic RPA program at the airport. The proposal's methodology was very clearly described in detail. The system integrates well with the business productivity suite - Google Workspace. Demonstrated a strong knowledge of content management. Did not list any specific agenda management experience.

### Municode

Project Manager

Not Listed

Office Location

Not Listed

5 Year Cost

\$48,500

Application Requirements

56 Out of the Box, 15 Included, 14 Partial, 11 Not Available, 3 Unanswered

Key personnel:

Not Listed

Experience:

Not listed

### Overall Proposal

Staff felt that this was the #3 best written proposal. Vendor does not explain their response to the application classifications. This makes it impossible to gauge how "partial" partial functionality is. Features are listed but not explained.

No project plan, no training plan, no key personnel. Highest number of partial or NA responses to requirements and did not answer important security questions.



**PrimeGov**

Project Manager

Jessica Waggoner, Director of Professional Services

- PrimeGov Director of Sales, August 2020 - Present
- Diligent (highest role: Team Lead specializing in state, local, and special districts) Jan 2018 – Aug 2020
- Granicus (highest role: Enterprise Sales Rep) Jan 2010 – Dec 2013

Office Location

4250 Drinkwater Blvd. Ste 300  
Scottsdale AZ, 85251

5 Year Cost

\$112,071

Application Requirements

0 Out of the Box, 86 Included 5 Partial, 4 Not available, 6 Custom

Key personnel:

Chairman - 2 years experience  
Director of Sales, 1 year experience  
Customer Success Manager 3 years experience  
Manager Professional Services 1 year experience  
Support Analyst 2 years experience

#### Experience of firm

1. Los Angeles Department of Water and Power (LAWDP)

LAWDP uses several of PrimeGov's solutions for its legislative management needs, including: Agenda Automation, Meeting Management (including Member Voting), Video Streaming, and Committee Manager.

2. Open Space Authority

Open Space Authority uses several of PrimeGov's solutions for its legislative management needs, including: Agenda Automation and Meeting Management (including Member Voting).

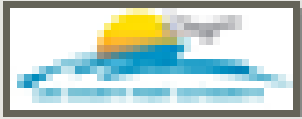
3. Omnitrans of San Bernardino County

Omnitrans uses several of PrimeGov's solutions for its legislative management needs, including: Agenda Automation and Meeting Management (including Member Voting).

#### Overall Proposal

Staff felt that this was the #1 best written proposal. Very complete and detailed. Fully described answers to functional requirements that were not out of the box or fully supported. Described their implementation plan in complete detail (Planning & Discovery, Implementation, project closure). Company demonstrated extensive and specific experience in agenda management implemented for government entities and has a full suite of modules that support development and creation of agendas and their software assists in meeting management.

## DILIGENCE MATRIX

RFP 21-13CDE AGENDA MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES for LEE COUNTY PORT AUTHORITY	Altirnao, Inc. dba AODocs	Municipal Code Corporation dba Municode	PrimeGov
	ADDRESS	149 East 36th St.	PO Box 2235
	CITY, STATE, ZIP	New York, NY 10016	Tallahassee, FL 32316
	PHONE/EMAIL	<a href="mailto:stephane@altirnao.com">stephane@altirnao.com</a>	<a href="mailto:950-692-7068/ghuggins@municode.com">950-692-7068/ghuggins@municode.com</a>
	WEBSITE	<a href="http://www.aodocs.com">www.aodocs.com</a>	<a href="http://www.municode.com">www.municode.com</a>
	SIGNATORY	Stephane Donze (CEO)	W. Eric Grant (President and CEO)
Content and Organization of Proposal			
SECTION 1 – MINIMUM QUALIFICATIONS	YES	YES	YES
notes:	<i>Does not indicate if licenses/certifications are required</i>	<i>Does not indicate if licenses/certifications are required</i>	<i>No licensing/certification is required</i>
SECTION 2 – EXECUTIVE SUMMARY	YES	YES	YES
notes:			
SECTION 3 – KEY PERSONNEL	YES	NO	YES
notes:		Not submitted	
SECTION 4 – PROPOSER'S EXPERIENCE	YES	NO	YES
notes:	Reference info incomplete	Not submitted	
SECTION 5 – PROCESS OVERVIEW	YES	NO	YES
notes:		Not submitted	
SECTION 6 – APPLICATION CLASSIFICATIONS	YES	YES	YES
notes:			
SECTION 7 – MAINTENANCE AND SUPPORT	YES	YES	YES
notes:			
SECTION 8 – IMPLEMENTATION	YES	NO	YES
notes:		Not submitted	
SECTION 9 – TRAINING	YES	YES	YES
notes:		Info is incomplete	
SECTION 10 – LICENSING	YES	NO	YES
notes:	No licensing included; will utilize existing AODocs system	Not submitted	Provided copy of its standard service agreement for reference, but does not reference licensing
SECTION 11 – Exceptions	YES	NO	YES
notes:	Integration w/ a third party site is not included in proposal	Not submitted	B.09Z and B.13 are not available
SECTION 12 - FEE PROPOSAL	YES	YES	YES
notes: Total Spend for First 5 yrs	\$140,000	\$48,500* (Yrs 2-5 subject to CPI)	\$112,071
SECTION 13 - CONFLICT OF INTEREST/BUSINESS ETHICS	YES	NO	YES
notes:		Not submitted	
SECTION 14 - REQUESTED FORMS/CERTIFICATIONS/LICENSING			
Form 1: Proposer's Certification	Acknowledged	Acknowledged	Acknowledged
Form 2: Lobbying Affidavit	✓	✓	✓
Form 3: Public Entity Crimes Certification	✓	✓	✓
Form 4: Scrutinized Companies Certification	✓	✓	✓
Form 5: Application Classifications	✓	✓	✓
Addendum 1	✓	✓	✓
COI	CHUBB Form	Not submitted	✓
<b>RECOMMENDED ORDER OF PREFERENCE BY SEC</b>			

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- |   |   |
|---|---|
| <p>1. <b>REQUESTED MOTION/PURPOSE:</b> Request Board accept an anonymous donation of \$25,000 toward the cost of constructing two handicapped parking spaces and two picnic tables at the Aircraft Observation Area.</p> <p>2. <b>FUNDING SOURCE:</b> N/A</p> <p>3. <b>TERM:</b> N/A</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Accepts a \$25,000 donation</p> | <p>5. <b>CATEGORY:</b> 6.<br/>Consent Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 4/20/2021</p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p> |
|---|---|

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

**10. BACKGROUND:**

The Airport recently received a donation of \$25,000. The donor, who requested to remain anonymous, has asked that the money go towards the cost of constructing two handicapped parking spaces and two handicapped picnic tables at the Aircraft Observation Area at Southwest Florida International Airport.

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Brian W. McGonagle</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

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



# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Request Board approve a contract amendment to On-Call General Repair and Maintenance and Project Services (Chris-Tel) contract to extend the contract time to start and complete the RSW Public Observation Area improvements.</p> <p>2. <b>FUNDING SOURCE:</b> Public Donation under Account 20861941231.503490, Other Contracted Services</p> <p>3. <b>TERM:</b> June 1, 2021 through November 30, 2021</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Provides a contract extension to complete the improvements.</p>	<p>5. <b>CATEGORY:</b> 7. Consent Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 4/20/2021</p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (ALL REQUESTS) NAME <u>Mark Fisher</u></p> <p>DIV. <u>Aviation</u></p>
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**10. BACKGROUND:**

The current Board approved agreement for On-Call General Repair and Maintenance and Project Services (Acting as General Contractor) held by Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris Tel Construction currently expires on June 1, 2021. LCPA staff is in the process of preparing a new Request for Proposals (RFP) for these services for future tasks and projects. With the Board's approval to accept a public donation for improvements to the RSW Observation Area, and the new RFP and subsequent agreement not yet in place, staff is requesting an extension of time to the Chris-Tel contract to perform this work. Work will include installation of two (2) handicap parking spots and two (2) benches at RSW's Public Observation Area with an estimated cost of approximately \$35,000. In order to allow for the successful completion of this work, the term of the Agreement for this task assignment only is requested to be extended to November 30, 2021 to allow for project completion. Other than this work, no new projects or tasks will be assigned to this contract after the May 31, 2021 contract expiration.

Attachments:  
Contract Number 7111 Second Amendment and Extension  
Task Authorization Proposal

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

<p>12. <b>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED <b>X (6-0)</b> APPROVED as AMENDED DENIED OTHER</p>	<p>13. <b>PORT AUTHORITY ACTION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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**LEE COUNTY PORT AUTHORITY**  
**SECOND AMENDMENT AND EXTENSION TO SERVICE PROVIDER**  
**AGREEMENT FOR ON-CALL GENERAL REPAIR AND MAINTENANCE AND**  
**PROJECT SERVICES (ACTING AS GENERAL CONTRACTOR)**  
**RFB #15-02**

THIS SECOND AMENDMENT AND EXTENSION is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 **CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC.**, a Florida corporation, d/b/a **CHRIS-TEL CONSTRUCTION** ("PROVIDER"), whose business address is 2534-A Edison Avenue, Fort Myers, Florida, 33901, Federal Identification Number 65-0384539, amending the Service Provider Agreement dated May 7, 2015, as amended by the First Amendment and Extension dated June 1, 2018 (collectively the Authority and Provider are referred to as the "Parties").

**WITNESSETH**

**WHEREAS**, the Agreement requires Provider to furnish on-call repair and maintenance and related project services on a continuing basis for the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

**WHEREAS**, Section 5.0 of the Agreement gives the Authority the option to extend the existing term of the Agreement not more than six (6) months beyond the expiration date of the Agreement, upon the agreement of the Parties, and the Authority wishes to exercise that option and thereby lock in Provider's compensation rates for the six (6) month extension term; and



**WHEREAS**, Provider is willing to continue providing its services under the terms and conditions of the Agreement, as modified below; and

**WHEREAS**, the Agreement allows for the negotiation of a scope of work and compensation schedule for any extension period, and the Parties have negotiated no changes to either the scope of work or the initial Compensation Schedule included as Exhibit "B" of the Agreement; and

**WHEREAS**, the Parties desire to extend the term of the Agreement as recited below.

**NOW, THEREFORE**, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend Section 5.0 of the Agreement as follows:

1. **Recitals**. The above recitals are true and correct and incorporated into the terms of this Agreement, as amended, as if set forth herein at length.
2. **Term**. Section 5.0 ("Term") is hereby amended to read:
  - (2) Authority hereby exercises its option to extend the term of this Agreement for one (1) additional term of six (6) months, commencing on June 1, 2021, and expiring on November 30, 2021. The remaining terms of Section 5.0 are unchanged.
3. Except as amended by this Second Amendment and Extension, and the First Amendment and Extension, all terms and conditions of the Agreement shall remain in full force and effect.
4. Acceptance of this Second Amendment and Extension shall be indicated by the signature of the duly authorized representatives of the Parties in the space provided.

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment and

Extension 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

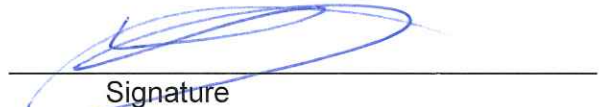
By: \_\_\_\_\_  
Chair or Vice Chair

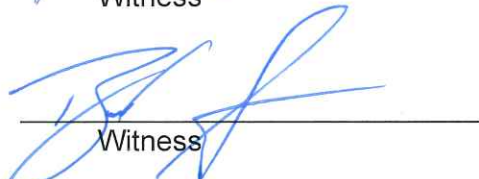
**Approved as to Form for the Reliance  
of the Lee County Port Authority Only:**

By: \_\_\_\_\_  
Port Authority Attorney's Office

**CHRIS-TEL COMPANY OF SOUTHWEST  
FLORIDA, INC. d/b/a CHRIS-TEL  
CONSTRUCTION – PROVIDER**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Witness

By: Howard L. Wheeler  
Printed Name

PRESIDENT  
Title

SEAL:

PROPOSAL

March 19<sup>th</sup>, 2021

Proposal submitted to:

Stephanie Riley  
Senior Manager, Contract Management  
Lee County Port Authority  
South West Florida International Airport  
11000 Terminal Access Road, Suite 8671  
Fort Myers, Florida 33913-889

**RE: LCPA-RSW Observation Area Handicap Parking  
CTC # 21045-E**

**Scope:** Chris-Tel Construction will be the construction manager responsible for the proposed handicap parking and bench area, per LCPA Request.

**SINGLE SPACE AND ONE (1) BENCH**

- TDM Consulting will produce site construction plans and apply for the required LDO.
- Includes permit fees for LDO, SWFMD permitting, and Site permit.
- Including construction material testing.
- Excavation of proposed parking area, subbase, concrete, and concrete bench area (approx. 24' x 17'). 12' wide spaces with 5' access adjacent. 8'x17' bench area in front.
- Striping for Handicap parking, signage for handicap space (1), car stop (1).
- One (1) 8' ADA outdoor steel picnic table (long) supplied and installed.
- Chris-Tel Construction will manage and supervise the project.

SUBTOTAL: \$26,775.36  
OWNER'S CONTINGENCY: \$2,000.00

**TOTAL FOR SINGLE SPACE & ONE BENCH (INCLUDES CONTINGENCY): \$28,775.36**

**DOUBLE SPACE AND TWO (2) BENCHES**

- TDM Consulting will produce site construction plans and apply for the required LDO.
- Includes permit fees for LDO, SWFMD permitting, and Site permit.
- Including construction material testing.
- Excavation of proposed parking area, subbase, concrete, and concrete bench area (approx. 30' x 30'). 12' wide spaces with 5' access between. 8' x 29' bench area in front of parking.
- Striping for Handicap parking, signage for handicap space (2), car stop (2).
- Two (2) 8' ADA outdoor steel picnic table (long) supplied and installed.
- Chris-Tel Construction will manage and supervise the project.

SUBTOTAL: \$33,147.44  
OWNER'S CONTINGENCY: \$2,000.00

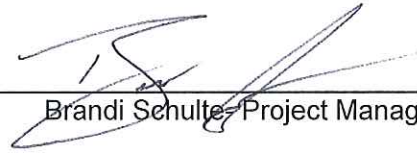
**TOTAL FOR TWO SPACES AND TWO BENCHES (INCLUDES CONTINGENCY): \$35,147.44**

(Includes general conditions, scope of work, GC Allowable markup, and owner's contingency)  
2534-A Edison Avenue | Fort Myers, FL 33901 | (239) 226-0500 P | (239) 226-0503 F | [www.ChrisTelConstruction.com](http://www.ChrisTelConstruction.com)



Excludes surveys and stakeout if required. Can be added by change orders.  
This proposal may be withdrawn by us if not accepted within thirty (30) days.  
Payment to be made as follows: Progressive

Authorized signature: \_\_\_\_\_



Brandi Schulte Project Manager

Acceptance of Proposal--The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_





**LCPA-RSW Observation Area Handicap Parking- Single**

Contract

GENERAL CONDITION ITEM	QUANTITY	BIDDER'S UNIT COST	FREQUENCY	WEEKLY EXT. COST
Project Manager	16	\$62.50	hourly	\$1,000.00
Superintendent	100	\$60.00	hourly	\$6,000.00
Contractor Administrative Salary (incl.)	8	\$60.00	hourly	\$480.00
Initial Trailer Set-up and Removal		\$630.00	each	\$0.00
Project Trailer		\$320.00	weekly	\$0.00
Weekly Labor Cleanup		\$200.00	weekly	\$0.00
Portable Toilet	3	\$70.00	weekly	\$210.00
Temporary Water		\$15.00	weekly	\$0.00
Temporary Power/ Generator		\$100.00	weekly	\$0.00
Generator - Fuel & Maintenance		\$50.00	weekly	\$0.00
Cellular Telephone	116	\$3.00	hourly	\$348.00
Dumpster	1	\$500.00	each	\$500.00
Truck/ Vehicle Allowance	116	\$5.00	hourly	\$580.00
Gas - Reimbursable	116	\$3.00	hourly	\$348.00
Job Signage		\$250.00	weekly	\$0.00
Barricades/Protection		\$200.00	weekly	\$0.00
Temporary Fencing / Gates		\$6.00	1f	\$0.00
Project Plans / Set Copies Typical		\$50.00	each	\$0.00
Permits	1500	at cost	as requested	\$1,500.00
Subconsultant Professional Services (Plans)	2500	at cost	as requested	\$2,500.00
Subconsultant Professional Services (Testing)	1000	at cost	as requested	\$1,000.00
Builder's Risk Insurance		at cost	as requested	tbd
Environmental Liability Insurance		at cost	as requested	tbd
Contractor's Equipment Insurance		at cost	as requested	tbd
Crane / Lift		at cost	as requested	tbd
Trenching Equipment		at cost	as requested	tbd
Saw Cutting Equipment		at cost	as requested	tbd

**Subtotal** \$14,466.00

**EXCEPTIONS TO MAXIMUM MISCELLANEOUS CONTRACTING HOURLY RATE:**

Project Executive		\$105.00	hourly	\$0.00
Safety Officer		\$75.00	hourly	\$0.00
Crew Coordinator		\$60.00	hourly	\$0.00
Project Engineer		\$95.00	hourly	\$0.00
Quality Control Manager		\$75.00	hourly	\$0.00
Project Manager Assistant		\$60.00	hourly	\$0.00
Estimator / Scheduler		\$60.00	hourly	\$0.00
Manager of W /DBE & Certified Payroll		\$60.00	hourly	\$0.00

**Subtotal** \$0.00

**Total** **\$14,466.00**

Other typical General Condition items - at General Contractor Cost, may be approved on a case by case basis by the Authority's Contract Manager, and will not be eligible for Contractor's markup.



**LCPA-RSW Observation Area Handicap Parking- Double**

Contract

GENERAL CONDITION ITEM	QUANTITY	BIDDER'S UNIT COST	FREQUENCY	WEEKLY EXT. COST
Project Manager	20	\$62.50	hourly	\$1,250.00
Superintendent	100	\$60.00	hourly	\$6,000.00
Contractor Administrative Salary (incl.)	8	\$60.00	hourly	\$480.00
Initial Trailer Set-up and Removal		\$630.00	each	\$0.00
Project Trailer		\$320.00	weekly	\$0.00
Weekly Labor Cleanup		\$200.00	weekly	\$0.00
Portable Toilet	3	\$70.00	weekly	\$210.00
Temporary Water		\$15.00	weekly	\$0.00
Temporary Power/ Generator		\$100.00	weekly	\$0.00
Generator - Fuel & Maintenance		\$50.00	weekly	\$0.00
Cellular Telephone	120	\$3.00	hourly	\$360.00
Dumpster	1	\$500.00	each	\$500.00
Truck/ Vehicle Allowance	120	\$5.00	hourly	\$600.00
Gas - Reimbursable	120	\$3.00	hourly	\$360.00
Job Signage		\$250.00	weekly	\$0.00
Barricades/Protection		\$200.00	weekly	\$0.00
Temporary Fencing / Gates		\$6.00	1f	\$0.00
Project Plans / Set Copies Typical		\$50.00	each	\$0.00
Permits	1500	at cost	as requested	\$1,500.00
Subconsultant Professional Services (Plans)	2500	at cost	as requested	\$2,500.00
Subconsultant Professional Services (Testing)	1000	at cost	as requested	\$2,000.00
Builder's Risk Insurance		at cost	as requested	tbd
Environmental Liability Insurance		at cost	as requested	tbd
Contractor's Equipment Insurance		at cost	as requested	tbd
Crane / Lift		at cost	as requested	tbd
Trenching Equipment		at cost	as requested	tbd
Saw Cutting Equipment		at cost	as requested	tbd

**Subtotal** \$15,760.00

**EXCEPTIONS TO MAXIMUM MISCELLANEOUS CONTRACTING HOURLY RATE:**

Project Executive		\$105.00	hourly	\$0.00
Safety Officer		\$75.00	hourly	\$0.00
Crew Coordinator		\$60.00	hourly	\$0.00
Project Engineer		\$95.00	hourly	\$0.00
Quality Control Manager		\$75.00	hourly	\$0.00
Project Manager Assistant		\$60.00	hourly	\$0.00
Estimator / Scheduler		\$60.00	hourly	\$0.00
Manager of W /DBE & Certified Payroll		\$60.00	hourly	\$0.00

**Subtotal** \$0.00

**Total** **\$15,760.00**

Other typical General Condition items - at General Contractor Cost, may be approved on a case by case basis by the Authority's Contract Manager, and will not be eligible for Contractor's markup.





CGC 1519511

SITework AND UTILITIES

Submitted To: Chris-Tel  
 2534-A Edison Avenue  
 Fort Myers, Florida 33901  
 Ph: 239-226-0500  
 Email: bschulte@christelconstruction.com

Attn. Brandi Shulte

Project: RSW ADA Parking Spaces  
 RSW Airport Observation Area, Fort Myers, FL  
 ADA Parking Space Proposal

3/18/2021

Descrtiption	Quantity	Unit	Unit Price	Extended Price
<b>Option # 1 - Single Space Concrete</b>				
Mobilization	1.00	LS	\$ 750.00	\$ 750.00
Silt Fence	200.00	LF	\$ 1.50	\$ 300.00
Excavation / Haul Off	1.00	LS	\$ 748.00	\$ 748.00
8" Limerock	50.00	SY	\$ 56.55	\$ 2,827.50
6" Thick Concrete Parking Space / Bench Area	442.00	SF	\$ 7.50	\$ 3,315.00
Final Grade	1.00	LS	\$ 275.00	\$ 275.00
MOT	1.00	LS	\$ 250.00	\$ 250.00
Testing (LBR, Density)	1.00	LS	\$ 1,000.00	\$ 1,000.00
Striping / Signage / Carstops ( Traffic Paint - No Thermoplastic )	1.00	EA	\$ 525.00	\$ 525.00
<b>Total Option # 1</b>				<b>\$ 9,990.50</b>
<b>Option # 2 Double Space Concrete</b>				
Mobilization	1.00	LS	\$ 750.00	\$ 750.00
Silt Fence	200.00	LF	\$ 1.50	\$ 300.00
Excavation / Haul Off	1.00	LS	\$ 1,292.00	\$ 1,292.00
8" Limerock	84.00	SY	\$ 45.75	\$ 3,843.00
6" Thick Concrete Parking Space / Bench Area	754.00	SF	\$ 6.75	\$ 5,089.50
Final Grade	1.00	LS	\$ 325.00	\$ 325.00
MOT	1.00	LS	\$ 250.00	\$ 250.00
Testing (LBR, Density)	1.00	LS	\$ 1,000.00	\$ 1,000.00
Striping / Signage / Carstops ( Traffic Paint - No Thermoplastic )	1.00	EA	\$ 875.00	\$ 875.00
<b>Total Option # 2</b>				<b>\$ 13,724.50</b>

# BACKBAY CONSTRUCTION, INC.

CGC 1519511

## SITWORK AND UTILITIES

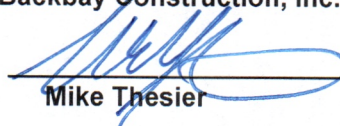
### Option # 3 - Single Space Asphalt

Mobilization	1.00	LS	\$ 750.00	\$ 750.00
Silt Fence	200.00	LF	\$ 1.50	\$ 300.00
Excavation / Haul Off	1.00	LS	\$ 748.00	\$ 748.00
8" Limerock	50.00	SY	\$ 56.55	\$ 2,827.50
1 1/2" Asphalt Type S-III Over Prime Coat ( Single Lift )	34.00	SY	\$ 215.00	\$ 7,310.00
6" Thick Concrete Bench Area	136.00	SF	\$ 20.00	\$ 2,720.00
Final Grade	1.00	LS	\$ 275.00	\$ 275.00
MOT	1.00	LS	\$ 250.00	\$ 250.00
Testing (LBR, Density)	1.00	LS	\$ 1,000.00	\$ 1,000.00
Striping / Signage / Carstops ( Traffic Paint - No Thermoplastic )	1.00	EA	\$ 525.00	\$ 525.00
<b>Total Option # 3</b>				<b>\$ 16,705.50</b>

### Option # 4 - Double Space Asphalt

Mobilization	1.00	LS	\$ 750.00	\$ 750.00
Silt Fence	200.00	LF	\$ 1.50	\$ 300.00
Excavation / Haul Off	1.00	LS	\$ 1,292.00	\$ 1,292.00
8" Limerock	84.00	SY	\$ 45.75	\$ 3,843.00
1 1/2" Asphalt Type S-III Over Prime Coat ( Single Lift )	58.00	SY	\$ 135.00	\$ 7,830.00
6" Thick Concrete Bench Area	232.00	SF	\$ 14.50	\$ 3,364.00
Final Grade	1.00	LS	\$ 275.00	\$ 275.00
MOT	1.00	LS	\$ 250.00	\$ 250.00
Testing (LBR, Density)	1.00	LS	\$ 1,000.00	\$ 1,000.00
Striping / Signage / Carstops ( Traffic Paint - No Thermoplastic )	1.00	EA	\$ 875.00	\$ 875.00
<b>Total Option # 4</b>				<b>\$ 19,779.00</b>

Proposal Submitted By: **Backbay Construction, Inc.**

  
 \_\_\_\_\_  
**Mike Thesier**

The following are our assumptions and we respectfully request that you consider them an integral part of our proposal and contract. Any alteration or deviation from the specifications will become an extra charge over the estimated amount and will be executed upon written orders only. Strikes, accidents or delays beyond our control will void or necessitate change to our agreement. The Owner is to carry fire, tornado and other necessary insurance on the work. Backbay Construction, Inc. will be responsible for workers' Compensation and public liability insurance on the work. This proposal may be withdrawn if not accepted within thirty (30) days. Backbay Construction, Inc. will perform all work in accordance with the drawings and specifications as referenced above and complete the project in a substantial, workmanlike manner.



CGC 1519511

SITWORK AND UTILITIES

**Backbay Construction, Inc. is not responsible for the following:**

Stakeout, Layout or Surveying ( By Others )

Testing ( Other Than LBR & Density )

Rock excavation or removal from site

Excavation of unsuitable fill or replacement with acceptable material

**Impact fees and connection fees**

**Bonds or permits**

Sod, seed, landscaping, relocation or transplanting of existing trees and landscape

Certified As-Builts

Removal or Relocation of Existing Light / Power Poles and Bases

All Fence and Gates

Proposed Site Lighting, Light Poles and Pole Bases

**Pipe Bollards**

**Benches**

**Proposal Notes:**

Backbay Construction, Inc. is not responsible for damage to private utilities not located by owner

**RSW Airport Parking B ROCK SOLID**

Supervision  
General Conditions  
Traffic Control  
Clean Up

Brock Wesley: 2393153402

<b>Sitework:</b>	Quantity	Unit	Cost	Total	Notes
Excavate 30x30 handicap parking/Bench Area	1	LS	2000	\$ 2,000.00	12ft wide spaces w/5ft access between per FDOT Standards 8x29 Bench Area in front
Place baserock 8"	1	LS	2000	\$ 2,000.00	Compacted
Baserock	1	Load	550	\$ 550.00	
Concrete 6" Thick	812	SF	14	\$ 11,368.00	1ft footer, wire, FDOT apporoved 3000psi mix two spots with bench
Parking stops/Signs/Painting	1	LS	2000	\$ 2,000.00	Supplied/installed
Mobilization	1	LS	1000	\$ 1,000.00	
			Total	\$ 18,918.00	

<b>ALTERNATIVE</b>	Quantity	Unit	Cost	Total	Notes
Concrete 6" Thick	476	SF	14	\$ 6,664.00	One spot with 12ft wide space, 5ft access, 8x17 bench area in front
			Total	\$ 14,214.00	



STREET AND ROAD  
CONSTRUCTION  
SITE PREPARATION

WBE CERTIFIED  
CGC 1506291

3260 Cargo St.  
Ft. Myers, FL 33916  
PH (239) 482-4826  
FX (239) 482-8177

# Proposal

Date: March 16, 2021

To: ChrisTel Construction

Attention: Brandi Schulte

Phone:

Fax:

E-mail: [Bschulte@christelconstruction.com](mailto:Bschulte@christelconstruction.com)

Project: RSW Observation Area Handicap Parking

DESCRIPTION	EST QTY	UNIT	EXTENSION	
<b>Bid #1</b>				
Excavate 20' x 20' Area	1	EA	\$2,000.00	
8" Baserock, Graded	1	LS	\$2,000.00	
6" Thick Concrete Parking Area (17' x 18')	1	LS	\$3,060.00	
6" Thick Concrete Bench Area (8' x 17')	1	LS	\$2,400.00	
Handicap Sign	1	EA	\$400.00	
Pavement Striping	1	LS	\$1,500.00	
Car Stop	1	EA	\$100.00	
				<b>\$11,460.00</b>
<b>Bid #2</b>				
Excavate 30' x 30' Area	1	LS	\$3,000.00	
8" Baserock, Graded	1	LS	\$3,000.00	
6" Concrete Parking Area (29' x 18')	1	LS	\$5,000.00	
6" Concrete Bench Area (8' x 29')	1	LS	\$3,000.00	
Handicap Sign	2	EA	\$800.00	
Car Stops	2	EA	\$200.00	
Pavement Striping	1	LS	\$1,800.00	
				<b>\$16,800.00</b>
<b>Bid #3</b>				
Excavate 20' x 20' Area	1	EA	\$2,000.00	
8" Baserock, Graded	1	LS	\$2,000.00	
Asphalt Parking Area	1	LS	\$3,500.00	
6" Thick Concrete Bench Area (8' x 17')	1	LS	\$2,400.00	
Handicap Sign	1	EA	\$400.00	
Pavement Striping	1	LS	\$1,500.00	
Car Stop	1	EA	\$100.00	
				<b>\$11,900.00</b>
<b>Bid #4</b>				
Excavate 30' x 30' Area	1	EA	\$3,000.00	
8" Baserock, Graded	1	LS	\$2,000.00	
Asphalt Parking Area (29' x 18')	1	LS	\$3,800.00	
6" Thick Concrete Bench Area (8' x 29')	1	LS	\$2,400.00	
Handicap Sign	2	EA	\$800.00	
Pavement Striping	1	LS	\$1,500.00	
Car Stop	2	EA	\$200.00	
				<b>\$13,700.00</b>
<b>BID TOTAL</b>				<b>\$53,860.00</b>

EXCLUSIONS: SURVEY, LAYOUT, IMPACT FEE

*Leo M. Bateman*

LEO M. BATEMAN

# Tincher Concrete Construction

# PROPOSAL

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7600 Alico Road, #12-25 · Fort Myers, FL 33912 · (239) 267-7766

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<b>Proposal #</b>	<b>207768</b>	<b>Submitted To</b>	Brandi
<b>Date</b>	03/16/2021	<b>Submitted By</b>	Chad Morgan
<b>Company</b>	Chris-Tel	<b>Engineer</b>	
<b>Project #</b>		<b>Project</b>	RSW Airport Observation Area Handicap Parking

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## Proposal Notes

## Proposed Items

*Subject to prompt acceptance within 30 days*

*We propose to furnish materials and labor at the price(s) set forth below:*

Item	U.O.M.	Qty	Rate	Total
20' X 20' X 6" Concrete Pavement All to mobilize. 4000 PSI Includes 8' X 17' X 6" Concrete Bench Pad. Does not include reinforcement, thickened edge, or embedded items.	SQ FT	536.00	6.50	\$3,484.00
30' X 30' X 6" Concrete Pavement All to mobilize. 4000 PSI Includes 8' X 29' X 6" Concrete Bench Pad. Does not include reinforcement, thickened edge, or embedded items.	SQ FT	1,132.00	6.50	\$7,358.00
8' X 17' X 6" Concrete Bench Pad				

All to mobilize. 4000 PSI Does not include reinforcement, thickened edge, or embedded items.	SQ FT	136.00	14.75	\$2,006.00
8' X 29' X 6" Concrete Bench Pad All to mobilize. 4000 PSI Does not include reinforcement, thickened edge, or embedded items.	SQ FT	224.00	14.75	\$3,304.00

## Disclaimers

- \* Tincher Concrete does not assume responsibility for any liquidated damages.
- \* This is a proposal only. Contractual and scheduling details to be agreed upon before start of work. In order to guarantee pricing, TCC must be notified of proposal acceptance within 30 days of dated proposal.
- \* Does not include permits, testing of material or subgrade. Existing subgrade deemed acceptable.
- \* Access of work area to be provided (chute pour from ReadyMix truck).
- \* Does not include sealers, (Concrete or Joint), joints other than sawcut 1/2" bituminous fiber or surface treatments.
- \* Concrete work only, layout by others, to be cut and compacted to proper grade.
- \* Priced based on one crew per day during normal daylight hours, Monday through Friday.
- \* All quantities are approximate, final payment based on field measure.
- \* No work will be performed 30 (Thirty) days past invoice date.
- \* If a pump is needed an additional fee is required.
- \* Pricing does not include bonding.
- \* If night work is performed, and additional fee is required.
- \* This proposal and notes will become part of any contract.
- \* Pay when pay terms will not exceed 30 days from invoice date including all change orders.
- \* No material will be brought onsite past payment date.
- \* Any job required to lien will require a \$500 fee.
- \* TCC concrete stress crack warranty for punch list is limited to providing proper strength, thickness and saw cuts per job specifications.

Pricing will be provided as needed for "Punchlist" work not resulting from TCC workmanship.

*Does not include excavation, engineering, testing, or traffic control.*

*T.C.C. will choose its own concrete supplier.*

*Note: All concrete is 3000 PSI with no reinforcement unless otherwise noted.*

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We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for: **Unit Price** dollars \$

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**Tincher Concrete Construction, Inc.**  
**By:**

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**Signature**

**Title**

**Date**

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1-800-295-5510  
 uline.com  
 customer.service@uline.com

**PRICING  
 REQUEST**

REQUEST # WB209338029-2

Thank you for your interest in Uline!

PROVIDED TO: CHRIS TEL CONSTRUCTION  
 2534 EDISON AVE  
 FORT MYERS FL 33901-5302

SHIP TO: CHRIS TEL CONSTRUCTION  
 2534 EDISON AVE  
 FORT MYERS FL 33901-5302

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
19990297			DROP SHIP	02/24/21	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	EA	H-2673BL	METAL ADA PICNIC TABLE - 8' RECTANGLE, BLACK ITEM IS DROP SHIPPED	680.00	680.00

SUB-TOTAL 680.00	SALES TAX 44.20	SHIPPING/HANDLING 166.10	TOTAL 890.30
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**NOTE:**  
 ATTENTION: HOWARD WHEELER  
 ADDITIONAL SHIPPING TIME IS REQUIRED FOR DROP SHIP ITEMS. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.



1-800-295-5510  
 uline.com  
 customer.service@uline.com

**PRICING  
REQUEST**

REQUEST # WB209338029-1

Thank you for your interest in Uline!

PROVIDED TO: CHRIS TEL CONSTRUCTION  
 2534 EDISON AVE  
 FORT MYERS FL 33901-5302

SHIP TO: CHRIS TEL CONSTRUCTION  
 2534 EDISON AVE  
 FORT MYERS FL 33901-5302

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
19990297			DROP SHIP	02/24/21	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
2	EA	H-2673BL	METAL ADA PICNIC TABLE - 8' RECTANGLE, BLACK ITEM IS DROP SHIPPED	680.00	1,360.00

SUB-TOTAL 1,360.00	SALES TAX 88.40	SHIPPING/HANDLING 246.58	TOTAL 1,694.98
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**NOTE:**  
 ATTENTION: HOWARD WHEELER  
 ADDITIONAL SHIPPING TIME IS REQUIRED FOR DROP SHIP ITEMS. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Request Board approve Law Enforcement Multi-Jurisdictional Mutual Aid Agreement.</p> <p>2. <b>FUNDING SOURCE:</b> N/A</p> <p>3. <b>TERM:</b> Expires January 1, 2025</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Approves Multi-Jurisdictional Mutual Aid Agreement for Law Enforcement as described in Chapter 23, Part I of the Florida Statutes</p>	<p>5. <b>CATEGORY:</b> 8. Consent Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 4/20/2021</p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (ALL REQUESTS) NAME <u>Mark Fisher</u></p> <p>DIV. <u>Aviation</u></p>
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**10. BACKGROUND:**

The Mutual Aid agreement is entered into between Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Board of Trustees on behalf of its Police Department, Florida Southwestern State College Board of Trustee on behalf of Florida Southwestern State College Police Department and the Lee County Port Authority Airports Police Department to extend mutual aid support to one another, as necessary to manage law enforcement needs as described in Chapter 23, Part I, of the Florida Statutes, the Florida Mutual Aid Act.

The subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety and to preserve the lives and property of the citizens. This agreement, once approved, will be in effect through January 1, 2025.

Attachments:  
Letter  
Agreement

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

<p>12. <b>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED <b>X (6-0)</b> APPROVED as AMENDED DENIED OTHER</p>	<p>13. <b>PORT AUTHORITY ACTION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

This Agreement is entered into between Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Board of Trustees on behalf of its Police Department, Florida Southwestern State College Board of Trustee on behalf of Florida Southwestern State College Police Department and the Lee County Port Authority.

**WHEREAS**, it is the responsibility of the governments of the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority, herein referred to as "Participating Agencies" to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Participating Agencies; and

**WHEREAS**, in order to ensure that preparation of these Participating Agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people throughout Lee County; and

**WHEREAS**, Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University

Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority, have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

**NOW, THEREFORE, LET IT BE KNOWN** that the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority, political subdivisions of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.
2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
  - a. Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the Clerk of the Circuit Court Lee County, Florida, and shall thereafter become a part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by

filing subsequent declarations with the clerks of the respective political subdivisions or agencies.

b. Participating Agencies or participating law enforcement agency: Either the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority.

c. Agency heads: Either the Sheriff of Lee County, or the Sheriff's designees; and the Chief of Fort Myers Police Department or the Chief's designees; Chief of Cape Coral Police Department or the Chief's designees; Chief of the Sanibel Police Department or the Chief's designees; Chief of the Florida Gulf Coast University Police Department or the Chief's designees; Chief of the Florida Southwestern State College Police Department or the Chief's Designees, Chief of the Lee County Port Authority or the Chief's designees.

d. Participating municipal police department: The Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority that has approved and executed this Agreement upon approval of the governing body of those Police Departments.

c. Certified law enforcement employee: any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police

department requiring assistance shall notify that agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources, at their own costs, to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the requesting agency.

5. Powers, Privileges, Immunities, and Costs:

a. All employees of the participating municipal police departments, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or jurisdiction in which they are normally employed.



b. The political subdivision or governing body having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision or governing body having financial responsibility for the law enforcement agency providing aid to the requesting agency pursuant to this Agreement, shall be responsible for compensating its employees while rendering aid pursuant to this Agreement and shall pay actual travel and maintenance expenses of its employees rendering such aid. Such compensation shall include any amounts paid or due for compensation resulting from personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include, to the extent allowable by law, all benefits normally due such employees by responding agency.

d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification: The political subdivision or governing body having financial responsibility for the law enforcement agency providing aid pursuant to this

Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision or governing body in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768.28, Florida Statutes and the strict financial limitations set forth therein.

7. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

8. Effective Date and Duration: This Agreement shall be in effect from the date of signing, through and including January 1, 2025. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

9. Cancellation: This Agreement may be cancelled by any party upon sixty (60) days written notice to the other parties. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

**AGREED TO AND ACKNOWLEDGED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

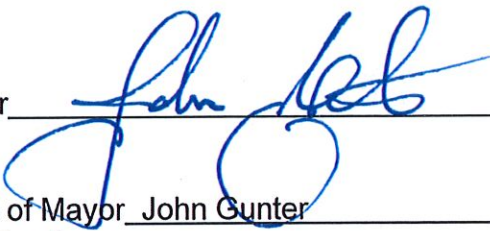
LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**CITY OF CAPE CORAL SIGNATURE PAGE**

Signed, City Clerk 

Printed Name of City Clerk Kimberly Bruns  
City of Cape Coral

Date: \_\_\_\_\_

Signed, Mayor 

Printed Name of Mayor John Gunter  
City of Cape Coral

Date: 1-25-2021

Signed, Interim Chief 

Printed Name of Interim Chief Anthony Sizemore  
City of Cape Coral Police Department

Date: 1/25/21

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY SHERIFF SIGNATURE PAGE**

Signed, Sheriff  \_\_\_\_\_

Printed Name of Sheriff Carmine Marceno  
Lee County Sheriff's Office

Date: 3 | 30 | 21 \_\_\_\_\_

Signed, Counsel  \_\_\_\_\_

Printed Name of Counsel Abbi J. Smith  
Lee County Sheriff's Office

Date: 03.30.2021 \_\_\_\_\_

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**CITY OF FORT MYERS SIGNATURE PAGE**

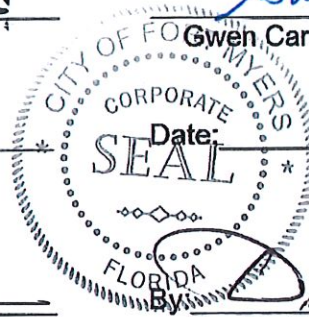
CITY OF FORT MYERS, FLORIDA  
a Municipal Corporation

ATTEST:

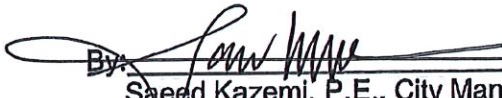
By:   
Kevin Anderson, Mayor

  
Gwen Carlisle, MMC, City Clerk

Date: 1/11/2021



Date: 1/11/2021

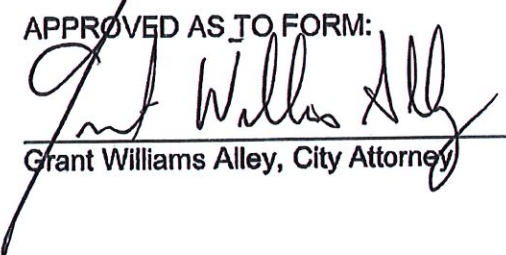
By:   
Saeed Kazemi, P.E., City Manager

By:   
Derrick W. Diggs, Chief of Police

Date: 1/11/2021

Date: 1/13/2021

APPROVED AS TO FORM:

  
Grant Williams Alley, City Attorney

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**CITY OF SANIBEL SIGNATURE PAGE**

Signed, City Clerk Scotty Lynn Kelly

Printed Name of the City Clerk Scotty Lynn Kelly  
City of Sanibel

Date: 1/19/21

Signed, Mayor Mick Denham

Printed Name of the Mayor Mick Denham  
City of Sanibel

Date: 1/19/21

Signed, Finance Director Steven C. Chaipel

Printed Name of Finance Director Steven C. Chaipel  
City of Sanibel

Date: 12/23/20

Signed, Chief William Dalton

Printed Name of the Chief William Dalton  
Sanibel Police Department

Date: 01/08/21

Signed, City Attorney John D. Agnew

Printed Name of the City Attorney John D. Agnew  
City of Sanibel

Date: 12/22/20

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**FLORIDA GULF COAST UNIVERSITY SIGNATURE PAGE**

Signed, Chief 

Printed Name of Chief Steven C. Moore  
Florida Gulf Coast University Board of Trustees

Date: 12.22.20

Signed, Vice President & General Counsel 

Printed Name of Vice President & General Counsel Vee H. Leonard  
Florida Gulf Coast University Board of Trustees

Date: December 15, 2020

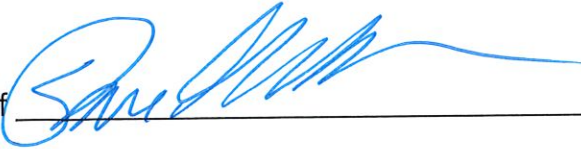
Signed, President 

Printed Name of President Michael V. Martin  
Florida Gulf Coast University Board of Trustees

Date: 12/16/20

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY PORT AUTHORITY SIGNATURE PAGE**

Signed, Chief  \_\_\_\_\_

Printed Name of Chief Shawn Chamberlain  
Lee County Port Authority

Date: 4-7-2021 \_\_\_\_\_

Signed, Attorney  \_\_\_\_\_

Printed Name of Attorney Mark A. Trank  
Lee County Port Authority

Date: 4-7-2021 \_\_\_\_\_

Signed, Chair \_\_\_\_\_

Printed Name Kevin Ruane  
Lee County Port Authority Board of Commissioners

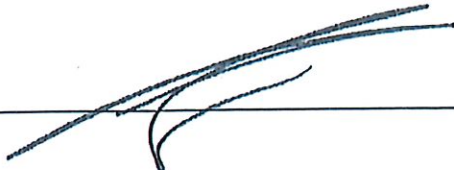
Date: \_\_\_\_\_



LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**FLORIDA SOUTHWESTERN STATE COLLEGE SIGNATURE PAGE**

Signed, Chief \_\_\_\_\_

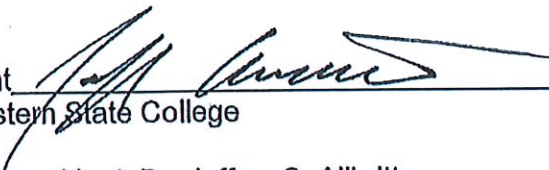


Printed Name of Chief Jerry Connolly  
Florida Southwestern State College

Date: \_\_\_\_\_

2/16/21

Signed, President \_\_\_\_\_




Florida Southwestern State College

Printed Name of President Dr. Jeffery S. Allbritten  
Florida Southwester State College

Date: \_\_\_\_\_

2/17/2021

Signed, General Counsel \_\_\_\_\_



Florida Southwestern State College

Printed Name of General Counsel C. Joe Coleman  
Florida Southwestern State College

Date: \_\_\_\_\_

2/17/2021

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY CLERK OF COURT SIGNATURE PAGE**

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY CLERK OF COURT SIGNATURE PAGE**

Signed, Deputy Clerk \_\_\_\_\_

Printed Name of Deputy Clerk Cindy Carter, Senior Supervisor  
Lee County Clerk of Court

Date: \_\_\_\_\_

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY BOCC SIGNATURE PAGE**

Signed, Chair \_\_\_\_\_

Printed Name of Chair Kevin Ruane  
Lee County Port Authority

Date: \_\_\_\_\_

Signed, Office of the County Attorney  \_\_\_\_\_

Printed Name of Attorney Mark A. Trank  
Office of the County Attorney

Date: 4-7-2021

***Carmine Marceno***  
Sheriff



*"Proud to Serve"*

State of Florida  
County of Lee

***Abbi J. Smith, Esq.***  
Deputy General Counsel

December 10, 2020

**Chiefs of Police:**

Cape Coral Police Department  
1100 Cultural Park Blvd.  
Cape Coral, FL 33990  
c/o [Mlaforest@capecoral.net](mailto:Mlaforest@capecoral.net)

c/o [smchamberlain@flylcpa.com](mailto:smchamberlain@flylcpa.com);  
[hethibodeauz@flylcpa.com](mailto:hethibodeauz@flylcpa.com);  
[ghagen@leegov.com](mailto:ghagen@leegov.com);  
[Dist4@leegov.com](mailto:Dist4@leegov.com)

Fort Myers Police Department  
2210 Widman Way  
Fort Myers, FL 33901  
c/o [AStoebenau@FMPolice.com](mailto:AStoebenau@FMPolice.com)

Chairman, Lee County BOCC  
2120 Main Street  
Fort Myers, FL  
33901 c/o  
[Dist4@leegov.com](mailto:Dist4@leegov.com)

Sanibel Fort Myers Police Department  
800 Dunlop Road  
Sanibel, FL 33957  
c/o [Scotty.Kelly@misanibel.com](mailto:Scotty.Kelly@misanibel.com)

Lee County Clerk of Courts  
P.O. Box 2469  
Fort Myers, FL 33902  
[CCarter@leegov.com](mailto:CCarter@leegov.com)

10501 FGCU Blvd South Fort  
Myers, FL 33965  
c/o [bdbrown@fgcu.edu](mailto:bdbrown@fgcu.edu);  
[legalreview@fgcu.edu](mailto:legalreview@fgcu.edu)

Mayor, City of Fort Myers  
P.O. Drawer 2217  
Fort Myers, FL 33902

Florida Southwestern State College  
8099 College Parkway  
Fort Myers, FL 33919  
c/o [Danny.Nix@fsw.com](mailto:Danny.Nix@fsw.com);

Mayor, City of Cape Coral  
P.O. Box 150027  
Cape Coral, FL 33915

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

Mayor, City of Sanibel  
800 Dunlop Road  
Sanibel, FL 33957

Dear Sirs or Madams:

Enclosed please find the Lee County Multi-Jurisdictional Mutual Aid Agreement for circulation within your agencies and signature of two (2) originals by all parties. Once all individuals have signed your respective signature page, please return your



*"The Lee County Sheriff's Office is an Equal Opportunity Employer"*  
14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

December 10, 2020

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originals to my office at the below address, attention Legal Services Executive Bureau. Once all signatures are received we will provide a final signed copy to each of you and the Florida Department of Lee Enforcement.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Abbi J. Smith, Esq.  
Deputy General Counsel

AJS/lc

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 21-08MLW to Galls LLC in the amount of \$46,657.25 for the purchase of standardized uniform ensembles for personnel of the Aircraft Rescue & Fire Fighting (ARFF) Department for one year with an option to renew the Agreement for up to three (3) additional one (1) year periods.
2. **FUNDING SOURCE:** Account WF5423841200.505290
3. **TERM:** One year Agreement with three, one-year renewal options
4. **WHAT ACTION ACCOMPLISHES:** Provide standardized uniform ensembles for firefighting personnel of the Aircraft Rescue & Fire Fighting Department at Southwest Florida International and Page Field Airports.

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

6. **ASMC MEETING DATE:** 4/20/2021

7. **BoPC MEETING DATE:** 5/6/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Aviation

10. **BACKGROUND:**

The 2019-2022 collective bargaining agreement between the Lee County Port Authority and the International Association of Fire Fighters/Local 1826/District 10, itemizes uniform ensembles that shall be provided by the Lee County Port Authority for the personnel of the Aircraft Rescue and Fire Fighting Department (Article 21-Uniforms and Equipment).

Uniform ensembles consist of the following:

Group A: Class A and Class B uniform apparel that require embellishments (embroidery, silk screening, alterations)

Group B: Uniform pants and shorts

Group C: Footwear (boots, shoes, socks)

Group D: Accessories (belts, clip-on ties, fire department shirt and hat badges, collar brass)

On January 7, 2021, the Authority advertised a Request for Bid, RFB 21-08MLW, for the supply and delivery of ARFF department uniforms with a due date of February 8, 2021. The bid request was advertised through the Lee County Port Authority website, with Airport Minority Advisory Council, Florida Airports Council, and announced to twenty-five (25) potential bidders registered in Ionwave. On January 15, 2021, a virtual Non-Mandatory Pre-Bid question and answer meeting was held with interested bidders. On February 8, 2021, the LCPA Purchasing Office received and opened six (6) bids and after tabulation, were ranked in the following order:

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

## **Background (continued)**

1. Gold Nugget Uniform (Argo Uniform)
2. Galls LLC
3. Global Trading, Inc.
4. United Uniforms USA, Inc.
5. Matteo Graphics, Inc.
6. Florida First Responder Apparel

Award of the bid is to be made to the bidder having the lowest, responsive bid for each group. To be considered for award of a group, bidders were required to bid all line items within the group. After careful review of the bids received, Galls LLC was determined to be the lowest, responsive and responsible bidder for Groups A, B, C, and D.

The term of the agreement is one year with the option to extend the agreement for up to three (3) additional one (1) year periods, upon consent of the Provider and the Authority. At the time of renewal, the Authority may consider a price adjustment only if requested by the Provider and if such increase is warranty based on fluctuation in the applicable Producer Pricing Index. It is in the Authority's sole discretion to approve or deny a price change. Requests for price adjustment in excess of the relevant CPI will not be considered. Any adjustment received after the commencement of a renewal period will not be considered. Board approval will be requested to exercise renewal options.

The reason this item requires Board approval is the potential costs over the term of the agreement (up to four years) exceed the Executive Director's authorization level (\$100,000).

### Attachments:

1. Master Bid Document RFB 21-08MLW
2. Addendum 2 and Addendum 3
3. Bid Tabulation of RFB 21-08 MLW
4. Notice of Intent to Award
5. Service Provider Agreement
6. Article 21-Uniforms and Equipment of the 2019-2022 Collective Bargaining Agreement



## **21-08MLW**

### **AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) UNIFORMS, FOOTWEAR, ACCESSORIES & EMBELLISHMENTS**

Issue Date: 1/7/2021

Questions Deadline: 1/21/2021 05:00 PM (ET)

Response Deadline: 2/8/2021 02:00 PM (ET)

#### **Contact Information**

Contact: Megan L. Wilson Procurement Agent

Address: 11000 Terminal Access Road  
Suite 8671

Fort Myers, FL 33913

Phone: (239) 590-4558

Email: [mlwilson@flylcpa.com](mailto:mlwilson@flylcpa.com)



## Event Information

Number: 21-08MLW  
Title: AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) UNIFORMS, FOOTWEAR, ACCESSORIES & EMBELLISHMENTS  
Type: Request for Bid  
Issue Date: 1/7/2021  
Question Deadline: 1/21/2021 05:00 PM (ET)  
Response Deadline: 2/8/2021 02:00 PM (ET)

Notes:

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 supply and deliver Aircraft Rescue and Fire Fighting Uniforms, Footwear, Accessories & Embellishments on an as-needed basis.

## Bid Activities

### NON-MANDATORY PRE-BID MEETING

1/14/2021 10:00:00 AM (ET)

A non-mandatory pre-bid meeting will be held remotely through Google Meets. Potential bidders are encouraged to attend this meeting to discuss requirements and objectives of this RFB. Attendees must have the ability to communicate with the Authority at this meeting in order to provide a company and representative name for the attendance register and also be able to ask questions or request clarifications.

The Pre-Bid Meeting can be attended through Google Meet:

Remote Meeting ID: <http://meet.google.com/aix-bmju-uks>

Phone Number: (US) + 1 240-803-3498 PIN: 373 373 252#

### QUESTIONS AND CLARIFICATION PERIOD

1/21/2021 5:00:00 PM (ET)

Each bidder must examine these solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of such documents. Inquiries and suggestions or requests concerning interpretation, clarification or additional information pertaining to these solicitation documents must be made in writing and sent to the designated purchasing officer representative by the date and time stated.

All inquiries, suggestions or requests pertaining to the solicitation documents must be received by the designated purchasing office representative on or before the deadline for questions or clarification requests. Responses provided will be in the form of a written addendum to this Request for Bid. The Authority will not respond to inquiries received after the published deadline.

## ELECTRONIC BID SUBMISSION DUE DATE AND TIME

2/8/2021 2:00:00 PM (ET)

The Authority is accepting electronic bid submittals in Ionwave up until the date and time indicated. Hard copy or bids sent electronically and directly to the Authority will not be accepted. Faxed bids will not be accepted. Companies must be registered with Ionwave to participate in any Lee County Port Authority solicitation.

All submitted documents must be PDF/A compliant. PDF/A 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 a PDF/A compliant, made text searchable, and have minimum resolution of 300 dpi.

The opening of bids may be viewed through Google Meets:

Remote Meeting: ID:<http://meet.google.com/ahk-ehzo-yxj>

Phone number: (US) + 1 802-858-5042 PIN: 612 392 398#

## NO BID SUBMISSION

2/8/2021 2:00:00 PM (ET)

If not intending to submit a bid, the Authority would like to know the reason. Please provide a response to the Procurement Agent.

## Bid Attachments

### FORM 1 BIDDERS CERTIFICATION.pdf

[View Online](#)

FORM 1 - BIDDERS CERTIFICATION

### FORM 2 LOCAL PREFERENCE AFFIDAVIT.pdf

[View Online](#)

FORM 2 - LOCAL PREFERENCE AFFIDAVIT

### Exhibit A.pdf

[View Online](#)

Exhibit A - UNIFORM SPECIFICATIONS

### Exhibit B.pdf

[View Online](#)

Exhibit B - PRODUCT EMBELLISHMENT SAMPLE

### Exhibit C.pdf

[View Online](#)

Exhibit C - SAMPLE ORDER FORM

## Requested Attachments

### Form 1 - BIDDERS CERTIFICATION

*(Attachment required)*

Bidders are to upload completed form.

### Form 2 - LOCAL PREFERENCE AFFIDAVIT

*(Attachment required)*

Bidders are to upload completed form.

## Bid Attributes

1	.	PART A
2	.	INFORMATION FOR BIDDERS ELECTRONIC SUBMISSION OF BIDS

**3 PUBLIC RECEIVING AND OPENING OF BIDS**

Submitted bids will be electronically unsealed and read publicly after the time specified in the Bid Activities. 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 using Google meetings that is provided in the Bid Activities section of this Request for Bids.

**4 DELAYS CAUSED BY TECHNOLOGICAL ISSUES**

Bids must be submitted prior to the deadline for submittal indicated in the Bid Activities section. 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 Authority is not responsible for lost or missing bids or delays caused by technological issues that may occur or for any other reason. Hard copy bids sent electronically and directly to the Authority will not be accepted. Faxed bids will not be accepted. The Bidder is hereby directed to cause submission of their bid prior to the bid opening time.

**5 DISTRIBUTION OF INFORMATION RESULTS AND ADDENDA**

The Authority uses IonWave to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting IonWave Support at 866.277.2645, or by registering at <https://www.flylcpa.ionwave.net>.

Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. It is the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating same into their bid. All addenda shall become part of the bid documents.

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  
All results concerning this Request for Bids will be posted via IonWave.

**6 INQUIRES/CLARIFICATIONS**

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

**7 COST OF PREPARATION**

The cost of preparing a bid in response to this Request For Bids will be borne entirely by the Bidder.

**8 AMERICANS WITH DISABILITIES ACT NOTICE**

The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations to attend the bid opening or pre-bid meeting should contact the designated Purchasing Office indicated in the Bid Activities above at least seven (7) days before the meeting.

**9 NONDISCRIMINATION**

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Bidder must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity”, and in the selection and retention of subcontractors/subconsultants, including procurement of materials and leases of equipment. The successful Bidder will not participate directly or indirectly in discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR, Part 21.

**10 GENERAL CIVIL RIGHTS**

The successful Bidder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**11 CALCULATIONS, ERRORS, OMISSIONS**

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

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

**12 DIRECT PURCHASE**

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

**13 TERMINATION FOR CONVENIENCE**

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority’s best interest.

**14 PUBLIC RECORDS AND DISCLOSURE**

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

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

All Bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from 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.

**1  
5 TAX EXEMPT**

The Authority is generally a tax-exempt entity subject to the provisions of the Florida Statutes regarding sales tax. The successful Bidder will 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, will 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.

**1  
6 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.

**1  
7 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 in conformance with 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 will promote the best interest of the Authority.

**1  
8 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.

**1** **SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES**

**9** 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 Certify

*(Required: Check if applicable)*

**2** **NO LOBBYING**

**0** 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) if intending 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 WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

I have read and understand Lobbying Policy.

*(Required: Check if applicable)*

**2** **LOCAL VENDOR PREFERENCE**

**1** It is the intent of the Board of Port Commissioners to establish an optional preference for local vendors 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 a competitive selection. 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.

**2** **RIGHT TO PROTEST**

**2** 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](http://www.flylcpa.com). Failure to follow the bid protest procedure requirements within the timeframe established by the Authority constitutes a waiver of your protest and resulting claims.

**2** **FINANCIAL RESPONSIBILITY**

**3** 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 must be provided to the Authority within ten (10) calendar days of the Authority's request.

**2** **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**

**4** 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.

**2**  
**5** **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 will be used.

**2**  
**6** **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.

**2**  
**7** **NON-EXCLUSIVITY 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.

**2**  
**8** **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.

**2**  
**9** **FRONTLOADING 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.

**30 PUBLIC ENTITY CRIMES**

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

In accordance with Florida Statute 287.133 a person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a response to a solicitation to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit a response on leases of real property to a public entity, may not be awarded or perform work as a Bidder, Supplier, Sub-Bidder, or Bidder 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. To ensure compliance with the foregoing, bidders must certify by checking this box, 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.

Bidder Certifies Compliance

*(Required: Check if applicable)*

**31 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 solicitation documents 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.

**32 WITHDRAWAL OR REVISION OF BIDS**

A Bidder may withdraw or revise a bid up until the time specified for receiving the bids. All revised bids must be received prior to the date and time specified.

All bids received as a result of this Solicitation will remain open for a period of at least thirty (30) days after the established due date and time for submitting responses. No Bidder may withdraw their response after the Solicitation is opened. The Authority may, in their sole discretion, release any response prior to that date.

**33 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. 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 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.



**3  
4** **PAYMENT**

It is the intent of the Authority to issue a blanket purchase order as a result of this RFB. A blanket purchase order number must be indicated on all invoices. The accepted bid price for the item(s) to be provided will be paid to the successful Bidder after delivery and acceptance of items ordered and upon receipt of the successful Bidder's invoice. All invoices shall include purchase order number or contract number, as applicable and must be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.

**3  
5** **E-VERIFY**

In accordance with Florida Statute Section 448.095(2) (2020), beginning January 1, 2021, the successful bidder must 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.

As applicable, 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 it is 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.

I Certify my company is registered with E-Verify.  My company is not registered with E-Verify.

*(Required: Check only one)*

**3  
6**

**PART B  
SPECIAL INSTRUCTIONS AND REQUIREMENTS**

Bidders must carefully review all information posted in lonwave pertaining to this request for bid 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.

**3  
7** **MINIMUM QUALIFICATIONS**

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

Authorized to do business in Florida  Not Authorized to do business in Florida

*(Required: Check only one)*

**3  
8** **BASIS OF AWARD**

Award(s) will be made on a Quote Group basis to the lowest, responsive and responsible bidder(s) having the lowest bid per Quote Group. To be considered for award of a Quote Group, bidder is required to bid all line items within the Quote Group.

In its sole discretion, the Authority may make multiple awards per Quote Group by assigning a Primary and Secondary vendor. When a Primary/Secondary award is assigned, the Primary vendor will be the Authority's first contact for the assignment of any work required. If the Primary is unable to fulfill the Authority's need or meet the timeline required, the Secondary would be the next order of contact, as applicable. Additionally, in the event of deficient or non-compliance performance, the vendor selection order may be changed at any time during the term of the service provider agreement.

**3  
9** **BID PRICES**

All bid prices submitted in response to this solicitation must be fixed, firm net pricing. Bidders will be required to submit the unit price and the extended total based on estimated quantities. In the case of a mathematical discrepancy, the unit price will govern. All prices quoted will be F.O.B destination, freight pre-paid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated. Shipping and packaging charges must be included in the bid prices and not billed as a separate line.

I have read and understand the requirements.

*(Optional: Check if applicable)*

**4  
0** **BLANKET PURCHASE ORDER**

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

**4  
1** **TERM**

The term of the Agreement will be for one (1) year with an option reserved to the Authority to renew the term of the agreement for up to three (3) additional one (1) year periods. Renewal of the service provider agreement is at the sole discretion of the Authority and will be upon the same terms and conditions of the initial service provider agreement.

At the time of renewal, the Authority may consider an adjustment to price only if requested in writing by the successful bidder and only if such increase is warranted based on fluctuation in the applicable Producer Pricing Index (PPI). It is in the Authority's sole discretion to approve or deny a price change. Requests for price adjustment in excess of the relevant CPI will not be considered. Any adjustment request received after the commencement of a renewal period will not be considered.

**4  
2** **WARRANTY**

The successful bidder(s) will fully warrant all items furnished under the service provider agreement against defects in materials and workmanship for a period of one year from the date of acceptance by the Authority. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period the successful bidder will repair or replace the item(s) at no cost to the Authority, immediately upon written notice from the Authority.

Bidder Agrees

*(Required: Check if applicable)*

**4  
3**

**PART C  
SCOPE OF SERVICES**

**4** **PURPOSE:**

To establish a source of supply per Quote Group for firefighter uniform clothing, uniform ensembles, footwear, accessories and custom work for Aircraft Rescue and Fire Fighting (ARFF) personnel as-needed in an efficient and cost-effective manner on an annual basis. Personal Protective Equipment (PPE) is not included.

In order to maintain a uniform and professional appearance, it is important that sources of supply remain consistent in so far as colors, design, and logos; therefore, specific brands (or items with identical specifications) specified in Exhibit A, Uniform Specifications, are required. Additionally, performance requirements for order fulfillment are specified in the attached Exhibit A, Uniform Specifications.

The Authority intends to procure all items in each Quote Group from a single source of supply (Primary vendor) in order to ensure consistency in coloring, design and quality. However, the Authority reserves the right to assign a status of secondary vendor in any and all groups to establish an available source of supply in the event the Primary vendor is unable to provide the required items as required by the Authority in a timely manner or to the Authority's satisfaction.

**4** **QUOTE GROUP CATEGORIES:**

All bid items must meet the professional appearance standards set forth in Exhibit A, Uniform Specifications. Bid items are categorized into the following Quote Groups. All items in a Quote Group must be bid in order to receive consideration for award of a Quote Group. Bid pricing for all Quote Groups must include all materials, labor and shipping.

**QUOTE GROUP A:** Goods - Clothing with Embellishment (Uniform Ensemble): Shirts (long sleeve, polo, tee, fleece), jumpsuit, raincoat, caps, jackets, hats. Bid pricing must include the cost of labor for any screen printing, embroidery, and the cost of attaching the patches as required by the Authority. Bid pricing is also being requested for custom services in this Quote Group. Custom Services are defined as art services setup, custom embroidered patch artwork setup, screen print setup, badge printing (up to two lines and sometimes longer than the width of the Authority's logo. Prices bid must include using the existing artwork for silk-screening embroidery as shown in Exhibit B and creating patches for application on Quote Group A. The price bid for Custom Services is for the artwork and design setup services only. The cost to apply the custom items onto the goods will be included in the unit price for each good.

**QUOTE GROUP B:** Goods - Clothing without Embellishments: Pants, Shorts. Prices bid must be inclusive of hemming.

**QUOTE GROUP C:** Goods - Footwear: Boots, shoes, socks.

**QUOTE GROUP D:** Goods - Accessories: Belts, pins, bars, collar brass, name plates, shirt badges, cap emblems, Class A uniform accessories (for standard authorized uniform), and embellished accessories. Bid pricing is also being requested for custom services in this Quote Group. Custom Services are defined as, art services setup for Chromaflex badging, or equivalent and badge printing (up to two lines and sometimes longer than the width of the Authority's logo. Prices bid must include customizing badges contained in Quote Group D. The price bid for Custom Services is for the artwork and design setup services only. The costs to apply the custom items onto the goods will be included in the unit price for each good.

**4  
6** **PERFORMANCE REQUIREMENTS:**

The successful bidder(s) is required to provide all items per Quote Group in accordance with the specifications identified in Exhibit A. During the contract period in the event of any items are discontinued, equivalent items may be considered. To receive consideration, samples of equivalent items must be submitted and approved by the Authority. The successful bidder is required to meet these specific performance requirements:

- awarded bidder(s) must accept Google order forms submitted in spreadsheet format by the Authority. A sample is provided at Exhibit C.
- fill orders that are placed two times per year (May and November) and on an as-needed basis for newly hired personnel in a timely manner; and,
- fulfill and deliver in-stock items within 30 calendar days from the date of order; and,
- fulfill and deliver backordered items within 60 calendar days from the date of order; and,
- have a quality control method to assure uniformity of the products; and,
- accept returns for damaged or improperly fitted items, and provide vendor pre-paid return shipping materials; and,
- the successful bidder will not make any embellished or custom items contained in this RFB available to any other customer.
- the successful bidder must have a single point of contact to provide customer support during normal business hours year round.
- the successful bidder for each Quote Group must ensure bid pricing is inclusive of the costs for measuring personnel to assure fit, sewing on emblems, stripes and patches and all screen printing or embroidery.
- the successful bidder(s) for Quote Group A and D must be able to provide art services for custom logos, patches, badging, lettering, and alterations, as shown in Exhibit B.

**4  
7** **APPROVED EQUAL:**

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of Approved Equal, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any item that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder must state clearly in its bid any variance from those specifications. It is the bidder's responsibility to provide adequate information, in its bid to enable the Authority to ensure that the bid meets the required criteria. Bidder must also list any specification differences. If adequate information is not submitted with the bid, a review for equivalency may not be performed and the bid may be deemed nonresponsive. The Authority may evaluate samples of the bidder's alternate product to determine if it is an approved equal. In the event the samples are required to be field tested for an extensive period (greater than 30 days) of time, the Authority will not accept the item as equivalent. All sample costs for determining equivalency are to be borne by the bidder and at no cost to the Authority. The Authority will be the sole judge in determining if the item bid is equivalent to the item requested in this RFB.

**4  
8** **BID PRICING:**

All bid pricing must include labor, materials and shipping costs. In the event the identifying number for the bid item specified in the RFB is incorrect or no longer available and replaced with an updated number with new specifications, the Bidder is required to advise the Authority in advance of the due date for receipt of bids.

**4  
9**

**PART D  
INSURANCE, INDEMNIFICATION**

**5  
0** **INSURANCE, INDEMNIFICATION**

All bidders should furnish proof of acceptable insurance. A copy of the bidders' 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 Bid until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful bidder. The successful bidder will 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 ACORD form. The

insurance provided will include coverage for all parties employed by the proposer. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

### **Insurance Requirements (Types and Limits)**

Commercial General Liability, on an occurrence basis, 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 will be named as an additional insured on all policies except for workers' compensation. The policy will 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 will include a Waiver of Subrogation by both the successful bidder and its insurers in favor of the Authority on all policies including general liability, auto liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

### **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. 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 will 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 bidder 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 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, General Liability & Patent or Copyright**

The successful bidder will indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Board 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 proposer in connection with performance of any contract awarded pursuant to this Request for Bid.

These obligations will survive acceptance of any goods and/or performance of services and payment therefore by the Lee County Port Authority.

I have read and understand the requirements.  
*(Required: Check if applicable)*

**Bid Lines**

**1** **GROUP A**

**All items in Group A must be bid in order to receive consideration for award of Group A. If you choose to no bid this group, select the no-bid option on each bid line. Group A consists of line items 2-20 on the bid form.**

**2** Class A - Long Sleeve Shirt, Navy  
*(Response required)*

Quantity: 3 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: Adult: SM-3XL

No bid  
 Alternate specification  
*(Attach separate sheet)*

**3** Class A - Short Sleeve Shirt, Navy  
*(Response required)*

Quantity: 8 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: Adult: SM-3XL

No bid  
 Alternate specification  
*(Attach separate sheet)*

**4** Tactical Polo Shirt, Short Sleeve, White  
(Response required)

Quantity: 30 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: Adult: SM-3XL

No bid  
 Alternate specification  
(Attach separate sheet)

**5** Tactical Polo Shirt, Short Sleeve, Gray  
(Response required)

Quantity: 30 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: Adult: SM-3XL

No bid  
 Alternate specification  
(Attach separate sheet)

**6** T-Shirt - Short Sleeve, Gray  
(Response required)

Quantity: 130 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: Adult: SM-3XL

No bid  
 Alternate specification  
(Attach separate sheet)

**7** T-Shirt - Short Sleeve, White  
(Response required)

Quantity: 30 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: Adult: SM-3XL

No bid  
 Alternate specification  
(Attach separate sheet)

**8** T-Shirt - Long Sleeve, Gray  
(Response required)

Quantity: 60 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: Adult: SM-3XL

No bid  
 Alternate specification  
(Attach separate sheet)

**9** T-Shirt - Long Sleeve, White  
(Response required)

Quantity: 20 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: Adult: SM-3XL

No bid  
 Alternate specification  
(Attach separate sheet)

<b>10</b>	1/4 Zip Job Shirt Fleece, Navy <i>(Response required)</i>		
	Quantity: <u>25</u>	UOM: <u>EA</u>	Unit Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Manufacturer: <input type="text" value="511"/>	<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i>	
	Manufacturer #: <input type="text" value="# 72314"/>		
Item Notes: Adult: SM-3XL			

<b>11</b>	Tactical Fleece, Winter, Navy <i>(Response required)</i>		
	Quantity: <u>8</u>	UOM: <u>EA</u>	Unit Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Manufacturer: <input type="text" value="511"/>	<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i>	
	Manufacturer #: <input type="text" value="# 48038"/>		
Item Notes: Adult: SM-3XL			

<b>12</b>	Jumpsuit/Coverall, Navy <i>(Response required)</i>		
	Quantity: <u>15</u>	UOM: <u>EA</u>	Unit Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Manufacturer: <input type="text" value="RedKAP"/>	<input type="checkbox"/> No bid	
	Manufacturer #: <input type="text" value="# JS093"/>		
Item Notes: Adult: SM-3XL			

<b>13</b>	Raincoat, Lightweight, Reversible, w- Hood <i>(Response required)</i>		
	Quantity: <u>8</u>	UOM: <u>EA</u>	Unit Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Manufacturer: <input type="text" value="Blauer"/>	<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i>	
	Manufacturer #: <input type="text" value="# 26990-123"/>		
Item Notes: Adult: SM-3XL			

<b>14</b>	Class A Cap - Keystone Bell Cap <i>(Response required)</i>		
	Quantity: <u>3</u>	UOM: <u>EA</u>	Unit Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Manufacturer: <input type="text" value="Keystone"/>	<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i>	
	Manufacturer #: <input type="text" value="#R8B"/>		
Item Notes: 6 1/2"-8"			

<b>15</b>	Class A Jacket- Flying Cross, Navy <i>(Response required)</i>		
	Quantity: <u>3</u>	UOM: <u>EA</u>	Unit Price: \$ <input type="text"/> Total: \$ <input type="text"/>
	Manufacturer: <input type="text" value="Flying Cross"/>	<input type="checkbox"/> No bid	
	Manufacturer #: <input type="text" value="# F1 38804"/>		
Item Notes: 32-48			



**1**  
**6** Skull Cap, Navy  
(Response required)

Quantity: 15 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:   Alternate specification  
(Attach separate sheet)

Item Notes: Regular & Oversize

**1**  
**7** Boonie Hat, Navy  
(Response required)

Quantity: 20 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:   Alternate specification  
(Attach separate sheet)

Item Notes: One Size Fits All

**1**  
**8** Trucker w- Mesh Back, Navy  
(Response required)

Quantity: 80 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:   Alternate specification  
(Attach separate sheet)

Item Notes: Sm, Med, Lrg, XLrg

**1**  
**9** Hat- Trucker w- Fabric Back, Navy  
(Response required)

Quantity: 40 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:   Alternate specification  
(Attach separate sheet)

Item Notes: Sm, Med, Lrg, XLrg

**2**  
**0** One time setup fee for Custom Services, defined as art setup, custom embroidered patch artwork.  
(Response required)

Quantity: 1 UOM: EA Unit Price: \$  Total: \$

No bid

Alternate specification  
(Attach separate sheet)

**2**  
**1**

**GROUP B**

**All items in Group B must be bid in order to receive consideration for award of Group B. If you choose to no bid this group, select the no-bid option on each bid line. Group B consists of line items 22-30 on the bid form.**

**2** Tactical Pants, Navy  
**2** (Response required)  
 Quantity: 7 UOM: EA Unit Price: \$  Total: \$   
 Manufacturer:   
 Manufacturer #:   
 Item Notes: 28-46W x 28-38L  
 No bid  
 Alternate specification (Attach separate sheet)

**2** Pants, Company Cargo, Navy  
**3** (Response required)  
 Quantity: 8 UOM: EA Unit Price: \$  Total: \$   
 Manufacturer:   
 Manufacturer #:   
 Item Notes: 28-46W x 28-38L  
 No bid  
 Alternate specification (Attach separate sheet)

**2** Pants - Stryke, Navy  
**4** (Response required)  
 Quantity: 50 UOM: EA Unit Price: \$  Total: \$   
 Manufacturer:   
 Manufacturer #:   
 Item Notes: 28-46W x 28-38L  
 No bid  
 Alternate specification (Attach separate sheet)

**2** Pants - Taclite Pro, Navy  
**5** (Response required)  
 Quantity: 15 UOM: EA Unit Price: \$  Total: \$   
 Manufacturer:   
 Manufacturer #:   
 Item Notes: 28-46W x 28-38L  
 No bid  
 Alternate specification (Attach separate sheet)

**2** Shorts - PT Utility, Navy  
**6** (Response required)  
 Quantity: 100 UOM: EA Unit Price: \$  Total: \$   
 Manufacturer:   
 Manufacturer #:   
 Item Notes: 28-46W  
 No bid  
 Alternate specification (Attach separate sheet)

**2** Shorts - Stryke Short, Navy  
**7** (Response required)  
 Quantity: 100 UOM: EA Unit Price: \$  Total: \$   
 Manufacturer:   
 Manufacturer #:   
 Item Notes: 28-46W  
 No bid  
 Alternate specification (Attach separate sheet)

**28** Shorts - Tac-Lite EMS 11", Navy  
(Response required)

Quantity: 80 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: 28-46W

No bid  
 Alternate specification  
(Attach separate sheet)

**29** Pants - Command Cargo, Navy  
(Response required)

Quantity: 2 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: 28-46W x 28-38L

No bid  
 Alternate specification  
(Attach separate sheet)

**30** Pants - Sentry, Navy  
(Response required)

Quantity: 8 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: 28-46W x 28-38L

No bid  
 Alternate specification  
(Attach separate sheet)

**31** **GROUP C**

**All items in Group C must be bid in order to receive consideration for award of Group C. If you choose to no bid this group, select the no-bid option on each of the bid lines. Group C consists of line items 32-45 on the bid form.**

**32** ATAC 8" Shield, Side-Zip Boot  
(Response required)

Quantity: 10 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: 4-15.

No bid

**33** ATAC 2.0, 8" Side-Zip Boot  
(Response required)

Quantity: 10 UOM: EA Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: 4-15.

No bid

**3**  
**4** Company CST Boot  
(Response required)

Quantity: 5 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 4-15.

**3**  
**5** Company 3.0 Boot  
(Response required)

Quantity: 10 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 4-15.

**3**  
**6** ATAC 6" Boot - Storm Waterproof  
(Response required)

Quantity: 10 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 4-15.

**3**  
**7** ATAC 8" Boot - Storm Waterproof  
(Response required)

Quantity: 10 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 4-15.

**3**  
**8** Atlas Trainer  
(Response required)

Quantity: 20 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 4-15.

**3**  
**9** Blauer Crush Shoe  
(Response required)

Quantity: 20 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 4-15.

**40** EMS/Wildland 9" Boot, Safety Toe  
(Response required)

Quantity: 5 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 4-15.

**41** Poromeric Chukka  
(Response required)

Quantity: 5 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 4-15.

**42** Poromeric Oxford  
(Response required)

Quantity: 2 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 4-15.

**43** Socks, 9" - B.Cool Performance  
(Response required)

Quantity: 5 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 7-10, 11-14

**44** Socks, 6" - B.Cool Performance  
(Response required)

Quantity: 24 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 7-10, 11-14

**45** Socks - B.Cool Performance Ankle  
(Response required)

Quantity: 50 UOM: EA Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes: 7-10, 11-14

**46** **GROUP D**

**All items in Group D must be bid in order to receive consideration for award of Group D. If you choose to no bid this group, select the no-bid option on each bid line item. Group D consists of line items 47-61 on the bid form.**

**47** Belt - Black Leather with Silver buckle  
*(Response required)*

Quantity:   5   UOM:  EA  Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: 28 - 48

No bid  
 Alternate specification  
*(Attach separate sheet)*

**48** Belt - Black Leather with Gold Buckle  
*(Response required)*

Quantity:  10  UOM:  EA  Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: 28 - 48

No bid  
 Alternate specification  
*(Attach separate sheet)*

**49** Belt - Maverick Assaulter  
*(Response required)*

Quantity:  10  UOM:  EA  Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: 28 - 48

No bid  
 Alternate specification  
*(Attach separate sheet)*

**50** Tie - Clip-on  
*(Response required)*

Quantity:   5   UOM:  EA  Unit Price: \$  Total: \$

Manufacturer:

Item Notes: 16" - 17 - 20"

No bid  
 Alternate specification  
*(Attach separate sheet)*

**51** Maltese Cross Tie Clasp, with Seal  
*(Response required)*

Quantity:  20  UOM:  EA  Unit Price: \$  Total: \$

Manufacturer:

Manufacturer #:

Item Notes: 2"w x 3/4"h

No bid  
 Alternate specification  
*(Attach separate sheet)*

**5** Name Plate  
**2** (Response required)  
Quantity: 5 UOM: EA Unit Price: \$  Total: \$   
Manufacturer:   No bid  
Manufacturer #:   Alternate specification  
Item Notes: N/A (Attach separate sheet)

**5** Serving Since Bar  
**3** (Response required)  
Quantity: 5 UOM: EA Unit Price: \$  Total: \$   
Manufacturer:   No bid  
Manufacturer #:   
Item Notes: N/A

**5** Collar Brass, Set of 2  
**4** (Response required)  
Quantity: 15 UOM: Set Unit Price: \$  Total: \$   
Manufacturer:   No bid  
Manufacturer #:   
Item Notes: Chief-A2905, Deputy Chief-A2906, Battalion Chief-A2907, Captain-A2908, Fire Inspector-A3953F, Training Officer-A3953C, Administration-A3953AA

**5** Collar Brass, Set of 2  
**5** (Response required)  
Quantity: 15 UOM: Set Unit Price: \$  Total: \$   
Manufacturer:   No bid  
Manufacturer #:   
Item Notes: N/A

**5** Collar Brass - Class A Coat Only 9, Set of 2  
**6** (Response required)  
Quantity: 5 UOM: Set Unit Price: \$  Total: \$   
Manufacturer:   No bid  
Manufacturer #:   
Item Notes: Chief-A2871, Deputy Chief-A4272, Battalion Chief-A2873, Captain-A2874-15/16 Plain

**5** Department Badge - Rho-Glo, Hi-Glo  
**7** (Response required)  
Quantity: 10 UOM: EA Unit Price: \$  Total: \$   
Manufacturer:   No bid  
Manufacturer #:   
Item Notes: N/A

**58** Department Badge Class A Coat Only, Hi-Glo  
*(Response required)*

Quantity:   3   UOM:  EA  Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes:  N/A 

**59** PVC Dept Uniform Badge for Polo Shirts & Outerwear  
*(Response required)*

Quantity:  75  UOM:  EA  Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:   Alternate specification  
*(Attach separate sheet)*

Item Notes:  3.5" x 3.5" 

**60** Cap Emblems - Class A Cap Only (Hat Badge)  
*(Response required)*

Quantity:   5   UOM:  EA  Unit Price: \$  Total: \$

Manufacturer:   No bid

Manufacturer #:

Item Notes:  N/A 

**61** One time fee for Custom Services defined as Chromaflex badging , or equivalent setup.  
*(Response required)*

Quantity:   1   UOM:  EA  Unit Price: \$  Total: \$

No bid

Alternate specification  
*(Attach separate sheet)*



**Supplier Information**

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Supplier Notes**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*



Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4556

## **ADDENDUM No. 2**

**ISSUE DATE: 1/28/2021**

### **REQUEST FOR BID 21-08MLW, Aircraft Rescue and Firefighting (ARFF) Uniforms, Footwear, Accessories and Embellishments**

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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:** Kindly provide us with the current Bid Tabulation.

**Answer:** After receipt of bids, bids will be opened and the bid tabulation will be posted in Ionwave in accordance with Florida Statute Section 119.071.

**Q2:** Please provide annual expenditures incurred for the current contract for the past 3 years

**Answer:** Yearly expenditures for uniforms, footwear, accessories and embellishments are estimated at \$32,000 –\$ 34,000.

**Q3:** Will the award be based on a line by line basis / Group wise (multiple vendors) or awarded to a single vendor?

**Answer:** Refer to line 38 in the solicitation documents, Basis of Award.

**Q4:** Are any preferences considered when awarding this bid? We are a State of Florida certified Minority vendor.

**Answer:** DBE or W/MBE requirements are not applicable to this solicitation.

**Q5:** Are patches provided by the Department? ( For Line # 1 / 2 )

**Answer: Patches are to be provided by successful bidder.**

**Q6:** Is the PVC badge provided by the county? If not please provide us the exact dimensions of this PVC BADGE logo.

**Answer : PVC Badge will be provided by the successful bidder. PVC badge Specifications are on Exhibit A, #12 and Exhibit B second page.**

**Q7:** Please let us know the dimensions of other embroidery requirements.

**Answer: Embroidery requirements and specifications are contained in Exhibit A & B.**

**Q8:** Can you provide a list of measurements of employees eligible for uniforms?

**Answer: This information will be provided to the successful bidder.**

**Q9:** Do you accept substitutes?

**Answer: For substitute information refer to Exhibit A.**

**Q10:** How are you handling new employees and measurements? Will we have to come out to measure every time a new employee is hire?

**Answer: When a new employee is hired, the successful bidder will have the option to send samples or take the employee's measurements on site.**

**Q11:** How many firefighters do you currently have?

**Answer: 42**

**Q12:** We were able to download 5 PDF documents for this Opportunity. (Exhibit A / B / C / Bidders Certification doc, Local Preference doc only? Are there any other documents other than above?

**Answer: No; however, in addition to the PDF documents, bid requirements are contained in the tabs for this bid solicitation.**

**Bidders are advised to carefully review the Event Details, Activities, Attributes, and Line Items tabs to ensure all requirements are understood before placing a bid.**

**Q13:** Today is the last day for Questions. Please answer all our questions since there are no relevant details in the below bid documents.

Exhibit A/ B / C /  
Bidders Certification  
Local Preference


Are there any other Document which has all details relate with our Questions?

**Answer: There are no additional PDF's for download; however, in addition to the PDF documents, bid requirements are contained in all of the tabs that are in the Ionwave which include: Event Details, Activities, Attributes (2 pages), and Line Items.**

**Q14:** Did you already issue an Addendum?

**Answer: Yes. Addendum 1 was issued on January 11, 2021.**

Submittals are due by 2:00 p.m., local time on February 8, 2021. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the being considered non-responsive.

DocuSigned by:  
  
FA068A66127C4A5...

---

Melissa M. Wendel, CPPO  
Procurement Manager

cc: Gregory S. Hagen, Senior Assistant Port Authority Attorney  
Mark Trank, Assistant Port Authority Attorney  
Chief Tracy Young, ARFF  
Megan Wilson, Procurement Agent



Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
(239) 590-4556

**ADDENDUM No. 3**

**ISSUE DATE: 2/4/2021**

**REQUEST FOR BID 21-08MLW, Aircraft Rescue and Firefighting (ARFF)  
Uniforms, Footwear, Accessories and Embellishments**

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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.

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**Item 1: Update manufacturer item number for line item 7, T-Shirt-Short Sleeve, White, in Group A, in the Bid Line Section.**

**Answer: Change Bid Item number 7, Gilden, T-Shirt Short Sleeve, White from Manufacturer number 40016 to Manufacturer number 8000.**

Submittals are due by 2:00 p.m., local time on February 8, 2021. Incorporation of this addendum must be acknowledged on the Bidder/Proposer's Certification Form. Failure to comply with this requirement may result in the being considered non-responsive.

DocuSigned by:  
  
FA068A66127C4A5...

---

Melissa M. Wendel, CPPO  
Procurement Manager

cc: Gregory S. Hagen, Senior Assistant Port Authority Attorney  
Mark Trank, Assistant Port Authority Attorney  
Chief Tracy Young, ARFF  
Megan Wilson, Procurement Agent

RFB 21-08MLW Bid Tabualtion

					Gold Nugget Uniform (Argo Uniform Co., Inc.)		Galls, LLC		Florida First Responder Apparel		Global Trading Inc		United Uniforms USA, Inc. (United Uniforms / Sew Shore)		MATTEO GRAPHICS, INC.				
					Total Price	\$29,951.95	Total Price	\$46,657.25	Total Price	\$48,311.20	Total Price	\$52,595.55	Total Price	\$60,273.52	Total Price	\$76,774.90			
Line #	Class	Mfgr	Mfg No.	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended		
<b>GROUP A - All items in Group A must be bid in order to receive consideration for award of Group A. If you choose to no bid this group, select the no-bid option on each bid line. Group A consists of line items 2-20 on the bid form.</b>																			
2	Class A - Long Sleeve Shirt, Navy	Blauer	# 8670	3	EA	No Bid		\$58.00	\$174.00	\$59.99	\$179.97	\$65.92	\$197.76	\$75.00	\$225.00	\$93.00	\$279.00		
3	Class A - Short Sleeve Shirt, Navy	Blauer	# 8675	8	EA	No Bid		\$53.00	\$424.00	\$54.99	\$439.92	\$61.92	\$495.36	\$70.00	\$560.00	\$87.50	\$700.00		
4	Tactical Polo Shirt, Short Sleeve, White	511	# 71182	30	EA	No Bid		\$44.00	\$1,320.00	\$55.99	\$1,679.70	\$51.00	\$1,530.00	\$70.00	\$2,100.00	\$78.00	\$2,340.00		
5	Tactical Polo Shirt, Short Sleeve, Gray	511	# 71182	30	EA	No Bid		\$44.00	\$1,320.00	\$55.99	\$1,679.70	\$50.65	\$1,519.50	\$70.00	\$2,100.00	\$78.00	\$2,340.00		
6	T-Shirt - Short Sleeve, Gray	Gilden	# 8000	130	EA	No Bid		\$20.00	\$2,600.00	\$11.99	\$1,558.70	\$25.00	\$3,250.00	\$16.50	\$2,145.00	\$9.00	\$1,170.00		
7	T-Shirt - Short Sleeve, White	Gilden	# 8000	30	EA	No Bid		\$20.00	\$600.00	\$11.99	\$359.70	\$25.00	\$750.00	\$16.50	\$495.00	\$9.00	\$270.00		
8	T-Shirt - Long Sleeve, Gray	Gilden	# 8400	60	EA	No Bid		\$20.00	\$1,200.00	\$14.99	\$899.40	\$26.50	\$1,590.00	\$19.75	\$1,185.00	\$13.00	\$780.00		
9	T-Shirt - Long Sleeve, White	Gilden	# 8400	20	EA	No Bid		\$20.00	\$400.00	\$14.99	\$299.80	\$26.50	\$530.00	\$19.75	\$395.00	\$13.00	\$260.00		
10	1/4 Zip Job Shirt Fleece, Navy	511	# 72314	25	EA	No Bid		\$63.00	\$1,575.00	\$84.99	\$2,124.75	\$89.89	\$2,247.25	\$90.00	\$2,250.00	\$103.30	\$2,582.50		
11	Tactical Fleece, Winter, Navy	511	# 48038	8	EA	No Bid		\$95.00	\$760.00	\$0.00	\$0.00	\$116.03	\$928.24	\$141.50	\$1,132.00	\$166.00	\$1,328.00		
11 ALT1	This item does not exist as specified. Cannot bid.	511	# 48038	8	EA					\$0.00									
12	Jumpsuit/Coverall, Navy	RedKAP	# JS093	15	EA	No Bid		\$70.00	\$1,050.00	\$99.99	\$1,499.85	\$63.01	\$945.15	\$86.00	\$1,290.00	\$105.50	\$1,582.50		
13	Raincoat, Lightweight, Reversible, w- Hood	Blauer	# 26990-123	8	EA	No Bid		\$135.00	\$1,080.00	\$189.99	\$1,519.92	\$135.00	\$1,080.00	\$190.00	\$1,520.00	\$180.00	\$1,440.00		
14	Class A Cap - Keystone Bell Cap	Keystone	#R8B	3	EA	No Bid		\$75.00	\$225.00	\$69.99	\$209.97	\$70.00	\$210.00	\$120.00	\$360.00	\$185.00	\$555.00		
14 ALT1	Class A Cap - Alboum	Alboum	Fire Bell Cap	3	EA					\$69.99									
15	Class A Jacket- Flying Cross, Navy	Flying Cross	# F1 38804	3	EA	No Bid		\$150.00	\$450.00	\$199.99	\$599.97	\$140.00	\$420.00	\$225.00	\$675.00	\$295.00	\$885.00		
16	Skull Cap, Navy	Blauer	# 160	15	EA	No Bid		\$26.00	\$390.00	\$22.99	\$344.85	\$26.48	\$397.20	\$33.50	\$502.50	\$36.60	\$549.00		
17	Boonie Hat, Navy	Richardson	# 810	20	EA	No Bid		\$26.00	\$520.00	\$29.99	\$599.80	\$24.00	\$480.00	\$33.00	\$660.00	\$43.20	\$864.00		
18	Trucker w- Mesh Back, Navy	Richardson	# 110	80	EA	No Bid		\$15.00	\$1,200.00	\$19.99	\$1,599.20	\$14.00	\$1,120.00	\$25.00	\$2,000.00	\$19.20	\$1,536.00		
19	Hat- Trucker w- Fabric Back, Navy	Richardson	# Drive-R Flex PTS40	40	EA	No Bid		\$20.00	\$800.00	\$25.99	\$1,039.60	\$17.25	\$690.00	\$25.00	\$1,000.00	\$28.00	\$1,120.00		
20	One time setup fee for Custom Services, defined as art setup, custom embroidered patch artwork.			1	EA	No Bid		\$0.00	\$0.00	\$99.99	\$99.99	\$75.00	\$75.00	\$0.01	\$0.01	\$200.00	\$200.00		
								<b>NO BID</b>		<b>\$16,734.79</b>		<b>\$18,455.46</b>		<b>\$20,594.51</b>		<b>\$20,781.00</b>			
<b>GROUP B - All items in Group B must be bid in order to receive consideration for award of Group B. If you choose to no bid this group, select the no-bid option on each bid line. Group B consists of line items 22-30 on the bid form.</b>																			
					Gold Nugget Uniform		Galls, LLC		Florida First Responder Apparel		Global Trading Inc		United Uniforms USA, Inc. (United Uniforms / Sew Shore)		MATTEO GRAPHICS, INC.				
					Total Price	\$43.35	\$303.45	Total Price	\$49.99	\$349.93	Total Price	\$45.00	\$315.00	Total Price	\$50.00	\$350.00	Total Price	\$60.00	\$420.00
22	Tactical Pants, Navy	511	# 74251 # 74251L	7	EA		\$43.35	\$303.45	\$49.99	\$349.93	\$45.00	\$315.00	\$50.00	\$350.00	\$60.00	\$420.00			
23	Pants, Company Cargo, Navy	511	# 74399 # 74399L	8	EA		\$0.00	\$0.00	\$49.99	\$399.92	\$59.50	\$476.00	\$50.00	\$400.00	\$73.00	\$584.00			
23 ALT1	5.11 Tactical	5.11	74509 / 74509L	8	EA						\$59.50								
23 ALT1	This item is discontinued from the manufacturer 5.11 and the replacement is #74509	5.11	74509	8	EA		\$61.91	\$495.28											
24	Pants - Stryke, Navy	511	# 74369 # 74369L	50	EA		\$60.75	\$3,037.50	\$69.99	\$3,499.50	\$58.00	\$2,900.00	\$70.00	\$3,500.00	\$90.00	\$4,500.00			
25	Pants - TacLite Pro, Navy	511	# 74273 # 74273L	15	EA		\$41.59	\$623.85	\$49.99	\$749.85	\$44.00	\$660.00	\$40.00	\$600.00	\$60.00	\$900.00			
26	Shorts - PT Utility, Navy	511	# 43061	100	EA		\$27.09	\$2,709.00	\$29.99	\$2,999.00	\$32.13	\$3,213.00	\$30.00	\$3,000.00	\$36.00	\$3,600.00			
27	Shorts - Stryke Short, Navy	511	# 73327	100	EA		\$57.27	\$5,727.00	\$65.99	\$6,599.00	\$52.95	\$5,295.00	\$65.00	\$6,500.00	\$84.00	\$8,400.00			
28	Shorts - Tac-Lite EMS 11", Navy	511	# 73309	80	EA		\$45.66	\$3,652.80	\$57.99	\$4,639.20	\$46.80	\$3,744.00	\$50.00	\$4,000.00	\$73.50	\$5,880.00			
29	Pants - Command Cargo, Navy	Fechheimer	# F1 39900	2	EA		\$0.00	\$0.00	\$57.99	\$115.98	\$60.00	\$120.00	\$72.00	\$144.00	\$97.60	\$195.20			
29 ALT1	Fabric: 100% Polyester Stretch Textured Serge Weave   Weight: 7.0 oz./sq. yardCreaset front and back permanent creasesPermanent Nano Moisture Wicking technologyCovert flex waistband provides 2" stretch while holding up duty beltDual-compartment cargo pockets with hook-and-loop closures, hidden zippers offer more secured storageMen's "Essential Fit" pattern waistband features lower rise and wider legMachine washable	Elbeco	E8875RN	2	EA		\$51.70	\$103.40											
30	Pants - Sentry, Navy	Horace Small	# HS2149	8	EA		\$0.00	\$0.00	\$49.99	\$399.92	\$37.90	\$303.20	\$55.00	\$440.00	\$91.60	\$732.80			
30 ALT1	Fabric: 100% Polyester Stretch Textured Serge Weave   Weight: 7.0 oz./sq. yardCreaset front and back permanent creasesPermanent Nano Moisture Wicking technologyCovert flex waistband provides 2" stretch while holding up duty beltMen's "Essential Fit" pattern waistband features lower rise and wider legMachine washable	Elbeco	E314RN	8	EA		\$27.81	\$222.48											
30 ALT1	Blauer 4 Pocket Class Act Pant	Blauer	8650T	8	EA														
					<b>\$ 16,874.76</b>		<b>\$15,326.50</b>		<b>\$19,752.30</b>		<b>\$17,026.20</b>		<b>\$18,934.00</b>		<b>\$25,212.00</b>				
<b>GROUP C - All items in Group C must be bid in order to receive consideration for award of Group C. If you choose to no bid this group, select the no-bid option on each of the bid lines. Group C consists of line items 32-45 on the bid form.</b>																			
					Gold Nugget Uniform		Galls, LLC		Florida First Responder Apparel		Global Trading Inc		United Uniforms USA, Inc. (United Uniforms / Sew Shore)		MATTEO GRAPHICS, INC.				
					Total Price	\$127.00	\$1,270.00	Total Price	\$149.99	\$1,499.90	Total Price	\$108.70	\$1,087.00	Total Price	\$143.00	\$1,430.00	Total Price	\$201.50	\$2,015.00
32	ATAC 8" Shield, Side-Zip Boot	511	# 12416	10	EA		\$127.00	\$1,270.00	\$149.99	\$1,499.90	\$108.70	\$1,087.00	\$143.00	\$1,430.00	\$201.50	\$2,015.00			
33	ATAC 2.0, 8" Side-Zip Boot	511	# 12391	10	EA		\$81.39	\$813.90	\$95.99	\$959.90	\$78.95	\$789.50	\$94.00	\$940.00	\$130.00	\$1,300.00			
34	Company CST Boot	511	# 12033	5	EA		\$109.70	\$548.50	\$124.99	\$624.95	\$99.35	\$496.75	\$94.00	\$470.00	\$169.00	\$845.00			
35	Company 3.0 Boot	511	# 12420	10	EA		\$94.09	\$940.90	\$114.99	\$1,149.90	\$88.30	\$883.00	\$109.00	\$1,090.00	\$156.00	\$1,560.00			
36	ATAC 6" Boot - Storm Waterproof	511	# 12394	10	EA		\$81.84	\$818.40	\$94.99	\$949.90	\$78.95	\$789.50	\$94.00	\$940.00	\$130.00	\$1,300.00			
37	ATAC 8" Boot - Storm Waterproof	511	# 12392	10	EA		\$109.70	\$1,097.00	\$135.99	\$1,359.90	\$99.35	\$993.50	\$127.00	\$1,270.00	\$173.00	\$1,730.00			
38	Atlas Trainer	511	# 12429	20	EA		\$87.64	\$1,752.80	\$82.00	\$1,640.00	<b>No Bid</b>	\$83.20	\$1,664.00	\$93.50	\$1,870.00	\$169.00	\$3,380.00		
39	Blauer Crush Shoe	Blauer	# FW053	20	EA		\$89.13	\$1,782.60	\$99.99	\$1,999.80	\$98.72	\$1,974.40	\$106.50	\$2,130.00	\$136.50	\$2,730.00			
40	EMS/Wildland 9" Boot, Safety Toe	Thorogood	# 804-637912416	5	EA		\$324.64	\$1,623.20	\$250.00	\$1,250.00	<b>No Bid</b>	\$108.70	\$543.50	\$375.00	\$1,875.00	\$552.50	\$2,762.50		
41	Poromeric Chukka	Thorogood	# 831-6032	5	EA		\$65.28	\$326.40	\$60.00	\$300.00	<b>No Bid</b>	\$66.00	\$330.00	\$79.50	\$397.50	\$144.40	\$722.00		
42	Poromeric Oxford	Thorogood	# 831-6027	2	EA		\$118.30	\$236.60	\$104.00	\$208.00	<b>No Bid</b>	\$110.00	\$220.00	\$140.00	\$280.00	\$182.00	\$364.00		
43	Socks, 9" - B.Cool Performance	Blauer	# SKS19	5	EA		\$20.24	\$101.20	\$19.99	\$99.95	\$21.52	\$107.60	\$23.00	\$115.00	\$30.00	\$150.00			
44	Socks, 6" - B.Cool Performance	Blauer	# SKS16	24	EA		\$18.15	\$435.60	\$18.99	\$455.76	\$19.56	\$469.44	\$19.75	\$474.00	\$27.30	\$655.20			
45	Socks - B.Cool Performance Ankle	Blauer	# SKS11	50	EA		\$17.55	\$877.50	\$17.99	\$899.50	\$19.00	\$950.00	\$17.00	\$850.00	\$26.00	\$1,300.00			
					<b>\$12,624.60</b>		<b>\$11,087.00</b>		<b>\$9,999.46</b>		<b>\$11,298.19</b>		<b>\$14,131.50</b>		<b>\$20,813.70</b>				

9

46	<b>GROUP D - All items in Group D must be bid in order to receive consideration for award of Group D. If you choose to no bid this group, select the no-bid option on each bid line item. Group D consists of line items 47-61 on the bid form.</b>					Gold Nugget Uniform		Galls, LLC		Florida First Responder Apparel		Global Trading Inc		United Uniforms USA, Inc. (United Uniforms / Sew Shore)		MATTEO GRAPHICS, INC.	
47	Belt - Black Leather with Silver buckle	511	#59501	5	EA	\$32.40	\$162.00	\$34.00	\$170.00	\$35.99	\$179.95	\$31.77	\$158.85	\$40.00	\$200.00	\$52.00	\$260.00
48	Belt - Black Leather with Gold Buckle	511	#59501	10	EA	\$32.40	\$324.00	\$34.00	\$340.00	\$35.99	\$359.90	\$31.77	\$317.70	\$40.00	\$400.00	\$52.00	\$520.00
48 ALT1	Belt - Black Leather with Gold Buckle Size: 28-48	Safariland	L830-26-2/LP855	10	EA			\$34.00									
49	Belt - Maverick Assaulter	511	#59569	10	EA	\$76.15	\$761.50	\$68.00	\$680.00	\$89.99	\$899.90	\$61.78	\$617.80	\$89.00	\$890.00	\$135.20	\$1,352.00
50	Tie - Clip-on	Uniform Cravats		5	EA	\$5.25	\$26.25	\$5.00	\$25.00	\$6.99	\$34.95	\$8.37	\$41.85	\$7.00	\$35.00	\$20.00	\$100.00
50 ALT1	Tie - Clip-on Size: 16" 17" 20"	Galls	NP454	5	EA			\$5.00									
51	Maltese Cross Tie Clasp, with Seal	Blackinton	#A4593-TC	20	EA	No Bid		\$24.00	\$480.00	No Bid		\$26.60	\$532.00	\$28.00	\$560.00	\$48.75	\$975.00
52	Name Plate	Blackinton	#J3	5	EA	No Bid		\$10.00	\$50.00	No Bid		\$12.10	\$60.50	\$12.25	\$61.25	\$14.30	\$71.50
53	Serving Since Bar	Blackinton	#J6	5	EA	No Bid		\$10.00	\$50.00	No Bid		\$12.10	\$60.50	\$12.25	\$61.25	\$14.30	\$71.50
54	Collar Brass, Set of 2	Blackinton	Please see below.	15	Set	No Bid		\$22.00	\$330.00	No Bid		\$38.80	\$582.00	\$43.00	\$645.00	\$65.00	\$975.00
55	Collar Brass, Set of 2	Blackinton	Technician-A3953BG, Eng	15	Set	No Bid		\$22.00	\$330.00	No Bid		\$38.80	\$582.00	\$57.00	\$855.00	\$95.68	\$1,435.20
56	Collar Brass - Class A Coat Only 9, Set of 2	Blackinton	Please see below.	5	Set	No Bid		\$22.00	\$110.00	No Bid		\$19.90	\$99.50	\$26.00	\$130.00	\$35.00	\$175.00
57	Department Badge - Rho-Glo, Hi-Glo	Blackinton	# B1766A	10	EA	No Bid		\$105.00	\$1,050.00	No Bid		\$82.25	\$822.50	\$127.00	\$1,270.00	\$142.35	\$1,423.50
58	Department Badge Class A Coat Only, Hi-Glo	Blackinton	# B879	3	EA	No Bid		\$105.00	\$315.00	No Bid		\$82.25	\$246.75	\$127.00	\$381.00	\$162.50	\$487.50
59	PVC Dept Uniform Badge for Polo Shirts Outerwear	511	Custom Made	75	EA	No Bid		\$0.01	\$0.75	No Bid		\$20.00	\$1,500.00	\$8.00	\$600.00	\$18.00	\$1,350.00
59 ALT1	PER 5.11 "the badges are TBD as they are going to need to purchase those in quantity to make. That is how our SAFE badge program works."	5.11	Custom Made	75	EA			\$0.01									
59 ALT1	511 requires us to purchase 500 for each badge type as a minimum quantity. We therefore need a Purchase order for the total quantity. No Set up Fee, and No Charge for Badge attaching on Garments. Cost per badge \$20.00	5.11 TACTICAL	5.11 TACTICAL	75	EA							\$20.00					
60	Cap Emblems - Class A Cap Only (Hat Badge)	Smith & Warren	# S290	5	EA	No Bid		\$45.00	\$225.00	\$69.99	\$349.95	\$38.75	\$193.75	\$105.00	\$525.00	\$114.40	\$572.00
61	One time fee for Custom Services defined as Chromaflex badging , or equivalent setup.			1	EA	No Bid		\$0.00	\$0.00	No Bid		\$0.00	\$0.00	\$0.01	\$0.01	\$200.00	\$200.00
						\$1,273.75		\$4,155.75		\$1,824.65		\$5,815.70		\$6,613.51		\$9,968.20	



Direct Dial: 239-590-4558

Fax: 239-590-4539

March 9, 2020

RICHARD WM. WESCH  
PORT AUTHORITY ATTORNEY

BOARD OF  
PORT COMMISSIONERS

BRIAN HAMMAN

Kevin Ruane

JOHN E. MANNING

CECIL L. PENDERGRASS

RAY SANDELLI

Michael Fadden Jr., CEO  
**GALLS, LLC**  
1340 Russell Cave Road  
Lexington, KY 40505

Subject: NOTICE OF INTENT TO AWARD

Dear Mr. Fadden,

Congratulations! The Lee County Port Authority intends to recommend the award of **RFB 21-08MLW: Aircraft Rescue and Firefighting (ARFF) Uniforms, Footwear, Accessories and Embellishments** to your company.

Upon the approval of the Board of Port Commissioners, Lee County Port Authority will enter into an agreement in accordance with the requirements of the referenced solicitation. Notification of this decision to award the referenced bid will be posted on IONWAVE. For more information, please visit [www.flylcpa.ionwave.net](http://www.flylcpa.ionwave.net).

A representative from the Purchasing Office will be in contact with you by email shortly to obtain additional information that may be required in order to finalize the agreement.

Thank you for your participation and interest in doing business with the Lee County Port Authority.

Sincerely,

DocuSigned by:  


FA068A66127C4A5  
Melissa M. Wendel, CPPO  
Procurement Manager

cc:

Mark Trank, Assistant Port Authority Attorney  
Tracy Young, Chief - Aircraft Rescue and Fire Fighting  
David Childress, Aircraft Rescue and Fire Fighting Program Manager  
Megan Wilson, Procurement Agent



Contract Number \_\_\_\_\_  
Vendor Number \_\_\_\_\_

**LEE COUNTY PORT AUTHORITY**  
**SERVICE PROVIDER AGREEMENT**

**RFB 21-08MLW**

**FIREFIGHTER UNIFORM CLOTHING AND OTHER ARTICLES**

THIS SERVICE PROVIDER AGREEMENT is entered this \_\_\_\_ day of \_\_\_\_\_, 2021, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida (the "Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and GALLS, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, (the "Provider"), whose business address is 1340 Russell Cave Road, Lexington, KY 40505, Federal Identification Number (FEIN) 20-3545989. Collectively, the Authority and the Provider are referred to throughout this Agreement as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Authority desires to obtain certain products and/or services from Provider as described below for the use of the Authority's Aircraft Rescue and Fire Fighting Department ("ARFF"); and,

**WHEREAS**, the Authority desires to establish a source of supply per Quote Group as described in Request for Bids 21-08MLW issued on January 7, 2021 for firefighter uniform clothing, uniform ensembles, footwear, accessories and custom work for ARFF personnel as-needed in an efficient and cost-effective manner on an annual basis; 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**, following a competitive solicitation process, the Provider has been selected to provide the products and/or services described below as the result of a competitive selection process, per Request for Bids 21-08MLW, by the Authority in accord with applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners; and

**WHEREAS**, the Authority desires to purchase goods and services from the Provider under the terms and conditions set forth below.

**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 products and/or perform the services set out in the Request for Bids, Part C (Scope of Services), Quote Groups A – D, which are hereby merged into and incorporated by reference as part of this Agreement, as stated below in Section 3.0.

**3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE**

The terms of the Request for Bids, and the Provider 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 Bid and this Agreement, the terms of this Agreement will control. The Parties acknowledge that the Authority has relied on representations by the Provider and the information contained in the Provider 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 one (1) year with an Effective Date of \_\_\_\_\_, 2021 and an end date of \_\_\_\_\_, 2022. 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 up to three (3) additional one (1) year periods. Pricing for the renewal period(s) 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 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 METHOD OF PAYMENT - The Authority shall pay the Provider for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of the Request for Bids and the terms and conditions of this Agreement.

8.2 PAYMENT SCHEDULE - The Authority shall issue payment to the Provider in accordance with the Payment Schedule outlined in Exhibit "A", which is hereby merged into and incorporated as part of this Agreement. Should the Authority object or take exception to the amount of any invoice(s) submitted by the Provider, the Authority shall notify the Provider of such objection or exception in accordance with Exhibit "A".

## **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 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 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.

### **13.0 INDEPENDENT CONTRACTOR RELATIONSHIP**

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. Neither the Provider nor its employees, agents, subcontractors, or assigns will have any rights to assert any employment-related claims whatsoever against the Authority under this Agreement.

### **14.0 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.

### **15.0 NOTICE REGARDING PUBLIC ENTITY CRIMES**

Section 287.133(2)(a), Florida Statutes 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 Provider, 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.

### **16.0 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. These 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 other 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.

#### **17.0 NO THIRD PARTY BENEFICIARIES**

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

#### **18.0 GOVERNING LAW**

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Exclusive venue for 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 in the Florida state courts in Lee County, Florida. The prevailing party in any such suit or action shall be entitled to recover its reasonable attorneys' fees and court costs, including appellate proceedings.

#### **19.0 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.

#### **20.0 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.

## **21.0 COVENANTS AGAINST DISCRIMINATION**

21.1 **DBE POLICY**. It is the policy of the Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE") 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. Therefore, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE 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 have the maximum opportunity to compete for and perform contracts.

21.2 **PROMPT PAYMENT REQUIREMENTS**. The 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.

21.3 **INCORPORATION OF PROVISIONS**. Provider shall include the provisions of paragraphs 21.1 and 21.2 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. However, 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.

## **22.0 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 Provider/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/subcontractors, including procurements of materials and leases of equipment.

The Provider 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.

## **23.0 GENERAL CIVIL RIGHTS CLAUSE**

The Provider 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 Provider and any 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.

## **24.0 E-VERIFY CLAUSE**

Provider certifies that it has registered and is using the U.S. Department of Homeland Security 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:

- 24.1. All persons employed by Provider during the term of this Agreement.
- 24.2. All persons, including Providers 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 Provider or subcontractor performing work or providing services or supplies under this Agreement to enroll in and use the U.S. Department of Homeland Security E-Verify Program for Employment



Verification to verify the employment eligibility of all persons employed by the Provider 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 Providers 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.

## **25.0 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.

## **26.0 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.

## **27.0 NOTICES AND ADDRESS**

27.1 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:

For the Authority:

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

For the Provider:

Galls, LLC  
1340 Russell Cave Road  
Lexington, KY 40505  
Attention: Michael Fadden Jr., CEO

27.2 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.

## **28.0 TERMINATION**

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

## **29.0 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 the 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.

## **30.0 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.

## **31.0 SECURING AGREEMENT DISCLOSURE**

The Provider warrants that it has not employed or retained any company or person, other than a bona fide 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 bona fide employee of Provider.

## **32.0 AMENDMENTS OR MODIFICATIONS**

The terms of this Agreement may be amended, in writing, by the Parties, with the same formalities as the Agreement. 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.

## **33.0 ACCEPTANCE**

Acceptance of this Agreement shall be acknowledged by the signatures of the duly authorized representatives of the Parties in the spaces provided below.

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

ATTEST: LINDA DOGGETT  
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair or Vice Chair

Approved as to Form for the Reliance  
of Lee County Port Authority Only:

By: \_\_\_\_\_  
Port Authority Attorney's Office

Signed, Sealed and Delivered  
in the presence of:

GALLS, LLC, a Delaware limited liability  
company

\_\_\_\_\_  
Witness

By:   
Authorized Signature for Provider

\_\_\_\_\_  
Witness

David Scheve  
Printed Name

SEAL

Chief Financial Officer  
Title

**EXHIBIT "A"**  
**PAYMENT SCHEDULE**

1. 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.
2. Should the Authority object or take exception to the amount of any Provider invoice, the Authority shall notify the Provider of such objection or exception within thirty (30) days.
3. 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.
4. Pricing of all items is set forth in the RFB 21-08MLW Bid Tabulation spreadsheet.
5. All pricing in Quote Groups A-D must include labor, materials and shipping costs. In the event the identifying number for the bid item specified in the RFB is incorrect or no longer available and replaced with an updated number with new specifications, the Provider is required to advise the Authority in advance of shipment.

## **Article 21. UNIFORMS AND EQUIPMENT**

### Section 21.01

The AUTHORITY shall furnish, within 30 days of employment all new full time employees with a uniform as set forth below. The AUTHORITY will not be held responsible for manufacture's / vendor delays over 30 days.

- Four (4) Pair Uniform Pants, Normal or EMT style
- Three (3) Uniform Shorts
- Four (4) Uniform Shirts
- One (1) Dress Uniform Pants
- One (1) Dress Uniform Shirt (Long sleeve/Blue)
- One (1) Dress Uniform Shirt (Short sleeve/Blue)
- One (1) Dress Uniform Tie
- One (1) Winter Jacket
- One (1) Badge
- One (1) Name Tag
- One (1) "Serving Since" lower tag
- One (1) Jumpsuit
- Two (2) Ball cap
- Six (6) Tee-shirts
- Three (3) Gym shorts
- One (1) Fleece
- One (1) Boonie hat

The uniform items listed in this section shall be supplied with the employee's name on the clothing. Uniform shirts (excluding dress shirts), jackets, jumpsuits, and fleece will have "Lee County Port Authority-ARFF" on the back as approved by the DVP and Fire Chief or designee. The department logo shall be placed on the left breast area on uniform shirts, jacket, fleece, and tee-shirts (excluding dress shirts and jumpsuits).

### Section 21.02

The employees in the bargaining unit shall maintain uniforms listed in 21.01 through replacement by the AUTHORITY allotting up to the replacement cost of (3) uniform pants, uniform shirts, jumpsuit, tee-shirts, gym shorts, and ball caps per fiscal year. The purchase of additional uniform items, required in the Uniform General Order, is acceptable when utilizing the allotment through the uniform vendors. Replacement items can only be ordered during the months of October and April. Orders shall be submitted by the Port Authority to the uniform vendor within 10 business days of the end of each ordering month. The Fire Chief may authorize additional months based on special circumstances. Any change of style, color and inscription shall be decided by the DVP and Fire Chief or designee. If the vendor changes styles and/or material for our existing uniforms, the DVP and Fire Chief or designee shall meet and discuss the possibility of changing vendors. Replacement pants and shirts include dress uniforms. The employee is responsible for ensuring proper size is ordered and received.

### Section 21.03

The employee is responsible for wearing these uniforms and reporting to work with them clean and neat in appearance. The wearing of the Jumpsuit in lieu of the uniform will be allowed for activities or times designated by the AUTHORITY.

### Section 21.04

All items provided by the AUTHORITY, remain the property of the AUTHORITY and are to be used in accordance with the department work rules. Upon separation of employment, all uniform items, received in the previous twelve (12) months, that have not been discarded, due to wear or job related damage must be returned (or paid for) by the employee before their final paycheck will be issued.

### Section 21.05

Wearing of uniforms off duty is prohibited with the exception of coming to or leaving work, or as otherwise directed.

### Section 21.06

Employees are not permitted to wear jewelry which may become tangled during the course of his/her duties. Hoop earrings shall not be permitted while wearing the department uniforms. All jewelry must be able to be removed timely during an emergency response.

### Section 21.07

Employees will maintain their hair in a clean and groomed condition. Employees who choose to have long hair shall keep it back so as to prevent it from falling into an employee's face/eyes. Facial hair will be permitted so long as it is maintained in a clean and neat appearance and complies with the grooming standards outlined in the General Order and complies with all Federal and State regulations regarding infectious/biohazardous disease control and respiratory protection.

### Section 21.08

The AUTHORITY shall provide all necessary protective equipment to include the following:

- One (1) Full set of Bunker Gear
- One (1) Head Sock
- One (1) Pair structural gloves
- One (1) Structural helmet
- One (1) Set of forestry brush fire fighting pants/coat
- One (1) SCBA mask with bag and eyeglass insert, if needed
- One (1) ANSI Class 3 Rain suit

### Section 21.09

All protective equipment, listed in this article, excluding SCBA mask, shall comply with the current or one previous NFPA protective equipment standard at the time of issue, but in no instance be older than 10-years from date of manufacture and, the current or two (2) previous standards.

### Section 21.10

The AUTHORITY shall also provide either to the individual employee or make available to each on duty employee the following equipment:

- One (1) Flashlight
- One (1) Pocket Mask or similar safety device

### Section 21.11

Personal protective equipment will be replaced as soon as possible with cost incurred by the AUTHORITY, unless the employee is found to be negligent in caring for the property of the AUTHORITY.

### Section 21.12

All the equipment in this section will be issued within 45-days of the employee's start date with the AUTHORITY. The AUTHORITY will not be held responsible for manufacture's delays over the 45- days. The employee may begin shift work but prior to being counted towards shift manning and being used in an IDLH environment, the employee shall have the required personal protective equipment based on their shift assignment.

### Section 21.13

The ARFF Financial Officer will track the allotment amount spent by each employee based on actual cost charged by the vendor. The electronic document shall be available for viewing by Union employees.

The allotment is not an open amount that the employee is expected to spend each fiscal year. An employee shall not order more than one (1) style of footwear, one (1) jacket, or one (1) fleece, as required in the Uniform General Order, within a fiscal year. Additionally, no more than eight (8) of any one uniform item can be placed during an ordering period.

Employees hired between October 1 and March 31 shall receive fifty percent (50%) of the allotment. Employees hired between April 1 and September 31 shall only receive the uniforms listed for new employees.

### Section 21.14

Employees shall be allowed to wear extrication style gloves as covered in G.O. 202A.

### Section 21.09

All protective equipment, listed in this article, excluding SCBA mask, shall comply with the current or one previous NFPA protective equipment standard at the time of issue, but in no instance be older than 10-years from date of manufacture and, the current or two (2) previous standards.

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### Section 21.14

Employees shall be allowed to wear extrication style gloves as covered in G.O. 202A.



# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board authorize a contract amendment with AECOM Technical Services, Inc in the amount of \$225,139 to perform additional design services associated with the Page Field (FMY) South Quadrant Hangars and Ramp project.
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 446314; net revenues from Page Field Account No. 20860941238.506510.20
3. **TERM:** Five years
4. **WHAT ACTION ACCOMPLISHES:** Provides for additional South Quadrant Hangars and Ramp Project at Page Field (FMY)

5. **CATEGORY:** 10.  
Consent Agenda

6. **ASMC MEETING DATE:** 4/20/2021

7. **BoPC MEETING DATE:** 5/6/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As part of the South Quadrant Hangars and Ramp project design, a study and evaluation of potential buildout has been completed. After this evaluation, which included airspace coordination with the FAA, it is recommended to proceed with the buildout that maximizes the available land as shown in Exhibit 1.

To properly address this buildout, additional design services are required from AECOM Technical Services, Inc. to include an additional 32± t-hangars, ramp expansion, service road relocation, waterline and underground powerline relocation, drainage detention pond modification and expansion, and ramp overlay and existing storm pipe and inlet modifications/relocations to support the new T-hangars (shown in light orange and dark grey in Exhibit 1).

For these additional services, AECOM's fees are \$220,324, with the remaining \$4,815 being subcontracted services. As with all Port Authority Development contracts, all tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract, and as approved by FDOT and FAA, as required. Only tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

Attachments:

- Exhibit
- Contract Amendment

**11. RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

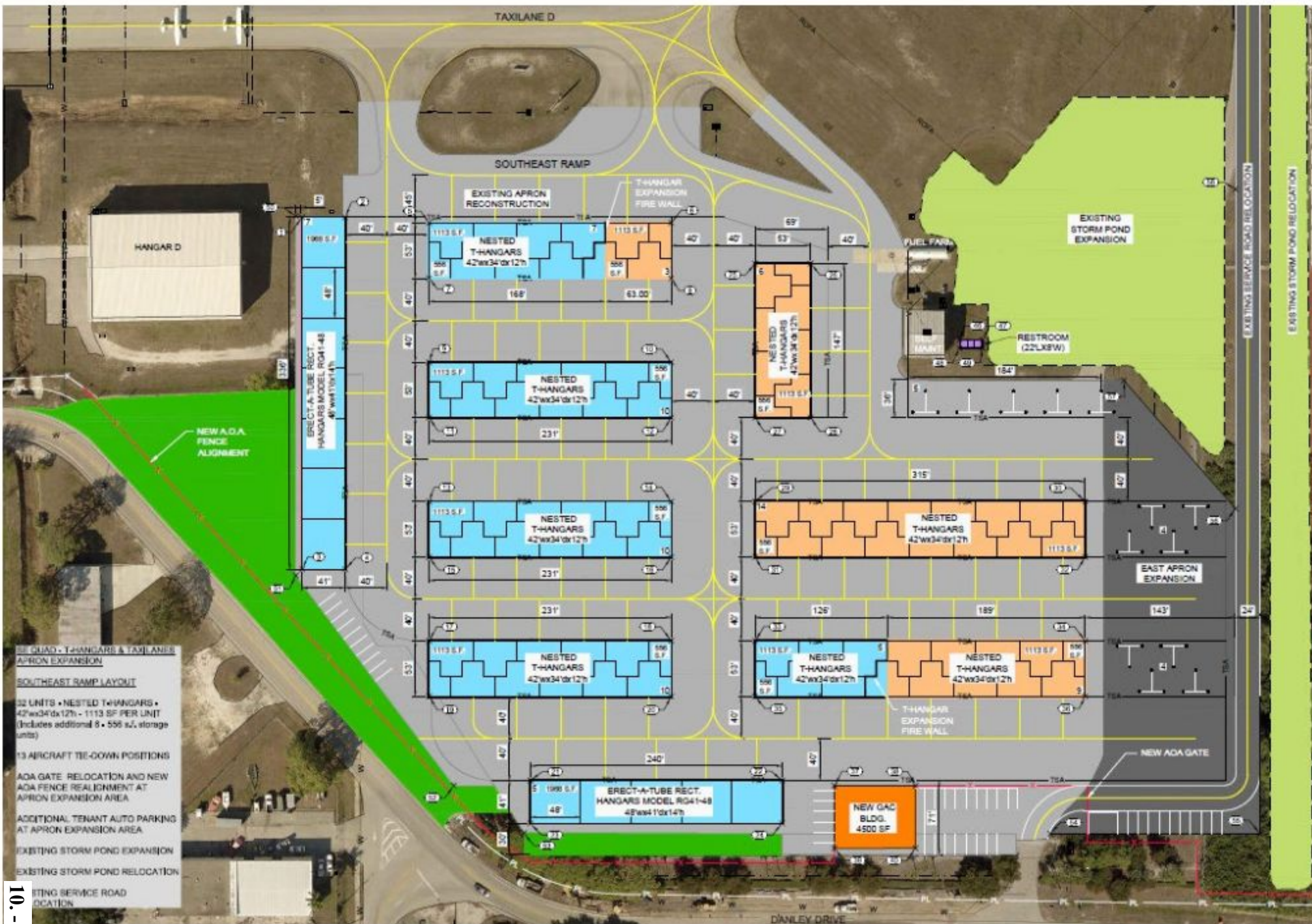
- APPROVED **X (6-0)**
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER



# Exhibit 1



**TAXI LANE D APRON EXPANSION**

**SOUTHEAST RAMP LAYOUT**

32 UNITS • NESTED T-HANGARS • 42'x34'x12' - 1113 SF PER UNIT (Includes additional 8 • 556 s.f. storage units)

13 AIRCRAFT TIE-DOWN POSITIONS

AOA GATE RELOCATION AND NEW AOA FENCE REALIGNMENT AT APRON EXPANSION AREA

ADDITIONAL TENANT AUTO PARKING AT APRON EXPANSION AREA

EXISTING STORM POND EXPANSION

EXISTING STORM POND RELOCATION

EXISTING SERVICE ROAD RELOCATION

10-

CA No. 6

Vendor No. 406332

Contract No. 8086

Effective Date \_\_\_\_\_

**LEE COUNTY PORT AUTHORITY  
LOQ 18-05 Design Services Page Field General Aviation Airport  
South Quadrant Hangars and Ramp  
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

**Description of work: FMY South Quadrant Hangars and Ramp – Phase 1 Design Expansion**

**(1) Reasons for Amendment:**

- |   |  |
|---|--|
| <input 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 checked="" type="checkbox"/> Other <u>Design Expansion</u> |  |

**(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.

AECOM Technical Services, Inc. ARCHITECT/ENGINEER ACCEPTANCE

Steven Henriquez 

446314-19401

FDOT: \_\_\_\_\_  
FDOT Representative

FAA: \_\_\_\_\_  
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. 6

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
Surveying	EF Gaines Surveying Svcs. 5235 Ramsey Way Fort Myers, FL 33907	\$930.00	Yes	\$930.00
Engineering	A Universal Engineering Sciences Company 5621 2 <sup>nd</sup> Street West Lehigh Acres, FL 33971	\$3,885.00	No	

EXHIBIT B - CONTRACT SUMMARY

AECOM Technical Services Contract 8086  
 Contract Amendment 6 3/29/2021  
 Task 5

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2019-20	CA Issued \$100,000 Level Maximum \$1,000,000 FY 2020-21	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Preliminary Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,475.00	\$ -	\$ -	\$ 80,475.00	\$ 80,475.00	\$ -	\$ -
2	Additional Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,835.00	\$ -	\$ -	\$ 19,835.00	\$ 19,835.00	\$ -	\$ -
3	Additional Preliminary Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,445.00	\$ -	\$ -	\$ 9,445.00	\$ 9,445.00	\$ -	\$ -
4	Phase 1 Design	\$ 673,391.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 673,391.00	\$ 354,987.45	\$ -	\$ 318,403.55
5	Phase 1 Design Expansion	\$ -	\$ -	\$ -	\$ 225,139.00	\$ -	\$ -	\$ -	\$ -	\$ 225,139.00	\$ -	\$ 225,139.00	\$ -
CONTRACT TOTALS		\$ 673,391.00	\$ -	\$ -	\$ 225,139.00	\$ -	\$ 109,755.00	\$ -	\$ -	\$ 1,008,285.00	\$ 464,742.45	\$ 225,139.00	\$ 318,403.55

\*Board-approved Level 4 - \$100,000 11/3/16\*

**CONTRACT AMENDMENT NO. 6**  
**FMY SOUTH QUADRANT HANGARS AND RAMPS**  
**PHASE 1 DESIGN EXPANSION**

**A. OBJECTIVE**

A planning study for the Page Field (FMY) South Quadrant Hangars and Ramp development program has been completed. Phase 1 design is underway. This task is for additional design services to expand the initial Phase 1 development to the full buildout of the south apron and hangar area as defined on Exhibit 1.

**B. PROJECT DESCRIPTION**

**South Quadrant Hangars and Ramps – Phase 1 Expansion**

The Phase 1 expansion buildout includes an additional 32± t-hangars, ramp expansion, service road relocation, waterline and underground powerline relocation, drainage detention pond modification and expansion, and ramp overlay and existing storm pipe and inlet modifications//relocations to support the new T-hangars. Work also includes all necessary design permitting with the City, County, SFWMD and FDEP, and coordination with FP&L on relocation of the power lines.

The above described improvements are hereinafter called the **PROJECT**.

**C. SERVICES BY THE ENGINEER**

1. **AECOM** will be leading all the design efforts and will provide all services necessary to manage the design team including the following:
  - a) Develop and maintain regular communications plan with **AECOM**, subconsultants and **LCPA** personnel.
  - b) Develop and maintain regular project management and coordination between team members.
  - c) Coordinate and arrange project meetings, design charrettes, all on-site progress meetings and design review meetings.
  - d) Attend project meetings, design charrettes, all on-site progress meetings and design review meetings.
  - e) Coordinate and lead regularly scheduled design team progress meetings.

- f) Coordinate and arrange for all design phase submittal deliverables.
  - g) Oversee the regular administration tasks throughout the design period.
2. **AECOM** will provide all services necessary to develop the plans and specifications for the following:
- a) Civil / Site Design Services including:
    - i. Expanded Existing Conditions Documentation, basis of design and narrative.
    - ii. Expanded Site Layout Plans.
    - iii. Expanded Site Grading and Drainage (storm water control plans, drainage from site out to retention pond, etc.).
    - iv. Expanded Stormwater Systems, including Erosion Control.
    - v. Relocate or protect east side utility corridor; Expanded Site Utilities (potable water, fire hydrants, fire sprinkler water), including relocation of existing water and power lines.
    - vi. Expanded Site Signage and Striping Plans.
    - vii. Expanded Apron and service road relocation.
    - viii. Expanded Site Fencing and Security Plans – Civil aspects of security systems (such as gate control) to be coordinated with **LCPA**.
  - b) Civil and site permitting assistance.
  - c) Prepare scope for geotechnical engineering and surveyor statement of work; will be subcontracted to **AECOM** for the expanded area.
  - d) T-hangars and Box-hangars: **AECOM** will provide the design/build documents for the additional T-Hangar buildings based on having the manufacturer of the building complete final design and permitting of the buildings and building foundations. **AECOM** will provide interior electrical drawings to 90% completion. The design/build portion of the hangar buildings will include size, number of hangars, square footage of hangars in sufficient detail to allow the builder to complete the final design of the buildings.
  - e) 7460-1 for all buildings as required by FAA.
  - f) Cost Estimate Reviews and Coordination.
  - g) Site related design permit/review.
3. **AECOM**, upon authorization, will begin consolidating Phase 2 Design work with previously completed Phase 1 Design work. Authorized by LCPA as Contract Amendment No. 4 dated 9/16/2020. The 45% plan review submittal will be a consolidated set of documents.



4. **AECOM** will coordinate with the City of Ft. Myers and Florida Power & Light for the relocation of the existing water main and buried underground electrical lines on the east side of the exiting ramp. It is intended to relocate both utilities outside the expanded apron area.
5. **AECOM**, along with subconsultant E.F. Gaines Surveying Services, Inc. of Ft. Myers will be completing the additional site topographic and cross-section survey required for the final design. Previously surveyed limits will be extended as required for proper project design.
6. **AECOM**, along with subconsultant GFA International, Inc. will complete the expanded design geotechnical program required for the proper design of the project.
7. For the above referenced work, we proposed the following design submittals will be made inclusive with Phase I Design work.
  - 45% Design Submittal
  - 70% Design Submittal
  - 100% Design Submittal
  - Final Construction Documents
8. In addition, we plan for attendance by the following additional people at the following design related milestone meetings, user interview, review conferences to be held in the vicinity of the Southwest Florida International Airport:
  - a) **45% Design**  
Review Meeting: Additional attendees will include the Drainage Engineer.
  - b) **70% Design**  
Review Meeting: Additional attendees will include the Drainage Engineer.
  - c) **100% Design**  
Review Meeting: Additional attendees will include the Drainage Engineer.
9. Qualification of Proposal
  - a) The expanded site is free of contamination.
  - b) Wetlands and/or endangered species are not present on the expanded site.
  - c) Stormwater permits will only be required from the South Florida Water Management District and Lee County.

- d) The t-hangar design will not be to a LEED certification requirement.
- e) All drawings will be prepared in Autocad.
- f) Modifications or extension of off-site utilities will not be required. Only on-site utility relocations are required.
- g) The project does not require any security system design beyond security fencing and gates.
- h) Site and building permitting included in the work scope only include coordination with local stormwater management, utilities and building departments.
- i) Domestic water and fire protection are available for connection without any upgrade requirements.
- j) Landscaping and irrigation are not required beyond sodding of graded areas.
- k) Preparation of bid documents will be for one bid and combined with Phase 1 work. Separation into multiple bid packages is considered additional services.
- l) All permit fees will be paid through an allowance and will be incorporated into the LCPA/AECOM design contract and fee.

**D. DELIVERABLES**

At the conclusion of this Task, deliverables include the following:

- Final Construction Documents - Design Plans, Specifications, Engineer Report and Cost Estimates
- Field and laboratory soils data
- Field survey

**E. PROJECT SCHEDULE**

It is anticipated that all work under this agreement will be completed within 300 calendar days upon receipt of Notice to Proceed (NTP). Phase 1 Design work will continue but is impacted by the additional work due to site grading and drainage modifications required by the expansion and additional t-hangars. Tentative submittal time frames for the consolidated Phase 1 Design and the Phase 1 Design Expansion is as follows:

<b>SUBMITTAL</b>	<b>DAYS FROM NTP</b>
15% Design Submittal	Completed
45% Design Submittal	150 Calendar Days
70% Design Submittal	225 Calendar Days
100% Design Submittal	270 Calendar Days
Final Construction Document	300 Calendar Days



# Exhibit 1



# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a federal grant (Airport Coronavirus Relief Grant Program, Grant Agreement No. 3-12-0027-023-2021) from the Federal Aviation Administration for Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act funds in the amount of \$91,162 for Page Field.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides \$91,162 of CRRSA funding for economic relief at Page Field.

5. **CATEGORY:** 11.  
Consent Agenda

6. **ASMC MEETING DATE:** 4/20/2021

7. **BoPC MEETING DATE:** 5/6/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As announced by the Secretary of Transportation on February 12, 2021, Southwest Florida International Airport (RSW) is eligible for funds under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Public Law 116-260) (CRRSA). These CRRSA Act funds are intended to assist airports experiencing a shortfall in revenues and weather the economic crisis resulting from the COVID-19 public health emergency. U.S. airports are a vital component to the national transportation system and key to the country's economic recovery. In addition to CARES Act funds for airports, \$2 billion dollars of supplemental federal funds in FY 2021 have been allocated to airports under the CRRSA Act, distributed by the Federal Aviation Administration (FAA). A condition of accepting CRRSA Act funds is that the Port Authority must have employed through February 15, 2021, at least 90 percent of its workforce (as of March 27, 2020) unless approved by the FAA due to an unusual hardship. Airports have four years to spend allocated funds.

Port Authority staff has been working diligently with the FAA in an effort to secure grants from the CRRSA Act. As a result of continued coordination between the Port Authority and FAA Airports Orlando District (ADO) staff, an Airport Coronavirus Relief Grant Program (ACRGP), Grant Agreement No. 3-12-0027-023-2021, has been secured in the amount of \$91,162 to be used toward eligible operational costs such as payroll, cleaning, sanitization and janitorial services, or payment debt service, and eligible expenses to support FAA contract tower operations. Unprecedented financial losses are being experienced by all stakeholders, including the Port Authority, airlines, rental car agencies, concessionaires, ground transportation providers, tenants, etc., and this funding assistance will help greatly to support the airport's fiscal bottom line.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later

**11. RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

**Background (continued)**

than April 26, 2021. In order to secure the grant agreement, the Executive Director executed it on behalf of the Port Authority. Staff requests the Board ratify this action.

## Attachments:

Resolution

FAA Grant Offer Letter

FAA Grant



U.S. Department  
of Transportation  
Federal Aviation  
Administration

FAA ORL ADO  
8427 SouthPark Circle,  
Suite 524  
Orlando, FL 32819

March 29, 2021

Mr. Benjamin R. Siegel  
Executive Director  
Lee County Port Authority  
11000 Terminal Access Road, Suite 8671  
Fort Myers, Florida 33913-8213

Dear Mr. Siegel:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-12-0027-023-2021 for Page Field Airport. This letter outlines expectations for success. Please read and follow the instructions 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 **April 26, 2021** 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.
- d. The grant offer must be digitally 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 digitally attested to the grant, an email with the executed grant will be sent to all parties.

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 drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. An airport sponsor may also use these funds to cover lawful expenses to support FAA contract tower operations. Funds provided for FAA contract tower operations may not be used for any other purpose. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed/dated 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).

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.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



Bart A. Vernace, P.E.  
Manager

Enclosure (2)





U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date March 29, 2021

Airport/Planning Area Page Field Airport

ACRGP Grant Number 3-12-0027-023-2021

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 an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 17, 2021, for a grant of Federal funds at or associated with the Page Field Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Page Field Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Page Field incurred no

earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**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 \$91,162, allocated as follows:
 

\$57,000 Non Primary	KU2021
\$34,162 Federal Contract Tower	KT2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
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 unless this offer has been accepted by the Sponsor on or before April 26, 2021, 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, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP 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(s). 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 relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP 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 invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **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.
14. **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.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (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.
16. **Audits for Sponsors.**
- 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/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **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 the entity is not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm is 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 the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**18. 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 this ACRGP Grant or subgrant funded by this Grant.
  - 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 funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or
    - B. 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 the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **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:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. 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:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. 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 ACRGP Grant Agreement 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).

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

### SPECIAL CONDITIONS FOR SPECIFIC ACRGP FUNDING

1. **ACRGP FCT Operations.** The Sponsor agrees that it will use the funds in this ACRGP Grant allocated specifically to cover lawful expenses to support Federal Contract Tower operations in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds is limited to the following:
- expenses incurred by the Sponsor on or after December 27, 2020 to support Federal Contract Tower operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combating the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt service payments; and;
  - eligible equipment for Federal Contract Tower operations defined in [FAA Reauthorization Program Guidance Letter](#) 19-02, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020;

The Sponsor may not use funds allocated for Federal Contract Tower operations for other airport purposes. The Sponsor agrees to submit invoices for reimbursement for these funds separately from other invoices for funds provided in this ACRGP Grant. Funds not expended under this condition are subject to recovery by FAA.

### SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

#### CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

- Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
- Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
- Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - Will be maintained and used at the airport for which they were purchased; and
  - Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.



The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 29, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



\_\_\_\_\_  
*(Signature)*

Bart Vernace

\_\_\_\_\_  
*(Typed Name)*

Manager

\_\_\_\_\_  
*(Title of FAA Official)*

**Part II - Acceptance**

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, 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 ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated March 29, 2021

Lee County Port Authority

*(Name of Sponsor)*



Benjamin Siegel (Mar 29, 2021 14:20 EDT)

*(Signature of Sponsor's Designative Official/Representative)*

**By:** Benjamin Siegel

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:** Executive Director

*(Title of Sponsor's Designative Official/Representative)*

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<sup>1</sup> 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, Mark A. Trank, 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 CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. 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.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at March 30, 2021.

By: Mark A. Trank  
Mark A. Trank (Mar 30, 2021 08:59 EDT)  
*(Signature of Sponsor's Attorney)*

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. 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.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

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 ACRGP Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- 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.
- 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.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- 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.
- 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. <sup>2</sup>
- 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

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- a. Executive Order 11246 – Equal Employment Opportunity
- 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 Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### FEDERAL REGULATIONS

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- 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. <sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 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. <sup>1</sup>

- h. 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).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 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.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- 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 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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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.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **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 grant; that an official decision has been made by 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 Grant 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. Good Title.**

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.

**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, 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. 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 this Grant Agreement.
- c. 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 and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP 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.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement 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, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

**10. 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.

**11. 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.

**12. 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.

### **13. 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.

### **14. 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.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended 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(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. 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. 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:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. 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.

#### **18. 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.

#### **19. 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.

## 20. 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 Part 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:

- 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 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 for 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, grant, 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, grant, or program.
  - C. 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.
  - D. 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.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that 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.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 25, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. 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.

**24. 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

RESOLUTION AUTHORIZING, ADOPTING, APPROVING,  
ACCEPTING AND RATIFYING THE EXECUTION OF  
AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM  
GRANT AGREEMENT NUMBER 3-12-0027-023-2021  
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 Coronavirus Relief Grant Program (ACRGP) Grant Agreement No. 3-12-0027-023-2021 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.

The execution of ACRGP Grant Agreement No. 3-12-0027-023-2021 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 ACRGP Grant Agreement on behalf of said Lee County Board of Port Commissioners, Lee County, Florida.

SECTION 4.

The ACRGP 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 \_\_\_\_\_, 2021.

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

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Accept a state grant (Public Transportation Grant Agreement, Financial Project No. 429511-1-94-01) in the amount of \$306,250 from the Florida Department of Transportation towards the acquisition of an Aircraft Rescue and Fire Fighting Crash Vehicle for the Southwest Florida International Airport.</p> <p>2. <b>FUNDING SOURCE:</b> N/A</p> <p>3. <b>TERM:</b> N/A</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Provides \$306,250 of state funding towards the acquisition of RSW ARFF Crash Vehicle.</p>	<p>5. <b>CATEGORY:</b> 12. Consent Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 4/20/2021</p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (ALL REQUESTS) NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p>
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**10. BACKGROUND:**

Port Authority staff has been working diligently with the Florida Department of Transportation (FDOT) in an effort to secure state funding for the acquisition of an Aircraft Rescue and Fire Fighting (ARFF) Crash Vehicle for the Southwest Florida International Airport (RSW). As a result of continued coordination between the Port Authority and FDOT District One staff, a Public Transportation Grant Agreement, Financial Project No. 429511-1-94-01, has been secured in the amount of \$306,250 in state funds in FY2020/2021 to provide 50% funding of the non-federal share towards the acquisition of the ARFF Crash Vehicle.

The new crash vehicle is estimated to cost \$1.7 million. Once this funding is in place, Port Authority staff will competitively bid a new ARFF Crash Vehicle as well as seek to secure 75% federal grant funding.

Attachments:  
Resolution  
Public Transportation Grant Agreement

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

<p>12. <b>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED <b>X (6-0)</b> APPROVED as AMENDED DENIED OTHER</p>	<p>13. <b>PORT AUTHORITY ACTION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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RESOLUTION
FOR
PUBLIC TRANSPORTATION GRANT AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Public Transportation Grant Agreement (PTGA), Financial Project No. 429511-1-94-01, 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 PTGA, Financial Project No. 429511-1-94-01, 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 PTGA, Financial Project No. 429511-1-94-01, with the Florida Department of Transportation.

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 \_\_\_\_\_, 2021.

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  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 02/20

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 429511-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A	DDR	FLAIR Category: 088719
Contract Number: G1U58	Federal Award Date: N/A		Object Code: 740100, 751000
CFDA Number: N/A	Agency DUNS Number: 781566419		Org. Code: 55012020129
CFDA Title: N/A			Vendor Number: F650717520004
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, (“Department”), and Lee County Port Authority, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Purchase Aircraft Rescue and Fire Fighting (ARFF) Crash Vehicle, as further described in **Exhibit “A”, Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)  
 (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Audit Requirements for Awards of State Financial Assistance
- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

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 OGC 02/20

\_\_ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. \_\_ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the \_\_ day of \_\_, or within \_\_ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 02/20

- a. The estimated total cost of the Project is \$1,700,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$306,250 and, the Department's participation in the Project shall not exceed 18.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

#### 10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
  - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
  - c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
    - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
    - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
  - d.**  If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
  - e.**  If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
    - i.**  Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
    - ii.**  Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
    - iii.**  Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
  - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
  - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make



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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

## 12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

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persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b.** The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c.** If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d.** When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad



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shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Lee County Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: John M. Kubler, P.E.

Title: \_\_\_\_\_

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Don Conway, Contracts Attorney

DS  
DC

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**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Purchase Aircraft Rescue and Fire Fighting (ARFF) Crash Vehicle

**B. Project Location** (limits, city, county, map): Southwest Florida International Airport/Fort Myers, FL/Lee

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Purchase Aircraft Rescue and Fire Fighting (ARFF) Crash Vehicle. As required by 215.971, F.S., this scope of work will be in accordance with FAA AC 150/5220-10, Guide Specification for ARFF Vehicles and National Fire Protection Association Standards 414, 1901, & 1911. The project includes but is not limited to consultant and design fees, licensing, construction, inspection, purchase, delivery, testing, training, fire fighting systems (to include water, foam, halogenated agent and associated hoses & reels), bumper turret, high reach extendable turret, emergency lighting, generator, audible warning devices, internal & external communication systems (to include headsets and radios), input-based foam testing system, structural fire fighting capabilities, self-contained breathing apparatus seats, thermal imaging cameras, fire fighting agents, and coordination with all necessary agencies. It includes all materials, equipment, labor, and incidentals to complete the ARFF Crash Vehicle project. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: ARFF Crash Vehicle

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
429511-1-94-01	DDR	088719	2021	740100	N/A	N/A	\$181,250
429511-1-94-01	FAA	088719	2021	740100	N/A	N/A	\$1,087,500
429511-1-94-01	LF	088719	2021	740100	N/A	N/A	\$181,250
429511-1-94-01	DDR	088719	2021	751000	55.004	Aviation Grant Program	\$125,000
429511-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$125,000
<b>Total Financial Assistance</b>							<b>\$1,700,000</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$125,000	\$125,000	\$0	\$250,000	50.00	50.00	0.00
Match to Direct Federal Funding	\$181,250	\$181,250	\$1,087,500	\$1,450,000	12.50	12.50	75.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
<b>Totals</b>	<b>\$306,250</b>	<b>\$306,250</b>	<b>\$1,087,500</b>	<b>\$1,700,000</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kristi A. Smith, CSM, PLS

Department: Grant Manager Name

3/9/2021 | 10:41 AM EST

*Kristi A. Smith*

Signature

Date

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

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- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
  - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
  - Section 62-256.300, FAC, Open Burning, Prohibitions
  - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
  - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
  - Florida Airport Revenue Use Guide
  - Florida Aviation Project Handbook
  - Guidebook for Airport Master Planning
  - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
  - FAA AC 150/5300-13, Airport Design
  - FAA AC 150/5370-2, Operational Safety on Airports During Construction
  - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
  - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
  - Manual on Uniform Traffic Control Devices
  - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
  - Standard Specifications for Construction of General Aviation Airports
  - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
  - National Environmental Policy of 1969
  - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
  - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
  - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
  - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**



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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access.**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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**24. Noise Mitigation Projects.** The Agency assures that it will:

**a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

**b. Private Agreements.** For noise compatibility projects on privately owned property:

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

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**EXHIBIT F**

**Contract Payment Requirements**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
**Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$125,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## Certificate Of Completion

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Contract Number (ex. C9A12, optional): G1U58	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 429511-1-94-01	
Office (contact Procurement if add is needed): Aviation	
Source Envelope:	
Document Pages: 31	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator: Kristi Smith 605 Suwannee Street MS 20 Tallahassee, FL 32399-0450 kristi.smith@dot.state.fl.us IP Address: 156.75.180.190
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

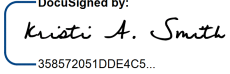
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## Signer Events

Kristi A. Smith  
kristi.smith@dot.state.fl.us  
Senior Aviation/Intermodal Project Manager  
Florida Department of Transportation  
Security Level: Email, Account Authentication (None)

## Signature


DocuSigned by:  
  
358672051DDE4C5...  
Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**  
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Don Conway  
don.conway@dot.state.fl.us  
Senior Attorney  
Florida Department of Transportation  
Security Level: Email, Account Authentication (None)

  
Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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## Signature

## Timestamp

## Editor Delivery Events

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## Agent Delivery Events

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## Intermediary Delivery Events

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## Certified Delivery Events

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## Witness Events

## Signature

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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Completed	Security Checked	3/9/2021 2:04:38 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- |  |   |
|--|---|
| <p>1. <b>REQUESTED MOTION/PURPOSE:</b> Request the Board approve the Authority to develop a Shared Tenant Services program.</p> <p>2. <b>FUNDING SOURCE:</b> N/A</p> <p>3. <b>TERM:</b> N/A</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Authorizes the Authority to develop a Shared Tenant Services program.</p> | <p>5. <b>CATEGORY:</b> 13.<br/>Administrative Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 4/20/2021</p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p> |
|--|---|

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

**10. BACKGROUND:**

The Lee County Port Authority desires to make doing business at Southwest Florida International and Page Field as easy and low cost as possible and to develop potential new sources of non-aeronautical revenue. Shared Tenant Services allows the airport to offer voice and data services, as well as communications infrastructure such as dark fiber and CAT6 cable at a reduced cost to the customer. Airports throughout the U.S. offer Shared Tenant Services, including MIA, MCO and TIA. By offering Shared Tenant Services, the airport eliminates one of the most complicated tasks for our customers - designing and implementing telecommunications services at the airports.

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Brian W. McGonagle</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

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



# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Convene as Board of County Commissioners to approve Lee County Law Enforcement Multi-Jurisdictional Mutual Aid Agreement.</p> <p>2. <b>FUNDING SOURCE:</b> N/A</p> <p>3. <b>TERM:</b> Expires January 1, 2025</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Approves Multi-Jurisdictional Mutual Aid Agreement for Law Enforcement as described in Chapter 23, Part 1 of the Florida Statutes</p>	<p>5. <b>CATEGORY:</b> 14. Administrative Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b></p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input type="checkbox"/> CONSENT</p> <p><input checked="" type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (ALL REQUESTS) NAME <u>Mark Fisher</u></p> <p>DIV. <u>Aviation</u></p>
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**10. BACKGROUND:**

Mutual Aid agreement is entered into between Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Board of Trustees on behalf of its Police Department, Florida Southwestern State College Board of Trustee on behalf of Florida Southwestern State College Police Department and the Lee County Port Authority Airports Police Department to extend mutual aid support to one another, as necessary to manage law enforcement needs as described in Chapter 23, Part I, of the Florida Statutes, the Florida Mutual Aid Act.

The subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety and to preserve the lives and property of the citizens. This agreement, once approved, will be in effect through January 1, 2025.

Attachments:  
Letter  
Agreement


## 11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
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<p>12. <b>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED OTHER</p>	<p>13. <b>PORT AUTHORITY ACTION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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Blue Sheet No. <System Generated>	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 5/6/2021	Item No. <System Generated>
<p><b>TITLE:</b> Approve Lee County Law Enforcement Multi-Jurisdictional Mutual Aid Agreement</p> <p><b>ACTION REQUESTED:</b> Request Board convene as Board of County Commissioners to approve Law Enforcement Multi-Jurisdictional Mutual Aid Agreement.</p> <p><b>FUNDING:</b> N/A</p> <p><b>WHAT ACTION ACCOMPLISHES:</b> Approves Multi-Jurisdictional Mutual Aid Agreement for Law Enforcement as described in Chapter 23, Part I, of the Florida Statutes</p> <p><b>MANAGEMENT RECOMMENDATION:</b> Approve Lee County Multi-Jurisdictional Mutual Aid Agreement</p>		
<b>Requirement/Purpose:</b> <i>(specify)</i>		<b>Request Initiated</b>
<input checked="" type="checkbox"/> Statute Chapter 23, Part 1 F.S. <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other		Commissioner: Department: APD Division: Aviation By: Mark Fisher <div style="float: right; border: 1px solid black; padding: 2px; margin-left: 10px;">                     DS                      MF                 </div>
<p><b>Background:</b>                      Mutual Aid agreement is entered into between Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Board of Trustees on behalf of its Police Department, Florida Southwestern State College Board of Trustee on behalf of Florida Southwestern State College Police Department and the Lee County Port Authority Airports Police Department extend mutual aid support to one another, as necessary to manage law enforcement needs as described in Chapter 23, Part I, of the Florida Statutes, the Florida Mutual Aid Act.</p> <p>The subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety and to preserve the lives and property of the citizens. This agreement, once approved, will be in effect through January 1, 2025.</p> <p><b>Attachment:</b>                      Letter                      Agreement</p>		

11. Required Review:					
Deputy Exec Director	Communications and Marketing	Other	Finance	Port Attorney	Executive Director
N/A	N/A	N/A	N/A		N/A





LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

This Agreement is entered into between Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Board of Trustees on behalf of its Police Department, Florida Southwestern State College Board of Trustee on behalf of Florida Southwestern State College Police Department and the Lee County Port Authority.

**WHEREAS**, it is the responsibility of the governments of the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority, herein referred to as "Participating Agencies" to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Participating Agencies; and

**WHEREAS**, in order to ensure that preparation of these Participating Agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people throughout Lee County; and

**WHEREAS**, Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University

Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority, have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

**NOW, THEREFORE, LET IT BE KNOWN** that the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority, political subdivisions of the State of Florida, by and through their undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.
2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
  - a. Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the Clerk of the Circuit Court Lee County, Florida, and shall thereafter become a part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by

filing subsequent declarations with the clerks of the respective political subdivisions or agencies.

b. Participating Agencies or participating law enforcement agency: Either the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority.

c. Agency heads: Either the Sheriff of Lee County, or the Sheriff's designees; and the Chief of Fort Myers Police Department or the Chief's designees; Chief of Cape Coral Police Department or the Chief's designees; Chief of the Sanibel Police Department or the Chief's designees; Chief of the Florida Gulf Coast University Police Department or the Chief's designees; Chief of the Florida Southwestern State College Police Department or the Chief's Designees, Chief of the Lee County Port Authority or the Chief's designees.

d. Participating municipal police department: The Fort Myers Police Department, Cape Coral Police Department, Sanibel Police Department, Florida Gulf Coast University Police Department, Florida Southwestern State College Police Department and the Lee County Port Authority that has approved and executed this Agreement upon approval of the governing body of those Police Departments.

c. Certified law enforcement employee: any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police

department requiring assistance shall notify that agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources, at their own costs, to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the requesting agency.

5. Powers, Privileges, Immunities, and Costs:

a. All employees of the participating municipal police departments, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or jurisdiction in which they are normally employed.

b. The political subdivision or governing body having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision or governing body having financial responsibility for the law enforcement agency providing aid to the requesting agency pursuant to this Agreement, shall be responsible for compensating its employees while rendering aid pursuant to this Agreement and shall pay actual travel and maintenance expenses of its employees rendering such aid. Such compensation shall include any amounts paid or due for compensation resulting from personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include, to the extent allowable by law, all benefits normally due such employees by responding agency.

d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification: The political subdivision or governing body having financial responsibility for the law enforcement agency providing aid pursuant to this

Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision or governing body in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768.28, Florida Statutes and the strict financial limitations set forth therein.

7. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

8. Effective Date and Duration: This Agreement shall be in effect from the date of signing, through and including January 1, 2025. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

9. Cancellation: This Agreement may be cancelled by any party upon sixty (60) days written notice to the other parties. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

**AGREED TO AND ACKNOWLEDGED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

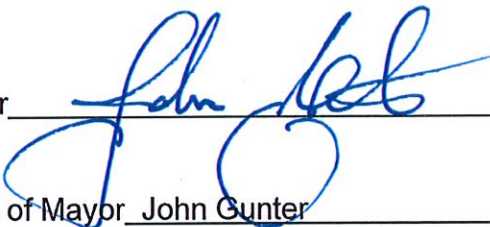
LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**CITY OF CAPE CORAL SIGNATURE PAGE**

Signed, City Clerk 

Printed Name of City Clerk Kimberly Bruns  
City of Cape Coral

Date: \_\_\_\_\_

Signed, Mayor 

Printed Name of Mayor John Gunter  
City of Cape Coral

Date: 1-25-2021

Signed, Interim Chief 

Printed Name of Interim Chief Anthony Sizemore  
City of Cape Coral Police Department

Date: 1/25/21



LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY SHERIFF SIGNATURE PAGE**

Signed, Sheriff  \_\_\_\_\_

Printed Name of Sheriff Carmine Marceno  
Lee County Sheriff's Office

Date: 3 | 30 | 21 \_\_\_\_\_

Signed, Counsel  \_\_\_\_\_

Printed Name of Counsel Abbi J. Smith  
Lee County Sheriff's Office

Date: 03.30.2021 \_\_\_\_\_

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**CITY OF FORT MYERS SIGNATURE PAGE**

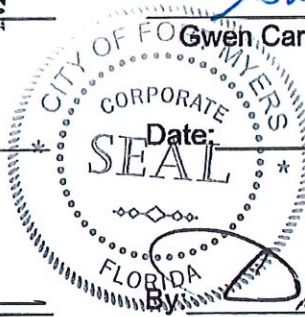
CITY OF FORT MYERS, FLORIDA  
a Municipal Corporation

ATTEST:

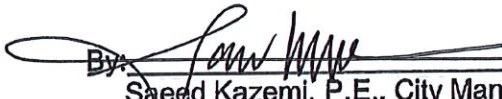
By:   
Kevin Anderson, Mayor

  
Gwen Carlisle, MMC, City Clerk

Date: 1/11/2021



Date: 1/11/2021

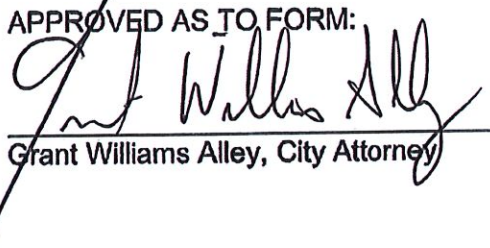
By:   
Saeed Kazemi, P.E., City Manager

By:   
Derrick W. Diggs, Chief of Police

Date: 1/11/2021

Date: 1/13/2021

APPROVED AS TO FORM:

  
Grant Williams Alley, City Attorney

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**CITY OF SANIBEL SIGNATURE PAGE**

Signed, City Clerk Scotty Lynn Kelly

Printed Name of the City Clerk Scotty Lynn Kelly  
City of Sanibel

Date: 1/19/21

Signed, Mayor Mick Denham

Printed Name of the Mayor Mick Denham  
City of Sanibel

Date: 1/19/21

Signed, Finance Director Steven C. Chaipel

Printed Name of Finance Director Steven C. Chaipel  
City of Sanibel

Date: 12/23/20

Signed, Chief William Dalton

Printed Name of the Chief William Dalton  
Sanibel Police Department

Date: 01/08/21

Signed, City Attorney John D. Agnew

Printed Name of the City Attorney John D. Agnew  
City of Sanibel

Date: 12/22/20

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**FLORIDA GULF COAST UNIVERSITY SIGNATURE PAGE**

Signed, Chief 

Printed Name of Chief Steven C. Moore  
Florida Gulf Coast University Board of Trustees

Date: 12.22.20

Signed, Vice President & General Counsel 

Printed Name of Vice President & General Counsel Vee H. Leonard  
Florida Gulf Coast University Board of Trustees

Date: December 15, 2020

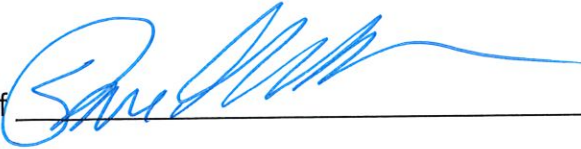
Signed, President 

Printed Name of President Michael V. Martin  
Florida Gulf Coast University Board of Trustees

Date: 12/16/20

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY PORT AUTHORITY SIGNATURE PAGE**

Signed, Chief  \_\_\_\_\_

Printed Name of Chief Shawn Chamberlain  
Lee County Port Authority

Date: 4-7-2021 \_\_\_\_\_

Signed, Attorney  \_\_\_\_\_

Printed Name of Attorney Mark A. Trank  
Lee County Port Authority

Date: 4-7-2021 \_\_\_\_\_

Signed, Chair \_\_\_\_\_

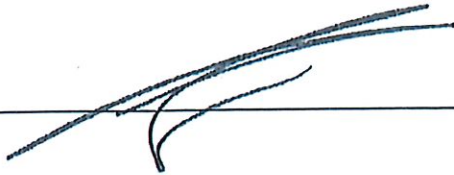
Printed Name Kevin Ruane  
Lee County Port Authority Board of Commissioners

Date: \_\_\_\_\_

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**FLORIDA SOUTHWESTERN STATE COLLEGE SIGNATURE PAGE**

Signed, Chief \_\_\_\_\_

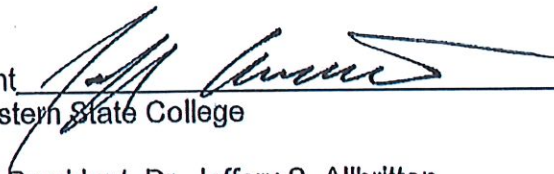


Printed Name of Chief Jerry Connolly  
Florida Southwestern State College

Date: \_\_\_\_\_

2/16/21

Signed, President \_\_\_\_\_



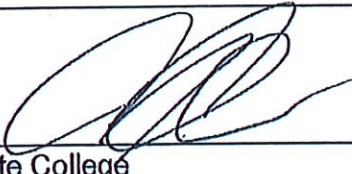
Florida Southwestern State College

Printed Name of President Dr. Jeffery S. Allbritten  
Florida Southwester State College

Date: \_\_\_\_\_

2/17/2021

Signed, General Counsel \_\_\_\_\_



Florida Southwestern State College

Printed Name of General Counsel C. Joe Coleman  
Florida Southwestern State College

Date: \_\_\_\_\_

2/17/2021

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY CLERK OF COURT SIGNATURE PAGE**

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY CLERK OF COURT SIGNATURE PAGE**

Signed, Deputy Clerk \_\_\_\_\_

Printed Name of Deputy Clerk Cindy Carter, Senior Supervisor  
Lee County Clerk of Court

Date: \_\_\_\_\_

LEE COUNTY MULTI JURISDICTIONAL  
MUTUAL AID AGREEMENT

**LEE COUNTY BOCC SIGNATURE PAGE**

Signed, Chair \_\_\_\_\_

Printed Name of Chair Kevin Ruane  
Lee County Port Authority

Date: \_\_\_\_\_

Signed, Office of the County Attorney  \_\_\_\_\_

Printed Name of Attorney Mark A. Trank  
Office of the County Attorney

Date: 4-7-2021



***Carmine Marceno***  
Sheriff



*"Proud to Serve"*

State of Florida  
County of Lee

***Abbi J. Smith, Esq.***  
Deputy General Counsel

December 10, 2020

**Chiefs of Police:**

Cape Coral Police Department  
1100 Cultural Park Blvd.  
Cape Coral, FL 33990  
c/o [Mlaforest@capecoral.net](mailto:Mlaforest@capecoral.net)

[c/o smchamberlain@flylcpa.com](mailto:smchamberlain@flylcpa.com);  
[hethibodeauz@flylcpa.com](mailto:hethibodeauz@flylcpa.com);  
[ghagen@leegov.com](mailto:ghagen@leegov.com);  
[Dist4@leegov.com](mailto:Dist4@leegov.com)

Fort Myers Police Department  
2210 Widman Way  
Fort Myers, FL 33901  
c/o [AStoebenau@FMPolice.com](mailto:AStoebenau@FMPolice.com)

Chairman, Lee County BOCC  
2120 Main Street  
Fort Myers, FL  
33901 c/o  
[Dist4@leegov.com](mailto:Dist4@leegov.com)

Sanibel Fort Myers Police Department  
800 Dunlop Road  
Sanibel, FL 33957  
c/o [Scotty.Kelly@misanibel.com](mailto:Scotty.Kelly@misanibel.com)

Lee County Clerk of Courts  
P.O. Box 2469  
Fort Myers, FL 33902  
[CCarter@leegov.com](mailto:CCarter@leegov.com)

10501 FGCU Blvd South Fort  
Myers, FL 33965  
c/o [bdbrown@fgcu.edu](mailto:bdbrown@fgcu.edu);  
[legalreview@fgcu.edu](mailto:legalreview@fgcu.edu)

Mayor, City of Fort Myers  
P.O. Drawer 2217  
Fort Myers, FL 33902

Florida Southwestern State College  
8099 College Parkway  
Fort Myers, FL 33919  
c/o [Danny.Nix@fsw.com](mailto:Danny.Nix@fsw.com);

Mayor, City of Cape Coral  
P.O. Box 150027  
Cape Coral, FL 33915

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

Mayor, City of Sanibel  
800 Dunlop Road  
Sanibel, FL 33957

Dear Sirs or Madams:

Enclosed please find the Lee County Multi-Jurisdictional Mutual Aid Agreement for circulation within your agencies and signature of two (2) originals by all parties. Once all individuals have signed your respective signature page, please return your



*"The Lee County Sheriff's Office is an Equal Opportunity Employer"*  
14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

December 10, 2020

Page 2

originals to my office at the below address, attention Legal Services Executive Bureau. Once all signatures are received we will provide a final signed copy to each of you and the Florida Department of Lee Enforcement.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Abbi J. Smith, Esq.  
Deputy General Counsel

AJS/lc

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. <b>REQUESTED MOTION/PURPOSE:</b> Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04) in the amount of \$2,621,266 from the Florida Department of Transportation for the Airport Traffic Control Tower at Southwest Florida International Airport.</p> <p>2. <b>FUNDING SOURCE:</b> N/A</p> <p>3. <b>TERM:</b> N/A</p> <p>4. <b>WHAT ACTION ACCOMPLISHES:</b> Amends the current grant to add \$2,621,266 of state funding for the RSW Airport Traffic Control Tower.</p>	<p>5. <b>CATEGORY:</b> 15. Administrative Agenda</p> <hr/> <p>6. <b>ASMC MEETING DATE:</b> 4/20/2021</p> <p>7. <b>BoPC MEETING DATE:</b> 5/6/2021</p>
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<p>8. <b>AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input type="checkbox"/> CONSENT</p> <p><input checked="" type="checkbox"/> ADMINISTRATIVE</p>	<p>9. <b>REQUESTOR OF INFORMATION:</b> (ALL REQUESTS) NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p>
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**10. BACKGROUND:**

As a result of continued coordination between the Lee County Port Authority (LCPA) and Florida Department of Transportation (FDOT) District One staff, an Amendment to the Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04, has been secured. This Amendment adds \$2,621,266 in state funds in FY2020/2021 to be used towards eligible costs for the ATCT project currently under construction. LCPA staff continues to work with FDOT to program additional funds to reduce the LCPA's costs associated with this project. This brings FDOT's participation to date to \$22,005,765.

Attachments:  
Resolution  
Amendment to Public Transportation Grant Agreement

### 11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

<p>12. <b>SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</b></p> <p>APPROVED <b>X (6-0)</b> APPROVED as AMENDED DENIED OTHER</p>	<p>13. <b>PORT AUTHORITY ACTION:</b></p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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RESOLUTION  
FOR  
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Amendment to the Public Transportation Grant Agreement (PTGA), Financial Project No. 420652-1-94-04, 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 Amendment to the PTGA Financial Project No. 420652-1-94-04, 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 Amendment to the PTGA, Financial Project No. 420652-1-94-04, with the Florida Department of Transportation.

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 \_\_\_\_\_, 2021.

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

Approved as to legal form and sufficiency:

By: \_\_\_\_\_  
Office of the Port Authority Attorney

**PUBLIC TRANSPORTATION  
AMENDMENT TO THE PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> <u>420652-1-94-04</u>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: _____	DDR	FLAIR Category: <u>088719</u>
Contract Number: <u>G1035</u>	Federal Award Date: _____		Object Code: <u>751000</u>
CFDA Number: <u>N/A</u>	Agency DUNS Number: <u>781566419</u>		Org. Code: <u>55012020129</u>
CFDA Title: <u>N/A</u>			Vendor Number: <u>VF650717520004</u>
CSFA Number: <u>55.004</u>			Amendment No.: <u>2</u>
CSFA Title: <u>Aviation Grant Program</u>			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation (“Department”), and Lee County Port Authority, (“Agency”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Department and the Agency on 6/10/2019 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description.** The project is amended to add state and local funds, in accordance with the procedure for multi-year/phased airport projects.
- 2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)  
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Financial Assistance (Single Audit Act)
- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
STRATEGIC  
DEVELOPMENT  
OGC 11/19

\_\_\_ \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is X increased/ \_\_\_ decreased by \$5,242,532 bringing the revised total cost of the project to \$14,494,346.

The Department's participation is X increased/ \_\_\_ decreased by \$2,621,266. The Department agrees to participate in the Project cost up to the maximum amount of \$7,247,173, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Lee County Port  
Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: John M. Kubler, P.E.  
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Don Conway, Contracts Attorney

\_\_\_\_\_

\_\_\_\_\_

DS  
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 02/20

**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
420652-1-94-04	DDR	088719	2019	751000	55.004	Aviation Grant Program	\$2,120,254
420652-1-94-04	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$2,505,653
420652-1-94-04	DDR	088719	2021	751000	55.004	Aviation Grant Program	\$2,621,266
420652-1-94-04	LF	088719	2021	751000	55.004	Aviation Grant Program	\$2,621,266
420652-1-94-04	LF	088719	2020	751000	55.004	Aviation Grant Program	\$2,505,653
420652-1-94-04	LF	088719	2019	751000	55.004	Aviation Grant Program	\$2,120,254
420652-1-94-04	LF	088719	2022	751000	55.004	Aviation Grant Program	\$21,394,096
<b>Total Financial Assistance</b>							<b>\$35,888,442</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$7,247,173	\$7,247,173	\$0	\$14,494,346	50.00	50.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
<b>Totals</b>	<b>\$7,247,173</b>	<b>\$7,247,173</b>	<b>\$0</b>	<b>\$14,494,346</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kristi A. Smith, CSM, PLS

Department Grant Manager Name

2/4/2021 | 11:37 AM EST

*Kristi A. Smith, PLS*

Signature

Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 02/20

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 02/20

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$7,247,173

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## Certificate Of Completion

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Subject: Please DocuSign: RSW_G1035_420652-1_ATCT & TRACON_PTGA Amendment No. 2_Draft for Review.pdf, _P...	
Contract Number (ex. C9A12, optional): G1035	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 420652-1-94-04	
Office (contact Procurement if add is needed): Aviation	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator: Kristi Smith 605 Suwannee Street MS 20 Tallahassee, FL 32399-0450 kristi.smith@dot.state.fl.us IP Address: 156.75.180.190
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## Record Tracking

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## Signer Events

Kristi A. Smith, PLS  
kristi.smith@dot.state.fl.us  
Senior Aviation/Intermodal Project Manager  
Florida Department of Transportation  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
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Don Conway  
don.conway@dot.state.fl.us  
Senior Attorney  
Florida Department of Transportation  
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Completed	Security Checked	2/4/2021 12:47:41 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02) in the amount of \$11,093,415 from the Florida Department of Transportation for the Terminal Expansion at Southwest Florida International Airport.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Amends the current grant to add \$11,093,415 of state funding for the RSW Terminal Expansion.

5. **CATEGORY:** 16.  
Administrative Agenda

6. **ASMC MEETING DATE:** 4/20/2021

7. **BoPC MEETING DATE:** 5/6/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As a result of continued coordination between the Lee County Port Authority (LCPA) and Florida Department of Transportation (FDOT) District One staff, an Amendment to the Public Transportation Grant Agreement, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02, has been secured. This Amendment adds \$11,093,415 in state funds in FY2020/2021 to be used towards eligible costs for the Terminal Expansion project. LCPA staff continues to work with FDOT to program additional funds to reduce the LCPA's costs associated with this project. This brings FDOT's participation to date to \$26,560,847.

Attachments:

- Resolution  
Amendment to Public Transportation Grant Agreement

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED  
APPROVED as AMENDED  
DENIED  
DEFERRED to  
OTHER



RESOLUTION
FOR
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Amendment to the Public Transportation Grant Agreement (PTGA), Financial Project Nos. 441981-1-94-01 and 441981-1-94-02, with the Florida Department of Transportation.

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That Amendment to the PTGA, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02, is approved.
2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the Amendment to the PTGA, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02, with the Florida Department of Transportation.

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 \_\_\_\_\_, 2021.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: \_\_\_\_\_
Deputy Clerk

By: \_\_\_\_\_
Chair

Approved as to legal form and sufficiency:

By: \_\_\_\_\_
Office of the Port Authority Attorney



**PUBLIC TRANSPORTATION  
AMENDMENT TO THE PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DIS,GMR,SIWR	FLAIR Category:	088719
441981-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
441981-1-94-02	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55012020129
Contract Number: G1C87	Federal Award Date:		Vendor Number:	VF650717520004
CFDA Number: N/A	Agency DUNS Number:	781566419	Amendment No.:	1
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation (“Department”), and Lee County Port Authority, (“Agency”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Department and the Agency on 2/3/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description.** The project is amended to add state and local funds in accordance with the procedure for multi-year/phased airport projects.
- 2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)  
(Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Financial Assistance (Single Audit Act)
- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
STRATEGIC  
DEVELOPMENT  
OGC 11/19

\_\_\_ \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is X increased/ \_\_\_ decreased by \$22,186,830 bringing the revised total cost of the project to \$43,545,894.

The Department's participation is X increased/ \_\_\_ decreased by \$11,093,415. The Department agrees to participate in the Project cost up to the maximum amount of \$21,772,947, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Lee County Port  
Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: John M. Kubler, P.E.  
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Don Conway, Contracts Attorney

<sup>DS</sup>  
*DC*

\_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 02/20

**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441981-1-94-01	DIS	088719	2020	751000	55.004	Aviation Grant Program	\$5,638,406
441981-1-94-01	GMR	088719	2020	751000	55.004	Aviation Grant Program	\$5,041,126
441981-1-94-01	GMR	088719	2021	751000	55.004	Aviation Grant Program	\$3,125,696
441981-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$6,593,415
441981-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$10,679,532
441981-1-94-01	SIWR	088719	2021	751000	55.004	Aviation Grant Program	\$3,467,719
441981-1-94-02	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$4,500,000
441981-1-94-02	LF	088719	2021	751000	55.004	Aviation Grant Program	\$4,500,000
<b>Total Financial Assistance</b>							<b>\$43,545,894</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$21,772,947	\$21,772,947	\$0	\$43,545,894	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
<b>Totals</b>	<b>\$21,772,947</b>	<b>\$21,772,947</b>	<b>\$0</b>	<b>\$43,545,894</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kristi A. Smith, CSM, PLS

Department Grant Manager Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 02/20

DocuSigned by:

*Kristi A. Smith*

3/22/2021 | 12:15 PM EDT

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Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 02/20

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$21,772,947

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

## Certificate Of Completion

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Contract Number (ex. C9A12, optional): G1C87	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 441981-1-94-01 & 441981-1-94-02	
Office (contact Procurement if add is needed):	
Aviation	
Source Envelope:	
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Certificate Pages: 2	Initials: 1
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Envelopeld Stamping: Enabled	Kristi Smith
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	605 Suwannee Street
	MS 20
	Tallahassee, FL 32399-0450
	kristi.smith@dot.state.fl.us
	IP Address: 156.75.180.190


## Record Tracking

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## Signer Events

Don Conway  
don.conway@dot.state.fl.us  
Senior Attorney  
Florida Department of Transportation  
Security Level: Email, Account Authentication (None)

## Signature



Signature Adoption: Pre-selected Style  
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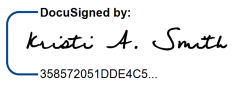
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Kristi A. Smith  
kristi.smith@dot.state.fl.us  
Senior Aviation/Intermodal Project Manager  
Florida Department of Transportation  
Security Level: Email, Account Authentication (None)

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## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

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## Intermediary Delivery Events

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## Certified Delivery Events

## Status

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## Carbon Copy Events

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## Witness Events

## Signature

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# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a federal grant (Airport Coronavirus Relief Grant Program, Grant Agreement No. 3-12-0135-60-2021) from the Federal Aviation Administration for Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act funds in the amount of \$9,853,507 for Southwest Florida International Airport.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides \$9,853,507 of CRRSA funding for economic relief at Southwest Florida International Airport.

5. **CATEGORY:** 17.  
Administrative Agenda
6. **ASMC MEETING DATE:** 4/20/2021
7. **BoPC MEETING DATE:** 5/6/2021

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**  
(ALL REQUESTS)  
NAME Mark Fisher
- DIV. Development

**10. BACKGROUND:**

As announced by the Secretary of Transportation on February 12, 2021, Southwest Florida International Airport (RSW) is eligible for funds under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Public Law 116-260) (CRRSA). These CRRSA Act funds are intended to assist airports experiencing a shortfall in revenues and weather the economic crisis resulting from the COVID-19 public health emergency. U.S. airports are a vital component to the national transportation system and key to the country's economic recovery. In addition to CARES Act funds for airports, \$2 billion dollars of supplemental federal funds in FY 2021 have been allocated to airports under the CRRSA Act distributed by the Federal Aviation Administration (FAA). A condition of accepting CRRSA Act funds is that the Port Authority must have employed through February 15, 2021 at least 90 percent of its workforce (as of March 27, 2020) unless approved by the FAA due to an unusual hardship. Airports have four years to spend allocated funds.

Port Authority staff has been working diligently with the FAA in an effort to secure grants from the CRRSA Act. As a result of continued coordination between the Port Authority and FAA Airports Orlando District (ADO) staff, an Airport Coronavirus Relief Grant Program (ACRGP), Grant Agreement No. 3-12-0135-060-2021, has been secured in the amount of \$9,853,507 to be used toward eligible operational costs, such as payroll, cleaning, sanitization and janitorial services, or payment debt service. Unprecedented financial losses are being experienced by all stakeholders, including the Port Authority, airlines, rental car agencies, concessionaires, ground transportation providers, tenants, etc., and this funding assistance will help greatly to support the airport's fiscal bottom line.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
- APPROVED **X (6-0)**  
APPROVED as AMENDED  
DENIED  
OTHER

13. **PORT AUTHORITY ACTION:**
- APPROVED  
APPROVED as AMENDED  
DENIED  
DEFERRED to  
OTHER

**Background (continued)**

than April 23, 2021. In order to secure the grant agreement, the Executive Director executed it on behalf of the Port Authority. Staff requests the Board ratify this action.

## Attachments:

Resolution

FAA Grant Offer Letter

FAA Grant



U.S. Department  
of Transportation  
Federal Aviation  
Administration

FAA ORL ADO  
8427 SouthPark Circle,  
Suite 524  
Orlando, FL 32819

March 29, 2021

Mr. Benjamin R. Siegel  
Executive Director  
Lee County Port Authority  
11000 Terminal Access Road, Suite 8671  
Fort Myers, Florida 33913-8213

Dear Mr. Siegel:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-12-0135-060-2021 for Southwest Florida International Airport. This letter outlines expectations for success. Please read and follow the instructions 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 **April 23, 2021** 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.
- d. The grant offer must be digitally 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 digitally attested to the grant, an email with the executed grant will be sent to all parties.

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 drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed/dated 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).

By accepting this grant, you agree to continue to employ, through February 15, 2021, at least 90 percent of the number of individuals employed by the airport as of March 27, 2020. In accordance with the employee retention grant assurance, you will provide an employee retention report to CARESAirports@faa.gov by March 1, 2021.

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.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bart Vernace".

Bart Vernace, P.E.  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date March 29, 2021

Airport/Planning Area Southwest Florida International Airport

ACRGP Grant Number 3-12-0135-060-2021

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 an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 17, 2021, for a grant of Federal funds at or associated with the Southwest Florida International Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Southwest Florida International Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Southwest Florida

International incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**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 \$9,853,507, allocated as follows:
  - \$1,570,617 Primary KC2021
  - \$8,282,890 Primary KQ2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
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 unless this offer has been accepted by the Sponsor on or before April 26, 2021, 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, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP 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(s). 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 relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP 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 invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **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.
14. **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.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (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.
16. **Audits for Sponsors.**
- 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/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **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 the entity is not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm is 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 the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**18. 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 this ACRGP Grant or subgrant funded by this Grant.
  - 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 funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or
    - B. 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 the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **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:
    - a. Gross mismanagement of a Federal grant;
    - b. Gross waste of Federal funds;
    - c. An abuse of authority relating to implementation or use of Federal funds;
    - d. A substantial and specific danger to public health or safety; or
    - e. 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:
    - a. A member of Congress or a representative of a committee of Congress;
    - b. An Inspector General;
    - c. The Government Accountability Office;
    - d. A Federal office or employee responsible for oversight of a grant program;
    - e. A court or grand jury;
    - f. A management office of the grantee or subgrantee; or
    - g. 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 ACRGP Grant Agreement 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).

21. **Employee Retention.** Lee County Port Authority, owner and operator of Southwest Florida International, as a Medium hub airport, agrees to continue to employ, through February 15, 2021 at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is

specifically waived by the Secretary at the airport Sponsor's written request. The CRRSA Act extends reporting requirements through February 15, 2021. On or before March 1, 2021, the Sponsor will report to the FAA the number of employees as of February 15, 2021.

22. **Limitations**. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy**. The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 29, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



\_\_\_\_\_  
(Signature)

Bart Vernace

\_\_\_\_\_  
(Typed Name)

Manager

\_\_\_\_\_  
(Title of FAA Official)

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, 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 ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. <sup>1</sup>

Dated March 29, 2021

Lee County Port Authority

*(Name of Sponsor)*



Benjamin Siegel (Mar 29, 2021 14:22 EDT)

*(Signature of Sponsor's Designative Official/Representative)*

**By:** Benjamin Siegel

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:** Executive Director

*(Title of Sponsor's Designative Official/Representative)*

<sup>1</sup> 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, Mark A. Trank, 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 CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. 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.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at March 30, 2021

By: Mark A. Trank  
Mark A. Trank (Mar 30, 2021 08:57 EDT)  
*(Signature of Sponsor's Attorney)*

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. 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.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

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 ACRGP Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- 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.
- 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.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- 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.
- 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. <sup>2</sup>
- 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**

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- a. Executive Order 11246 – Equal Employment Opportunity
- 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 Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- 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. <sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 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. <sup>1</sup>



- h. 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).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 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.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- 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 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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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.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **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 grant; that an official decision has been made by 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 Grant 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. Good Title.**

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.

**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, 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. 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 this Grant Agreement.
- c. 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 and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP 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.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement 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, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**9. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

**10. 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.

**11. 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.

**12. 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.

### **13. 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.

### **14. 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.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended 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(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. 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. 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:
1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. 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.

#### **18. 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.

#### **19. 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.

## 20. 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 Part 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:

- 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 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 for 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, grant, 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, grant, or program.
  - C. 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.
  - D. 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.

**21. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that 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.

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 24, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. 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.

**24. 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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).

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

RESOLUTION AUTHORIZING, ADOPTING, APPROVING,  
ACCEPTING AND RATIFYING THE EXECUTION OF  
AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM  
GRANT AGREEMENT NUMBER 3-12-0135-060-2021  
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 Coronavirus Relief Grant Program (ACRGP) Grant Agreement No. 3-12-0135-060-2021 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.

The execution of ACRGP Grant Agreement No. 3-12-0135-060-2021 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 ACRGP Grant Agreement on behalf of said Lee County Board of Port Commissioners, Lee County, Florida.

SECTION 4.

The ACRGP 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 \_\_\_\_\_, 2021.

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

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p><b>1. REQUESTED MOTION/PURPOSE:</b> Request Board approve a federal grant (Airport Coronavirus Relief Grant Program, Concessions Relief Addendum No. 3-12-0135-61-2021) from the Federal Aviation Administration for Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act funds in the amount of \$1,080,299 for concession relief at Southwest Florida International Airport.</p> <p><b>2. FUNDING SOURCE:</b> Provides \$1,080,299 of CRRSA funding for concession relief at Southwest Florida International Airport.</p> <p><b>3. TERM:</b> N/A</p> <p><b>4. WHAT ACTION ACCOMPLISHES:</b> N/A</p>	<p><b>5. CATEGORY: 18.</b> Administrative Agenda</p> <hr/> <p><b>6. ASMC MEETING DATE: 4/20/2021</b></p> <p><b>7. BoPC MEETING DATE: 5/6/2021</b></p>
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<p><b>8. AGENDA:</b></p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input type="checkbox"/> CONSENT</p> <p><input checked="" type="checkbox"/> ADMINISTRATIVE</p>	<p><b>9. REQUESTOR OF INFORMATION:</b> (ALL REQUESTS)</p> <p>NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p>
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**10. BACKGROUND:**

As announced by the Secretary of Transportation on February 12, 2021, Southwest Florida International Airport (RSW) is eligible for funds under the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Public Law 116-260) (CRRSA). These CRRSA Act funds are intended to assist airports experiencing a shortfall in revenues and weather the economic crisis resulting from the COVID-19 public health emergency. U.S. airports are a vital component to the national transportation system and key to the country's economic recovery. In addition to CARES Act funds for airports, \$2 billion dollars of supplemental federal funds in FY 2021 have been allocated to airports under the CRRSA Act, distributed by the Federal Aviation Administration (FAA).

Port Authority staff has been working diligently with the FAA in an effort to secure grants from the CRRSA Act. As a result of continued coordination between the Port Authority and FAA Airports Orlando District (ADO) staff, an Airport Coronavirus Relief Grant Program (ACRGP) Concessions Relief Addendum, No. 3-12-0135-061-2021, has been secured in the amount of \$1,080,299 to be used to provide relief from rent and minimum annual guarantees to on-airport car rental, on-airport parking and in-terminal airport concessions. Unprecedented financial losses are being experienced by all stakeholders, including the Port Authority, airlines, rental car agencies, concessionaires, ground transportation providers, tenants, etc., and this funding assistance will help greatly to support the airport's fiscal bottom line.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later than April 26, 2021. In order to secure the grant agreement, the Executive Director executed it on behalf of the Port Authority. Staff requests the Board ratify this action.

### 11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. Trank</i>	<i>Benjamin R. Siegel</i>

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

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Attachments:

Resolution

FAA Grant Addendum/FAA Grant Addendum Letter

RESOLUTION AUTHORIZING, ADOPTING, APPROVING,  
ACCEPTING AND RATIFYING THE EXECUTION OF  
AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM  
CONCESSIONS RELIEF ADDENDUM NUMBER 3-12-0135-061-2021  
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 Coronavirus Relief Grant Program (ACRGP) Concessions Relief Addendum No. 3-12-0135-061-2021 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.

The execution of ACRGP Concessions Relief Addendum No. 3-12-0135-061-2021 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 ACRGP Concessions Relief Addendum on behalf of said Lee County Board of Port Commissioners, Lee County, Florida.

SECTION 4.

The ACRGP Concessions Relief Addendum 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 \_\_\_\_\_, 2021.

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



FAA ORL ADO  
8427 SouthPark Circle,  
Suite 524  
Orlando, FL 32819

March 29, 2021

Mr. Benjamin R. Siegel  
Executive Director  
Lee County Port Authority  
11000 Terminal Access Road, Suite 8671  
Fort Myers, Florida 33913-8213

SUBJECT: Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum

Dear Mr. Siegel:

Please find the following electronic ACRGP Concessions Relief Addendum Offer, Addendum No. 3-12-0135-061-2021 for Southwest Florida International Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the addendum to the individual signing the addendum; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the addendum, followed by the attorney's certification, no later than April 26, 2021 in order for the addendum to be valid.
- c. You may not make any modification to the text, terms or conditions of the addendum offer.
- d. The addendum offer must be digitally signed by the sponsor's legal signatory authority and then the addendum offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the addendum, an email with the executed addendum will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this addendum must be made electronically via the Delphi invoicing System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds to provide relief from rent and minimum annual guarantees (MAG) to on-airport car rental, on-airport parking, and in-terminal concessions.

With each payment request you are required to upload a summary directly to Delphi. The summary should include at least the list of concessions, baseline numbers for proportional calculations, amount of rent and MAG relief, and the consultation date with any Airport Concession Disadvantaged Business Enterprise. Please refer to the [ACRGP Frequently Asked Questions](#) for further information

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and

- A closeout report.

Until the addendum is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this addendum is open (due December 31 of each year this addendum is open).

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.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bart Vernace".

Bart Vernace, P.E.  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

### CONCESSIONS RELIEF ADDENDUM

#### Part I - Offer

Federal Award Offer Date      March 29, 2021

Airport/Planning Area            Southwest Florida International Airport

ACRGP Addendum Number      3-12-0135-061-2021

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 an application dated February 17, 2021 to amend Airports Coronavirus Response Grant Program (ACRGP or "the Agreement") Grant Agreement 3-12-0135-060-2021 to provide relief from rent and minimum annual guarantees (MAG) obligations to each eligible airport concession at Southwest Florida International Airport, in accordance with the Coronavirus Response and Relief Appropriations Act ("CRRSA Act" or "the Act"), Public Law 116-260, Division M;

**WHEREAS**, the FAA has agreed with the Sponsor to amend its ACRGP Grant Agreement 3-12-0135-060-2021 to further allocate \$1,080,299 to fund Concession Relief as defined below;

**WHEREAS**, the Sponsor has accepted the terms of the FAA's ACRGP Concessions Relief Addendum offer;

**WHEREAS**, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the ACRGP Concessions Relief Addendum Application for the Southwest Florida International Airport;

**WHEREAS**, no other terms, conditions, or assurances of the 3-12-0135-060-2021 shall be negated as a result of this ACRGP Concessions Relief Addendum;

**WHEREAS**, this ACRGP Concessions Relief Addendum hereby amends 3-12-0135-060-2021 for the purpose of adding \$1,080,299 for Southwest Florida International Airport to use to provide relief from



rent and minimum annual guarantees (MAG) obligations, as applicable, to each eligible airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of the rent and MAGs of all eligible airport concessions at Southwest Florida International Airport, as further defined herein, for relief provided no earlier than December 27, 2020, until the specified Concession Relief funds have been fully expended.

**NOW THEREFORE**, in accordance with the applicable provisions of the Coronavirus Response and Relief Appropriations Act, Public Law 116-260, Division M, the representations contained in the ACRGP Concessions Relief Addendum Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for an ACRGP Concessions Relief Addendum, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-12-0135-060-2021 and, (b) the benefits to accrue to the United States and the public from the accomplishment of the ACRGP Concession Relief Addendum, and in compliance with the conditions and requirements as herein provided

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing ACRGP Concessions Relief as a result of and in accordance with this ACRGP Concession Relief Addendum.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

### **CONDITIONS**

#### **ADDENDUM TO AIRPORT CORONAVIRUS RELIEF GRANT AGREEMENT 3-12-0135-060-2021**

- 1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,080,299 to be provided to the airport sponsor for rent relief provided to eligible airport concessions as described herein.
- 2a. **Period of Performance.** This ACRGP Concessions Relief Addendum is subject to the following federal award requirements:
  - a. This Addendum does not change the period of performance date prescribed in the ACRGP Grant Agreement 3-12-0135-060-2021.
  - b. This Addendum does not change the budget period prescribed in the ACRGP Grant Agreement 3-12-0135-060-2021.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
    2. The FAA may terminate this ACRGP Concessions Relief Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340.

- 3a. **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.
- 4a. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the Concessions Relief unless this offer has been accepted by the Sponsor on or before April 26, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 5a. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Concessions Relief Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

### **SUPPLEMENTAL TO ACRGP GRANT AGREEMENT 3-12-0135-060-2021**

#### **CONDITION FOR AIRPORT CONCESSIONS RELIEF -**

1. **ACRGP Concessions Relief.** The Sponsor agrees that it will use the funds in this ACRGP Concessions Relief Addendum allocated specifically to cover lawful expenses to provide relief from rent and minimum annual guarantee obligations to on airport car rental, on-airport parking, and in-terminal airport concessions (collectively referred to herein as “Concessions”) as defined in part 23 of title 49, Code of Federal Regulations, in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds shall be governed by the following specific conditions defined in the CRRSA Act:
  - a. Relief provided to Concessions must equal the total amount of funds allocated for Concessions under this ACRGP Concessions Relief Addendum, to the extent practicable and to the extent permissible under state laws, local laws, and applicable trust indentures;
  - b. Relief provided to Concessions from rent and minimum annual guarantee obligations to each eligible airport concession in an amount that reflects each eligible airport concession’s proportional share of the total amount of the rent and minimum annual guarantees of all the eligible airport concessions at such airport;
  - c. Relief provided to Concessions shall be prioritized to minority-owned businesses, to the extent permissible;
  - d. Relief shall only be provided to Concessions that have certified they have not received a second draw or assistance for a covered loan under Section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or minimum annual guarantee costs; and
  - e. Each Concession provided relief with these funds shall certify to the Sponsor it will not apply for a covered loan as described above for rent or minimum annual guarantee costs.

The Sponsor agrees that it will provide the FAA with reporting data in lieu of invoices to be reimbursed for eligible expenses as described herein and certify data submitted is true and correct. The FAA will provide reporting options for the Sponsor. The Sponsor may not use funds allocated for Concessions for other airport purposes except that the Sponsor may retain up to two percent of the amount allocated for Concession relief purposes in this ACRGP Concession Relief Addendum to administer the Concession relief program. Funds not expended under this condition are subject to recovery by FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Concessions Relief Addendum Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise an ACRGP Concessions Relief Addendum, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Concessions Relief and compliance with the conditions as provided herein. Further, this ACRGP Concessions Relief Addendum shall be attached to ACRGP 3-12-0135-060-2021 inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



\_\_\_\_\_  
*(Signature)*

Bart Vernace

\_\_\_\_\_  
*(Typed Name)*

Manager

\_\_\_\_\_  
*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Concessions Relief Addendum Application and incorporated materials referred to in the foregoing Offer under this ACRGP Concessions Relief Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer. Furthermore, the Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this March 29, 2021

Lee County Port Authority

\_\_\_\_\_  
*(Name of Sponsor)*



\_\_\_\_\_  
Benjamin Siegel (Mar 29, 2021 14:25 EDT)

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** Benjamin Siegel

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** Executive Director

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Mark A. Trank, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing ACRGP Concessions Relief Addendum under the laws of the State of Florida. Further, I have examined the foregoing ACRGP Concessions Relief Addendum 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 CRRSA Act. In addition, for grants involving Concessions Relief to be carried out by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this ACRGP Concessions Relief Addendum may only be used for the Concessions Relief prescribed in the Act and identified herein. The Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose a. Further, it is my opinion that the said ACRGP Grant Agreement and the ACRGP Concessions Relief Addendum attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at March 30, 2021

By: Mark A. Trank

Mark A. Trank (Mar 30, 2021 08:58 EDT)

(Signature of Sponsor's Attorney)

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Approve settlement between the Port Authority and Triangle Services of Florida, Inc. relating to the Janitorial Service Agreement (RFP #13-05)
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** The settlement will resolve the claims asserted by the Authority against Triangle and will result in a payout to the Authority in the amount of \$849,015.62, representing the proceeds of the liability insurance policy issued to the surety for Triangle Services, Travelers Insurance.

5. **CATEGORY:**  
WALK-ON

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 5/6/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE
- WALK-ON

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark A. Trank

DIV. Port Attorney

10. **BACKGROUND:**

On September 9, 2013, the Lee County Port Authority entered into a service agreement with Triangle Services of Florida, Inc. (Triangle) to provide janitorial services to the Southwest Florida International Airport and Page Field General Aviation Airport. ). On December 18, 2019, the Lee County Clerk of Court prepared an internal audit report of LCPA's janitorial service agreement with Triangle. That report was subsequently updated on June 5, 2020. The Clerk of Court Inspector General received two tips regarding allegations of potential fraud, waste and abuse by Triangle. Anonymous tipster(s) submitted complaints to the IG on November 22, 2017 and April 20, 2018. Those allegations included:

1. Less than full shift work for full-time paid by certain employees.
2. A boss that is unavailable.
3. Preferential treatment for certain employees.
4. Missing equipment.
5. New equipment never in working order.
6. Retaliation against whistleblowers.
7. Conflict of interest.

The IG internal audit report concluded there was substantial evidence of fraud, contractual violations, and lack of internal controls, and the report recommended that LCPA terminate the agreement and seek repayment for the economic losses sustained by the reimbursement of overstated invoices. The economic losses incurred by LCPA were allegedly caused by payroll fraud that consisted of utilizing Triangle ghost employees (a ghost employee is a fictitious person or a real

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR  <i>Benjamin R. Siegel</i>
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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)**

individual who performs no work but is fraudulently paid). The internal report also alleged Triangle timesheet or timecard fraud. In this situation, Triangle employees were recording hours they did not work and collecting payments for them. In addition to these discrepancies, the internal audit report alleged that Triangle destroyed payroll records and supporting documentation mandated for retention pursuant to Florida Statutes and required by the agreement. Subsequent to release of the audit, the Authority issued notice on December 20, 2019 of its intent to terminate the Triangle Janitorial Service Agreement, and LCPA's agreement with Triangle was terminated on January 18, 2020.

LCPA has analyzed the economic losses sustained by LCPA because of this situation, and has concluded that the losses amount to \$1,000,136.89. The receipt of settlement funds of \$849,015.62 would represent a recovery by LCPA of approximately 90% against the calculated losses. By agreeing to the settlement, the Authority would release Triangle from further liability and would waive its right to seek any deficiency amount against Triangle.

This is a pre-suit settlement proposal, as the Authority has not filed suit yet but has been negotiating with Triangle and its surety to avoid the costs, delay and uncertainty associated with litigation.

Attachment: Settlement Agreement

## GENERAL RELEASE

Whereas, the Lee County Port Authority (the "Authority") and Triangle Services of Florida, Inc., a Florida corporation ("Triangle Services"), were the parties to a Janitorial Routine and Project Services Service Provider Agreement for Southwest Florida International Airport and Page Field General Aviation Field entered into on September 9, 2013, and amended in the First Amendment entered into on May 5, 2016, and the Second Amendment and Extension entered into on November 9, 2017, RFP 13-05 (the "Agreement"); and

Whereas, the Agreement has been terminated by the Authority pursuant to the terms of the Agreement; and

Whereas, the Authority, through the Lee County Attorney, has asserted a claim against Triangle Services for damages relating to the Agreement, including a claim against the Surety (Westchester Fire Insurance Company, Bond No. K08844471) that issued a Performance and Payment Bond in connection with the Agreement (the "Claim"); and

Whereas, the Claim relates to certain conduct by former employees of Triangle Services (the "Former Employees"); and

Whereas, Triangle has submitted a claim to Travelers Insurance Company for coverage arising out of the Claim on the basis that the Former Employees engaged in criminal conduct; and

Whereas, the Authority agrees to resolve all claims arising out of the Agreement under the following terms and conditions:

1. Triangle Services will pay the Lee County Port Authority the amount of \$849,015.62 within thirty (30) calendar days of the date this General Release is executed by the Authority (the "Payment");
2. In exchange for the Payment, the Authority releases Triangle Services, its parent corporation, its officers, agents and employees, and the Surety, from any claim arising out of the Agreement from September 9, 2013, up to the date of this General Release;
3. This General Release does not relate to any claim Triangle Services has or may have against the Former Employees, and the General Release does not release any claim that Triangle Services or Travelers Insurance Company has against the Former Employees;
4. The Authority agrees that Triangle Services is eligible to submit proposals for future work, and that its proposals will be given due consideration as other proposers or bidders, in accordance with Authority procurement policies and procedures and applicable Florida law. However, nothing in this paragraph or elsewhere in this General Release will affect the Authority's right to select the most responsive, responsible bidder or other provider of services that, in its sole judgment and discretion, best meets the Authority's requirements and needs.



5. The Authority agrees to issue a public statement that Triangle Services and the Lee County Port Authority have resolved the Claim in accordance with the foregoing terms and conditions, and that Triangle Services is eligible to submit proposals and provide services to the Lee County Port Authority

**BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chairman

Approved as to form for the  
Reliance of Lee County Port Authority Only:

\_\_\_\_\_  
Lee County Port Authority Attorney