



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

June 24, 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: Father Paul Dechant, Saint Cecilia’s Catholic Church

Pledge of Allegiance

Public Comment on Consent and Administrative Agenda

Consent Agenda

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

Administrative Agenda

Convene as Board of County Commissioners

Reconvene as Board of Port Commissioners

Commissioners’ Items/Committee Appointments

Comments from the Chair of the Airports Special Management Committee

Executive Director Items

Port Attorney Items

Adjourn

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

CONSENT AGENDA

ADMINISTRATION – Brian McGonagle

1. Request Board approve the minutes for the Board of Port Commissioners meetings on April 6 and May 6, 2021.
Term:
N/A
Funding Source:
N/A

2. Request Board approve a Budget Amendment in the FY 2020/2021 Lee County Port Authority Operating Budget to increase the budgeted operating expenses and revenues for both the Southwest Florida International Airport and Page Field
Term:
N/A
Funding Source:
Net revenues from the Southwest Florida International Airport and Page Field

3. Request Board concur with the ASMC ranking of proposals submitted for RFP 21-14TLB Air Service Consultant for Southwest Florida International Airport
Term:
Three year with two one-year renewal options
Funding Source:
General Airport Operating Fund – Air Service Development

4. Request Board approve a Service Provider Agreement with PrimeGov Inc. to implement and host an Agenda Management System for the Lee County Port Authority.
Term:
five (5) years with optional five (5) one-year extensions
Funding Source:
General Airport Operating Revenue Fund - VD5131741200.503460, Information Technology

5. Request Board approve a “First Amendment to Lease of Hangars at Page Field” with Paragon Airplane Leasing Co.
Term:
10 years, plus two potential options to extend for an additional 5 years each.
Funding Source:
N/A

6. Request Board approve an interlocal agreement between Lee County and the Lee County Airports Fire District
Term:
N/A
Funding Source:
Fund 63557

CONSENT AGENDA – continued

ADMINISTRATION – Brian McGonagle

7. Approve Interlocal Agreement between the Board of County Commissioners and the Lee County Port Authority for the use of the Computer Aided Dispatching and Records Management System, and for the transfer of funds to pay for expenses associated with each entity.

Term:

N/A

Funding Source:

Account VF5132541200.504110 Information Technology

AVIATION – Mark Fisher

8. Request Board award RFB #21-31NJD, Purchase, Delivery and Installation of a new Bullet Trap to InVeris Training Solutions, Inc., the lowest, responsive and responsible bidder in the amount of \$125,000 and 2) authorize a Project Budget of \$140,000 and 3) authorize the Chair to execute the corresponding Service Provider Agreement.

Term:

N/A

Funding Source:

VB5131541200.506410

DEVELOPMENT – Mark Fisher

9. Request Board authorize a Contract Amendment with AECOM Technical Services, Inc. in the amount of \$309,640 to provide support during the FAA commissioning period for the new Airport Traffic Control Tower/Terminal Radar Approach Control facility at the Southwest Florida International Airport; and authorize a revised Total Project Budget in the amount of \$81,111,267.

Term:

1 year

Funding Source:

Florida Department of Transportation Grant 420652-1-94-04 and Passenger Facility Charges, Account No. 21845041234.506510.70

10. Request Board authorize a Contract Amendment with AECOM Technical Services, Inc. in the amount of \$137,435.51 to perform design services associated with the demolition of the former Airport Traffic Control Tower/Terminal Radar Approach Control facility at the Southwest Florida International Airport.

Term:

Five years

Funding Source:

Florida Department of Transportation Grant 420652-1-94-04 and Passenger Facility Charges, Account No. 21845041234.506510.25

CONSENT AGENDA – continued

DEVELOPMENT – Mark Fisher

11. Request Board rank proposals received for RFP 21-05MLW Aircraft Administrative and Flight Services.
 - Term:
 - Five (5) years
 - Funding Source:
 - Acct. WJ5100041200.503490

ATTORNEY – Mark Trank

12. Request Board approve grant of permanent non-exclusive underground utility easement to Florida Power & Light Company and Embarq Florida, Inc., d/b/a CenturyLink to provide electrical service to Alta Resources at Southwest Florida International Airport.
 - Term:
 - N/A
 - Funding Source:
 - N/A

ADMINISTRATIVE AGENDA**ADMINISTRATION – Brian McGonagle**

13. Request the Board approve (1) the FY 2021-22 Lee County Port Authority Budget, (2) the Rates & Fees pursuant to the Airline-Airport Use and Lease Agreement for the Southwest Florida International Airport, (3) the FY 2021-22 Compensation Plan, (4) the Page Field Rates and Fees for FY 2021-22, (5) a 2% salary adjustment and an average 1.25% merit for all non-union employees, (6) the authorization for the Executive Director or his designee to make interfund transfers during the year, as necessary, to maintain proper cash flow. Staff requests tentative approval subject to Public Hearings and final Board approval during the month of September.

Term:

10/1/2021 - 9/30/2022

Funding Source:

N/A

14. Authorization to enter into a multi-year agreement with Prodigiq, Inc. for multi module software as a subscription service and support agreement.

Term:

Seven Years commencing on execution of agreement

Funding Source:

General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.503460 Information Technology.

AVIATION – Mark Fisher

15. Request Board 1) award RFB #21-21, Temporary Employment Payroll Services to Employment Solutions of NY, Inc. as the lowest responsive bidder and 2) authorize the Executive Director, or designee, to approve expenditures up to \$100,000 per year for the term of the agreement and 3) authorize the Chair to execute the corresponding Service Provider Agreement.

Term:

Three (3) years with two (2) additional one (1) year renewals

Funding Source:

General Operating Revenues Account WD5423041200.503490

16. Request Board award the purchase and installation of modular carpet tiles to Tarkett USA, Inc. in an amount not to exceed \$430,462.74, under Florida State Contract (30167100-20-ACS) piggybacking the Sourcewell Contract for carpet and flooring (080819-TFU).

Term:

N/A

Funding Source:

Funds are available in account string: WJ5200041200.504650, Lee County Port Authority.

CONVENE AS BOARD OF COUNTY COMMISSIONERS

ATTORNEY – Mark Trank

17. Request Board convene as the Board of County Commissioners to approve a grant of a permanent non-exclusive underground public utility easement allowing Florida Power & Light and Embarq Florida, Inc., d/b/a Centurylink to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport.

Term:

N/A

Funding Source:

N/A

RECONVENE AS BOARD OF PORT COMMISSIONERS

DEVELOPMENT – Mark Fisher

18. Request Board review and endorse the general scope of work and outline of the upcoming Skyplex Consultant and Brokerage Services Request for Proposals.

Term:

N/A

Funding Source:

N/A

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. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meetings on April 6 and May 6, 2021.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings</p>	<p>5. CATEGORY: 1. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 6/24/2021</p>
--	--

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

10. BACKGROUND:

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 Special Meeting Minutes from April 6, 2021
 Joint Port Board Meeting Minutes from May 6, 2021
 Joint Port Board Workshop Minutes from May 6, 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. Crank</i>	<i>Benjamin R. Siegel</i>

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

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meetings on April 6 and May 6, 2021.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: n/a</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the minutes of the Joint Port Meetings</p> | <p>5. CATEGORY: Communications</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 06/24/2021</p> |
|--|--|

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

10. BACKGROUND:

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

Attachment:

- Joint Port Board Special Meeting Minutes from April 6, 2021
- Joint Port Board Meeting Minutes from May 6, 2021
- Joint Port Board Workshop Minutes from May 6, 2021

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	GENERAL SERVICES	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
Brian McGonagle					

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

APRIL 6, 2021

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

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

The Chairman called the meeting to order at 10:18 a.m.

5. Approve Sale of Surplus Airport Property at Commerce Lakes Drive

Item Summary: Approves Real Estate Sales Agreement for the approximately 22.14± acre Commerce Lakes Drive Parcel (declared surplus property) following solicitation of competitive bids and receipt of May 2, 2019 Letter of Release (AIP Grant-Obligated Land) from the Federal Aviation Administration.

Board Discussion: Commissioner Mann inquired as to why we only have one bid on this property. Commissioner Pendergrass stated that the process on this piece of property was started over three years ago. Lee County Port Authority Executive Director Ben Siegel gave further clarification stating that the bid was approved by the Board of Port Commissioners last March 2020. However, the closing did not take place within the 90 day period, the Governor shut everything down because of the pandemic. Mr. Siegel stated that this item is being brought back before the Board of Port Commissioners for a new closing date. County Attorney Richard Wm. Wesch stated that this was a publicly advertised bid process. It was duly advertised in the newspaper of local circulation. He went on to say anyone that had any interest in the property would have been on constructive notice and could have participated but they did not.

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

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

The Chairman adjourned the meeting at 10:23 a.m.

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Chairman, Lee County Port Authority

MAY 06, 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-*Absent*
 Franklin B. Mann

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

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

Lee County Attorney:

Richard Wm. Wesch, Port Attorney
 Mark A. Trank, Assistant 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 – March 2021 thru April 2021
- AIR SERVICE DEVELOPMENT UPDATE – April 2021
- FLORIDA AIRPORT TOTAL PASSENGER COMPARISON –FY2020-21-1ST QTR
- FLORIDA AIRPORT INTERNATIONAL PASSENGER COMPARISON – FY2021
- PROCUREMENT STATUS REPORT – April 26, 2021
- TDC RECAP – April 8, 2021

The Chairman called the meeting to order at 9:30 a.m. Pastor Dennis Gingerich, Cape Christian Fellowship, gave the Invocation and asked for a Moment of Silence in sympathy and acknowledgment of the recent passing of Mrs. Barbara Goodrich, wife of ASMC Member John B. Goodrich, followed by the Pledge of Allegiance.

9:30 A.M. AGENDA ITEM

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

No Consent Agenda items were pulled for discussion by the individual Commissioners.

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

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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Hamman absent.
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 21, 2021, and continues until April 30, 2022, with two potential extensions of two years each.
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Hamman absent.
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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Hamman absent.

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.
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Hamman absent.
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: Two years with two-3 year renewal options
Funding Source: General Airport Operating Revenues Account String VD5131741200.503460.Information Technology
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Hamman absent.
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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane called and carried with Commissioner Hamman absent.

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 2086194231.503490, Other Contracted Services
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane called and carried with Commissioner Hamman absent.
8. Request Board approve Law Enforcement Multi-Jurisdictional Mutual Aid Agreement.
Term: Expires January 1, 2025
Funding Source: N/A
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane called and carried with Commissioner Hamman absent.
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 3 one year renewal options
Funding Source: Account WF5423841200.505290
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane called and carried with Commissioner Hamman absent.

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
Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane called and carried with Commissioner Hamman absent.
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

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane called and carried with Commissioner Hamman absent.

RESOLUTION No. 21-05-11 PA

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

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Hamman absent.

RESOLUTION No. 21-05-12 PA

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

Board Discussion: Deputy Executive Director of Administration Brian McGonagle discussed the proposed Shared Tenant Services Program (STS) and indicated it would be a great convenience for the concessions and automobile rental agencies, and a few of the tenants have actually requested the service. Mr. McGonagle stated that staff, working with a consultant, will develop a business plan and informative presentation to bring back for the Board's consideration. Executive Director Ben Siegel remarked there is an investment the airport would have to make, but in the development of the business plan, staff will also look at ways to make money with the program.

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

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Hamman absent.

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:

Vote: FOR ACTION ON ITEM C-14 PLEASE REFER TO THE MINUTES OF MAY 6, 2021S (050621S).

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

Board Discussion: Deputy Executive Director of Development & Aviation Mark Fisher briefly summarized the request. In response to Commissioner Mann's request for a status report, Mr. Fisher indicated the Airport Traffic Control Tower at RSW Project is currently ahead of schedule and under budget. In late summer the Federal Aviation Administration will take over for approximately one year to commission the facility, and the tower should be operational in August/September 2022.

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

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Hamman absent.

RESOLUTION No. 21-05-13 PA

16. Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project Nos. 44181-1-94-01 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

Board Discussion: Deputy Executive Director of Development & Aviation Mark Fisher briefly reviewed the Terminal Expansion Project grant in the amount of \$11,093,415 from the Florida Department of Transportation (FDOT).

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

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

RESOLUTION No. 21-05-14 PA

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 (CRSSA) 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.

Board Discussion: Deputy Executive Director of Development & Aviation Mark Fisher reviewed the request to approve a federal grant from the FAA for Coronavirus Response and Supplemental Appropriations (CRSSA) Act funds in the amount of \$1,080,299 for concession relief at RSW. Executive Director Ben Siegel responded to questions and comments by Commissioner Mann pertaining to the federal guidelines for disbursement.

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

Vote: Commissioner Pendergrass moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Hamman absent.

RESOLUTION No.21-05-15 PA

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 for concession relief at Southwest Florida International Airport.

Board Discussion: Deputy Executive Director of Administration Brian McGonagle recapped the request and indicated Staff is in the process of obtaining guidance on the disbursement restrictions prior to distributing the funds due to certain boundaries concerning Coronavirus Relief Programs.

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

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

RESOLUTION No. 21-05-16 PA

WALK-ONS/CARRYOVERS

ATTORNEY – Richard Wm. Wesch

- WO#1. Request Board approve a settlement between the Port Authority and Triangle Services of Florida, Inc. relating to the Janitorial Service Agreement (RFP# 13-05)

Term: N.A

Funding Source: N/A

Board Discussion: County Attorney Richard Wm. Wesch updated the Board and advised the request for approval of a settlement of the claims by the Port Authority against Triangle Janitorial Services of Florida, Inc., which results in a payout to the Port 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. Mr. Wesch specified that the IG audit report concluded there was substantial evidence of fraud, contractual violations and lack of internal controls, and further recommended seeking repayment for the economic losses sustained by Triangle's reimbursement of overstated invoices and further described details of the allegations up to termination of the agreement with Triangle on January 18, 2020. Mr. Wesch indicated that receipt of the settlement funds would represent a recovery by LCPA of approximately 90% against the calculated losses, and by agreeing to the settlement, the Port Authority would release Triangle from further liability and waive its right to seek a deficiency amount against Triangle. He pointed out that this is a pre-suit settlement proposal, as the Port Authority has not yet filed suit, but has been negotiating with Triangle and its surety in efforts to avoid the costs, delay and uncertainty associated with litigation.

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

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

COMMISSIONER ITEMS

Commissioner Pendergrass:

Commissioner Pendergrass commended the Airport Port Authority Police for the excellent service they consistently provide.

Commissioner Sandelli:

Commissioner Sandelli presented a commemorative plaque depicting a United States Air Force P51 Mustang fighter airplane, with autographs of eleven USAF Aces. He explained it was a gift from a friend and he would like to have it displayed on loan at Page Field. Executive Director Ben Siegel accepted the plaque and thanked Commissioner Sandelli for his generosity and willingness to share such a beautiful piece.

COMMENTS FROM THE CHAIR OF THE ASMC

Due to the absence of ASMC Chair Noel Andress there were no comments by the Chair. Vice-Chairwoman Fran Myers remarked things are fabulous at the ASMC and there is lots of good news at RSW.

EXECUTIVE DIRECTOR ITEMS

Lee County Port Authority Executive Director Ben Siegel presented his Executive Director Remarks for the May 6, 2021 Joint Board Meeting.

Commissioner Mann requested clarification of the status of recent guidelines issued for mask-wearing and how they impact RSW. Executive Director Ben Siegel responded that within the terminal building, security screening will be denied by TSA without a mask and passengers can be cited by TSA for not wearing a mask. Mr. Siegel then asked Port Authority Attorney Richard Wm. Wesch to provide additional clarification due to conflicting guidance recently received from the Governor of Florida and the Federal Government. He stated that according to the CDC, a person who is fully vaccinated and outdoors does not need to wear a mask; however, if someone is in the terminal preparing to board a plane, a mask is required. Attorney Wesch recommended referring to the guidelines of the federal government when inside the terminal.

PORT ATTORNEY ITEMS

Lee County Port Authority Attorney Richard Wm. Wesch had no additional items for discussion.

ADJOURN:

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

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Chairman, Lee County Port Authority

MAY 06, 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
(Left the meeting at 10:25 a.m.)
 Ray Sandelli
 Brian Hamman-Absent
 Franklin B. Mann

LEE COUNTY ATTORNEY:

Richard Wm. Wesch, Port Attorney
 Mark A. Trank, Assistant Port Attorney

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

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

REGIONAL MEMBERS:

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

The Chairman called the meeting to order at 10:12 a.m.

EXECUTIVE DIRECTOR

Executive Director Ben Siegel opened the first budget workshop for the FY2021-2022 Budget process and commented it is the first time the Port Authority has met with the Joint Board prior to commencement of the budget. He then turned the meeting over to Deputy Executive Director of Administration Brian McGonagle.

PRESENTATION

Topic: **FY 2022 BUDGET – Lee County Port Authority**
Presented by: **Lee County Port Authority Division Director of Administration Brian McGonagle**

Deputy Executive Director of Administration Brian McGonagle, using a PowerPoint presentation, reviewed a schedule of dates for the FY2021-2022 Annual Budget beginning with today's first Budget Workshop with the Board through the September 2021 Final Public Budget Hearings. Mr. McGonagle discussed Budget Assumptions and pointed out the continuation budget growth projection for this year of 7,224,000 Passengers and 8,300,000 in 2022. He reviewed CARES Act funding received and anticipated additional funds in 2022 referencing a statement by Executive Director Ben Siegel that RSW is the #1 airport in the country for passenger recovery following the impacts of COVID-19 on commercial air traffic. Mr. McGonagle stressed that the CARES money received this year has been and will continue to be a very significant factor for recovery through FY2022. He identified primary objectives for the operating fund as catching up on deferred maintenance projects, maintaining a competitive CPE (\leq \$8.50 (cost per enplanement)); planning for and funding of six to eight new positions, allocating resources for pay plan adjustments of up to 4 percent with a 2percent pay plan adjustment on 10/01/2021 for all employees and then up to a 2percent merit increase on the employee anniversary dates. Mr. Siegel responded to questions and comments by Commissioners Pendergrass, Sandelli and Ruane concerning the projected merit increases. He continued with Projected Capital Budget Assumptions, including

- **Terminal Expansion Project**
 - Estimated cost \$279 million
 - April 2021 Bidding
 - Award Bids August ASMC
 - Award Bids at September Joint Board Meeting
 - Issue New Debt
 - Estimate at \$225 million with a closing in October 2021
 - Planned opening in October 2024
- **Airport Traffic Control Tower**
 - Estimated cost \$82 million
 - LCPA to turn over to FAA in summer 2021
 - Opening 2022
- **Passenger Boarding Bridges**
 - Estimated cost \$36 million
 - Replace all jet bridges
 - Estimated completion November 2021

Mr. McGonagle discussed Key Indicators, reiterating the significance of benefits provided by the CARES Act funds and how it has provided assistance in many instances and remains an invaluable part of the FY2021 and FY2022 budgets. He responded to Commissioner Ruane's question as to whether the Port Authority uses a CAFR Adjustment in the budget process and about changes to the budget between now and finalization in September. Mr. McGonagle responded that typically there are no changes but, if so, adjustments can be made during the final hearings phase or by the use of budget amendments after budget approval. Mr. McGonagle and Executive Director Siegel also responded to Commissioner Ruane's comments about how cash-on-hand impacts bond ratings. They plan to take a look at what other airports are doing and bring the results back for discussion with the Board. Mr. Siegel responded to Commissioner Sandelli's question about freight, stating it is about four percent of the total landed weight at RSW. Following brief comments regarding other funds and how they impact the budget, Mr. McGonagle advised that staff prepares a monthly financial dashboard for review by the Board.

ADJOURN

Chairman Ruane adjourned the meeting at 11:40 a.m.

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Chairman, Lee County Port Authority

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a Budget Amendment in the FY 2020/2021 Lee County Port Authority Operating Budget to increase the budgeted operating expenses and revenues for both the Southwest Florida International Airport and Page Field</p> <p>2. FUNDING SOURCE: Net revenues from the Southwest Florida International Airport and Page Field</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Increases the current years expenses and revenues</p>	<p>5. CATEGORY: 2. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/15/2021</p> <p>7. BoPC MEETING DATE: 6/24/2021</p>
---	--

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

10. BACKGROUND:

On September 15, 2020, the Board approved the fiscal year 2020/2021 Operating Budget for the Lee County Port Authority. Included in the budget were estimates for operating expenses and revenues.

At the time the budget was prepared, the 2020 pandemic significantly reduced our Fiscal Year 2020/21 passenger and flight operations budget projections. Projections for expenses and revenues were calculated with the best available data at the time. As we closely tracked our revenues and expenses thru the first 6 months of this fiscal year, operating revenues have performed better than originally projected. Passenger activity and flight operations have come back much stronger and sooner than projected. As a result several revenues have exceeded our budget projections. In particular rental cars are up by 70% and parking up by 18%. As a result, staff recommends a budget amendment to increase revenues and expenses for operating capital, deferred projects and other operating expense. The following table summarizes the proposed changes in both revenues and expenses:

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. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
--	---

Background (continued)

	FY 2020/21	FY 2020/21	
	Approved Budget	Forecast	Variance
Operating Expenses:			
Operating Capital	\$613,946	\$1,084,546	\$470,600
Deferred maintenance projects	0	752,000	752,000
Mitigation & Permitting	1,778,600	1,924,100	145,500
ARFF Equipment	62,500	87,500	25,000
IT Equipment	190,412	819,330	628,918
Total	\$2,645,458	\$4,667,476	\$2,022,018
Operating Revenues:			
Rental Cars	\$15,515,067	\$16,787,085	\$1,272,018
Parking	10,240,550	10,990,550	750,000
Total	\$25,755,617	27,777,635	\$2,022,018

Page Field General Aviation Airport

Included in the Fiscal Year 2020/21 Budget were estimates for fuel sales and related fuel inventory purchased for Jet A, Av Gas, and Self-Serve fuels. At the time in which the budget was prepared, the fuel inventory cost of fuel sold was expected to be below Fiscal Year 2019 actual numbers. To date, Page Field has posted record fuel sales for this fiscal year. As a result staff recommends a budget amendment to increase revenues and expenses. The following table summarizes the proposed changes in both revenues and expenses:

	FY 2020/21	FY 2020/21	
	Approved Budget	Forecast	Variance
Operating Expenses:			
Fuel Inventory	\$4,409,478	\$5,417,146	\$1,007,668
Total	\$4,409,478	\$5,417,146	\$1,007,668
Operating Revenues:			
Jet A Sales	\$4,583,840	\$5,504,818	\$920,978
Av Gas Sales	1,443,520	1,458,424	14,904
Self-Serve Fuel Sales	281,507	353,293	71,786
Total	\$6,308,867	\$7,316,535	\$1,007,668

Attachment

1. Budget Resolution
2. Exhibit

RESOLUTION

Amending the Lee County Port Authority Budget for additional revenues and expenditure during Fiscal Year 2020-21.

WHEREAS, in compliance with Florida Statutes 129.06 (e), it is the desire of the Board of Port Commissioners of Lee County, Florida to amend the adopted budget for additional revenues and appropriations for Fiscal Year 2020-21.

41200 - RSW Operating Fund

ESTIMATED REVENUES

UE5120041200.344100.9002	Rental Cars	1,272,018
UE5120041200.344100.9005	Parking Lots	750,000

Total Estimated Revenues \$2,022,018

APPROPRIATIONS

VB5131541200.506410	Furniture & Equipment	470,600
VB5131541200.503490	Other Contracted Services	20,000
WJ5300041200.503490	Other Contracted Services	242,000
WJ5200041200.503490	Other Contracted Services	490,000
WB5422741200.503490	Other Contracted Services	145,500
WD5423041200.505290	Other Supplies	4,000
WF5423841200.505290	Other Supplies	21,000
VF5132541200.503460	Data Processing	152,725
VF5132541200.505280	Minor Equipment	476,193

Total Estimated Appropriations \$2,022,018

41203 - Page Field Operating Fund

ESTIMATED REVENUES

UH5120041203.344100.9054	Jet A Fuel Sales	920,978
UH5120041203.344100.9061	Avgas Fuel Sales	14,904
UH5120041203.344100.9067	Self Serve Fuel Sales	71,786

Total Estimated Revenues \$1,007,668

APPROPRIATIONS

UH5120041203.505265	Inventory Purchases	1,007,668
---------------------	---------------------	-----------

Total Estimated Appropriations \$1,007,668

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of Lee County, Florida, that the Lee County Port Authority Budget is hereby amended its revenue and appropriation accounts.

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

Brian Hamman	_____
Frank Mann	_____
Cecil L Pendergrass	_____
Kevin Ruane	_____
Raymond Sandelli	_____

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: _____ Chairman
APPROVED AS TO LEGAL FORM:	
BY: _____ Office of the Port Attorney	

Budget Amendment Exhibit

Operating Capital, Deferred Maintenance Projects, IT Equipment, Mitigation & Permitting Expenses

Carpet Replacement	\$	430,000
Maintenance & Repair	\$	242,000
Maintenance Equipment	\$	244,935
IT Equipment & Software	\$	573,783
ARFF Equipment	\$	123,800
APD Equipment	\$	262,000
Mitigation & Permitting	\$	145,500
Total Request	\$	2,022,018

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board concur with the ASMC ranking of proposals submitted for RFP 21-14TLB Air Service Consultant for Southwest Florida International Airport</p> <p>2. FUNDING SOURCE: General Airport Operating Fund – Air Service Development</p> <p>3. TERM: Three year with two one-year renewal options</p> <p>4. WHAT ACTION ACCOMPLISHES: Competitively selects a firm to provide Air Service Consulting Services</p>	<p>5. CATEGORY: 3. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 6/24/2021</p>
---	--

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

10. BACKGROUND:

The Lee County Port Authority requested proposals for the services of a qualified and experienced air service consultant to assist the air service development team with market data, research, economic impact analysis, traffic forecasts and national travel trends for commercial air service at Southwest Florida International Airport.

On Feb. 12, 2021, the Lee County Port Authority Purchasing Staff advertised Request for Proposals (RFP) 21-14TLB for Air Service Development Consultant for Southwest Florida International Airport.

On March 25, 2021, six responses were received from the following firms (in alphabetical order):

- Ailevon Pacific Aviation Consulting, LLC
- Airport Strategy and Marketing (ASM)
- Arthur D. Little, Inc.
- Campbell-Hill Aviation Group, LLC
- InterVISTAS Consulting, Inc.
- Mead & Hunt, Inc.

A publically noticed meeting was held on April 14, 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 prepared the attached information summarizing each of the responses to the RFP. At the conclusion of the Staff Evaluation Committee meeting, staff agreed to recommend the

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. Crank</i>	<i>Benjamin R. Siegel</i>

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

Background (continued)

following order of preference for the responding firms:

1. Ailevon Pacific Aviation Consulting, LLC
2. Arthur D. Little, Inc.
3. Campbell-Hill Aviation Group, LLC

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

The ASMC chose not to hear oral presentations prior to their ranking.

At the May 18, 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, Ailevon Pacific. Therefore, staff requests the Board's concurrence with the ASMC ranking and recommendations.

Attachments:

1. RFP 21-14TLB
2. Addendum 1
3. Addendum 2
4. Staff Summaries



PURCHASING OFFICE
11000 TERMINAL ACCESS ROAD
SUITE 8671
FORT MYERS, FL 33913

REQUEST FOR PROPOSALS (RFP) 21-14TLB
for
AIR SERVICE DEVELOPMENT CONSULTANT
FOR SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

RELEASED: February 12, 2021

DESIGNATED PURCHASING OFFICE CONTACT

Terri Bortz, Procurement Operations Coordinator
Telephone (239) 590-4554 • Email: tlbortz@flylcpa.com

NON MANDATORY PRE-PROPOSAL MEETING

Tuesday, March, 2, 2021 • 11:00 a.m., local time

QUESTIONS/CLARIFICATION REQUEST DEADLINE

Friday, March, 5, 2021 • 5:00 p.m., local time

PROPOSALS DUE

Thursday, March, 25, 2021 • 2:00 p.m., local time

TTTTTTTTTTTTTTTTTTTTTTTT

NOTICE OF IMPORTANT SOLICITATION DATES

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

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

PRE-PROPOSAL MEETING

A NON MANDATORY PRE-PROPOSAL MEETING has been scheduled for **Tuesday, March 2, 2021, at 11:00 a.m., local time**. Due to the ongoing COVID-19 pandemic the meeting will be conducted remotely through Google Meets. Potential proposers are encouraged to attend. The purpose of this meeting is to discuss the requirements and objectives of this RFP. 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 to also be able to ask questions or request clarifications. The Pre-proposal meeting can be attended remotely through Google Meets.

To access the meeting use this link:

meet.google.com/ydk-cert-uws

Phone: (US) 617-675-4444 - PIN: 364 237 547 9185

At the pre-proposal 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 AND CLARIFICATION REQUESTS

Inquiries or requests for clarifications of any information contained in the RFP must be received no later than Friday, March 5, 2021, at 5:00 p.m. local time indicated on the cover page. All inquiries, suggestions or requests pertaining to this RFP must be submitted to the Lee County Port Authority Purchasing Office designated purchasing contact on the 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 is accepting electronic submissions in IonWave until Thursday, March, 25, 2021, by 2:00 p.m., local time. 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 for viewing and will be conducted remotely through Google Meets by accessing the following link: meet.google.com/eaw-jvkx-eow **or by phone: (US) 617-675-4444 - PIN: 999 699 395 387**

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.

PART A **INSTRUCTIONS TO PROPOSERS**

The Lee County Port Authority ("Authority") invites the submission of proposals from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated expertise in providing the services as described in this Request for Proposals. Proposers must meet the minimum qualifications stated herein and comply with the Instructions to Proposers contained in this Part A. The Authority specifically reserves the right to reject any or all proposals, to waive technicalities, to make inquiries, and to request additional information from all Proposers, and to select the proposal which is, in the Authority's sole discretion, judged to be in the best interest of the Authority.

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 that is 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. Layers shall not be preserved from CADD drawings. Scanned documents must be created as PDF/A compliant; the document must be text searchable and must have a minimum resolution of 300 dpi. Submittals must have navigational bookmarks inserted in lieu of 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

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

Each Proposer must examine all Requests for Proposals solicitation documents and must judge for itself 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 must 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 in 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, will 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 services described in this RFP, assuming the terms of an agreement between the parties are satisfactorily negotiated. The submission of a proposal will be taken as prima facie evidence that the Proposer has fully familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and eighty (180) days from the date of the public proposal opening.

A.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 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 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.

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 Corporations Act (Florida Statutes Ch. 607), or the Professional Services Corporation and Limited Liability Company Act (Florida Statutes Ch. 621), 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 will contact or communicate with or discuss any matter relating in any way to this solicitation with any Authority officers, agents, or employees except for the designated Purchasing Office contact. This prohibition includes copying all such persons on written communications (including email correspondence) but does not apply to presentations made to Staff Evaluation Committees or at a Board of Port Commissioners meeting or Airports Special Management Committee meetings when the commission or committee is considering approval of a proposed agreement or purchase order. This requirement ends upon final execution of the Agreement or purchase order or at the time the solicitation is cancelled.

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

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

A.13 LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of the procurement process. All potential proposers, Authority staff, and the Airport Special Management Committee are advised that the Board of Port Commissioners encourages award of contracts to local providers when possible to foster the economic growth of the local community. In order to maintain grant eligibility for work performed in accordance with any resulting agreement, and to obtain future state and/or federal funds, a local preference does not apply to this competitive solicitation.

A.14 SCRUTINIZED COMPANIES

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

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

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 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.16 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.17 NONDISCRIMINATION

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

A.18 GENERAL CIVIL RIGHTS

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

A.19 PUBLIC RECORDS:

Proposals made pursuant to this Request for Proposals are public records available for inspection by the public upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to Florida Statute, Section 119.071. If the Authority rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until the Authority provides notice of an intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals. Pursuant to Florida Statute, Section 119.0701, to the extent a successful Proposer is performing services on behalf of the Authority, successful Proposer must:

- 1) Keep and maintain public records required by the Authority to perform the service. Information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and the Authority's public records policies. The Proposer agrees, prior to providing services, it will implement policies and procedures, which are subject to approval by Authority, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and Authority policies including but not limited to Section 119.0701, Florida Statutes.

- 2) Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the successful Proposer does not transfer the records to the Authority.
- 4) Upon completion of the Agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Proposer transfers all public records to the Authority at the completion of the Agreement, the successful Proposer must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Proposer keeps any public records, it must meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

A.20 TRADE SECRETS

The Authority is subject to Chapter 119, Florida Statutes 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 Proposals belong exclusively to the Authority.

Authority does not believe that any of the information by this RFP constitutes a Trade Secret. To the extent Proposer desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, 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 secrets. In addition, as part of their proposal, the Proposer must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret. Further, the proposal must include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Proposer must provide a copy of its proposal that redacts all information designated as trade secret. In conjunction with any trade secret designation, Proposer acknowledges and agrees that:

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

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

A.21 GOVERNING LAWS/RULES/REGULATIONS

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

A.22 SERVICE PROVIDER AGREEMENT

The successful Proposer will be required to enter into a Service Provider Agreement containing the terms and conditions set forth in this Request for Proposals and the resulting successful Proposer's proposal as negotiated by the parties and where any alternatives of the terms of the RFP provide best value, are desirable to the Authority, and the parties agree to such terms.

A.23 NON EXCLUSIVITY OF AGREEMENT

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

A.24 AVAILABILITY OF PERSONNEL

Personnel described in the proposal must be available to perform the Agreement as described. All personnel will be considered to be employees or agents of the Proposer and not employees or agents of the Authority.

A.25 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

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

A.26 ASSIGNMENT OF AGREEMENT

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

A.27 FINANCIAL STABILITY

The successful Proposer is required to demonstrate financial stability as evaluated at the sole discretion of the Authority.

A.28 AUDITABLE RECORDS

The successful Proposer that is awarded an Agreement to provide services pursuant to this RFP must maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the Agreement. These records 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 must be maintained for five years after the expiration or termination of the Agreement and must be readily available for inspection upon reasonable notice.

END OF PART A

PART B **SCOPE OF SERVICES**

B.01 INTRODUCTION

The Lee County Port Authority (Authority) invites the submission of proposals from interested and qualified air service consultant firms to assist in the development of strategies to attract unserved or underserved destination markets to the Southwest Florida International Airport for commercial air traffic and cargo and to provide consulting services on an as needed basis to support Authority's air service development program.

B.02 PORT AUTHORITY BACKGROUND INFORMATION

Southwest Florida International Airport (RSW) is an award-winning, medium-hub commercial service airport located in Fort Myers, Florida, with an annual economic impact of more than \$8.4 billion to the region. RSW served more than 10.2 million passengers in 2019 and is one of the top 50 airports in the United States for passenger traffic with 11 airlines currently providing service throughout the United States and Canada. The Florida Department of Transportation recently awarded RSW with the 2020 Commercial Airport of the Year Award, which was the seventh time the airport has received this prestigious award. RSW has been ranked in the top tier of medium-hub airports for traveler satisfaction by J.D. Power and has received numerous other awards and recognition at a local, regional and national level. In addition, RSW is projected to be one of the fastest-growing, non-hub airports during the next 10 years. A new terminal complex with 28 gates and state-of-the-art facilities opened in 2005; however, to remain relevant to the dynamic nature of the customer experience, the airport recently completed a ticket and gate counter modernization project, along with technology enhancements. In the planning stages is a terminal expansion project to consolidate security checkpoints and significantly increase passenger amenities. Other future infrastructure improvements include a new Airport Traffic Control Tower, roadway and airside pavement and rehabilitation projects, as well as a future parallel runway.

B.03 STRUCTURE OF ORGANIZATION

The Authority has 365 active positions, of which the majority of the employees are full time, with the exception of a few part-time customer care associates. There are three divisions: Administration, Aviation and Development.

B.04 SCOPE OF SERVICES

The professional services to be provided by the successful proposer will include, but not be limited to, those set forth below:

- 1) Review available market data and identify unserved and underserved commercial air routes and air cargo opportunities.
- 2) Provide, on an "as needed" basis, traffic and revenue forecasts for new routes, including total passengers, projected load factors, yield analysis, passenger and ancillary revenues and route profitability potential.
- 3) Prepare economic impact studies of current and proposed air service, both domestic and international.
- 4) Present, in person or remotely, at Port Authority Joint Board Meetings, as requested during the term of the agreement.
- 5) Provide leakage and catchment area data.
- 6) Research and report on leisure and business travel trends in Southwest Florida.

- 7) Utilize existing contacts at the highest level of target airlines to facilitate meetings concerning new/and or improved air service and cargo at RSW.
- 8) Additional on-call services may be authorized by written task authorization during the term of the Agreement. A scope and fee will be agreed upon prior to the authorization of any supplemental tasks by the Authority.

B.05 TERM OF SERVICE PROVIDER AGREEMENT

The Authority intends to enter into a Service Provider Agreement with the successful proposer to provide air service consultant services for a period of three years. The Authority will reserve the right to extend the term of the Agreement beyond three years for up to two additional one-year extension periods. However, the Authority reserves the right to negotiate the duration of the term of the Service Provider Agreement and any successive extension options.

B.06 COST PRICE PROPOSAL

Payment for services will be based on the successful proposer's agreed hourly rates and reimbursable expenses. Proposer must provide the hourly rates of key personnel of the proposed consulting team as well as support staff as part of its proposal.

END OF PART B

PART C **CONTENT AND ORGANIZATION OF PROPOSAL**

The information each Proposer provides will be used to determine the most qualified Proposer(s) and those with the perceived ability to perform the scope of services as stated in this Request for Proposals, which may best meet the overall needs of the Authority.

An evaluation of responding firms will be conducted for the purposes of clarification of both the Proposer's ability and prospective benefit of their proposal to the Authority. For more information, refer to Part D, Evaluation of Proposals.

C.01 EVALUATION CRITERIA

The information submitted in response to all elements of Section C.02, below, will form the proposal and serves as the established evaluation criteria when determining the selection of a successful Proposer and award of a future agreement under this Request for Proposals. Authority's evaluation of firms as best qualified will include, but not necessarily be limited to, the following considerations.

C.02 INFORMATION TO BE SUBMITTED

All information identified in this section must be contained within the Proposal. The contents of each Proposal must be **separated** and **arranged with tabs and must be organized in the same order and following the same format as listed below**, identifying the response to each specific item.

SECTION 1 – EXECUTIVE SUMMARY & TABLE OF CONTENTS

Provide an Executive Summary on official company letterhead that includes a discussion of the client oriented approach and understanding of the Authority's goals and objectives. The executive summary must be signed by the person or persons who are authorized to bind the proposer in a contract with the Authority. The Executive Summary must not exceed four pages.

Include a Table of Contents following the sections identified below and include page numbering.

SECTION 2 – MINIMUM QUALIFICATIONS

To qualify for consideration, Proposers must present proof of any licensing or certification which is required by law to perform the services set forth in Part B, Scope of Services. If no licensing or certification is required, the proposer must indicate same.

Identify the proposer's legal status and legal name that will be on any future executed agreement. Firms contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other legal entity in good standing or is a foreign corporation or other legal entity that has registered and is authorized to do business in the State of Florida.

SECTION 3 – PROPOSER'S ORGANIZATIONAL STRUCTURE

Provide the following information about the Proposer's organization:

- A. Legal name, including DBA, for the resulting agreement, if any;

- B. State of organization or incorporation;
- C. Ownership structure of the Proposer - Include a statement advising specifically which type of business entity the Proposer is organized as (e.g. a sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other form of business entity, etc.).
- D. Indicate the length of time the Proposer has been in business, and/or whether a specific partnership or corporation is being formed solely for this Agreement. If the entity consists of more than one company, the identities, roles, and time in business of each company must be included.
 - 1) If a sole proprietorship, state the full name, address, telephone number, and email address of the individual doing business.
 - 2) If a partnership, state the full name, address, telephone number, email address, and other occupation (if any) of each and every partner; whether he/she is full or part time; whether each partner is a general or limited partner; and the proportionate share of the business owned by each partner. Provide a copy of the partnership agreement.
 - 3) If a corporation, state the full name, address, telephone number, email address, and title of each of the corporate officers and the state of incorporation. Also, include a copy of the Articles of Incorporation.
 - 4) If a limited liability company, state the names, addresses, telephone numbers, and email addresses of the members; the proportionate share of the company owned by each member; and, for any members that are not individuals, identify the member's type of business entity, jurisdiction where formed, and principal officers, partners, or members. Include a copy of the LLC's operating agreement.
- E. Contact information for corporate headquarters to include address, phone and email;
- F. Contact information for the office from which the work is primarily being performed to include address, phone and email.

SECTION 4 – PROPOSER'S EXPERIENCE

The Authority reserves the right to make inquiries and discuss past performance with the companies and/or contacts provided and will give consideration to the feedback received.

- A. Provide a summary of the proposer's experience providing services to medium or large-hub airports within the past five years preceding the date of the proposal opening. For each airport cited, include:
 - contract start and end dates
 - a brief description of the scope of work provided, and
 - email and telephone contact information for the airport representative directly involved with the referenced work
- B. Provide a description of each successful route proposal that resulted in new service. For each example given, provide the airport name and email/telephone contact information for the airport representative with direct involvement in the new service.
- C. Explain proposer's expertise in performing airport marketing and developing airport/community partnership strategies. Provide examples of proposers ability to team

- with airlines in order to effect new/and or improved passenger air service or to promote air cargo opportunities at an airport.
- D. Explain any other related airport consulting services.
 - E. Describe relevant experience proposer has in dealing with governmental issues and problems impacting development projects, especially projects involving airports, and/or projects in the Southwest Florida region.
 - F. Describe any significant or unique accomplishments or recognition received by Proposer in the performance of services similar to the services described herein.
 - G. Detail proposer's experience with identifying unserved and underserved commercial air routes and air cargo opportunities.
 - H. Explain proposer's approach to performing air services analysis and forecasting new routes and predicting passenger demand and profitability for proposed routes.
 - I. Provide a listing of economic impact studies prepared by proposer for both domestic and international travel.

SECTION 5 – KEY PERSONNEL

In this section, Proposer will introduce its key team members, highlighting individual backgrounds and achievements earned while providing services that are the subject of this RFP.

- A. Identify the primary contact for the Proposer.
- B. List all persons authorized to make representations for the Proposer. Include names, titles, addresses, telephone numbers, and email addresses.
- C. Provide the names and titles of the personnel who would negotiate the Agreement.
- D. Provide an organizational chart to identify the lead representative and key staff. For each individual note the scope of work they will be associated with on the chart. All persons authorized to make representations for the Proposer should be included.
- E. Provide the resumes of all key personnel assigned that will be assigned to the resulting agreement, if any. Details provided in the resume must specify dates of experience. Resumes must specify accomplishments and indicate the level of involvement.

SECTION 6 – MARKETING PLAN

Provide a detailed Marketing Plan that includes knowledge of airline industry dynamics in general and specifically as they impact this region, a current market assessment, and marketing strategy.

Describe Proposer's approach to staying ahead of the trends, being knowledgeable with current industry practices, and providing recommendations to proactively meet ever changing needs. Reference any market research or data collection used to determine the plan.

Describe Proposer's approach to public relations, including both off-airport community relations and Airport tenant/user coordination.

SECTION 7 – CONFLICT OF INTEREST AND BUSINESS ETHICS

Disclose any circumstances where the conduct of the Proposer, or any officer, partner, major shareholder (greater than five percent (5%) interest), or other related party is currently being investigated by any governmental, administrative, or law enforcement entity or agency. Also disclose any adverse decision against the Proposer or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.

If Proposer or any related parties have other business interests or relations that may cause, or appear to cause, a conflict of interest in its business with the Authority the details of such conflicts must be stated here. If no conflicts exist that fact should also be stated here.

Proposer must disclose whether it has been convicted of a public entity crime in its history and provide relevant dates and details concerning the conviction.

Proposer must disclose if it has ever been terminated from a contract.

Proposer must disclose if the Proposer has been involved in litigation with any of its customers within the past ten years prior to the date of proposal opening and briefly describe the circumstances.

Section 8 – Fee and Cost Proposal

Payment for services requested by the Authority will be made based on the hourly rates and reimbursable expenses identified in the agreement resulting from this RFP. However, the total cost of services for each year of the agreement, including any annual renewal option that may be exercised, will not exceed \$90,000.00 per year.

Provide a cost proposal based on hourly rates for each category of personnel listed below. Hourly rates are inclusive of all direct and indirect expenses incurred by the successful proposer in performance of the work. Proposed hourly rates include compensation, fringe benefits, overhead and profit.

- 1) Principal
- 2) President
- 3) Executive Vice President
- 4) Vice President
- 5) Director
- 6) Senior consultant
- 7) Consultant
- 8) Senior analyst
- 9) Analyst
- 10) Project manager
- 11) Attorney
- 12) Administration

SECTION 9 – REFERENCES

Using the attached Form 5, identify two (2) airport clients whom the proposer has served within the past 3 years.

SECTION 10 – REQUIRED PROPOSAL FORMS

The following forms must be included in Section 9 of the proposal:

- Form 1: Proposer's Certification (Including Acknowledgement/Incorporation of Addenda)
- Form 2: Lobbying Affidavit
- Form 3: Public Entity Crimes Form
- Form 4: Scrutinized Companies Certification
- Form 5: Firm References (Do not list any LCPA employees)

SECTION 11 – ADDITIONAL REQUIRED DOCUMENTS

Provide proof of insurance or insurability (see RFP Part F and Exhibit A – sample Agreement). Provide a written statement of assurance of proposer's ability to meet the insurance requirements.

The Authority reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original proposal. Additionally, the Authority reserves the right to waive any informalities or irregularities in any proposal and to reject any and/or all proposals in its sole discretion.

END OF PART C

PART D **EVALUATION OF PROPOSALS**

D.01 PROPOSAL EVALUATION

The Authority's Staff Evaluation Committee will meet to review the submitted proposals at one or more publicly noticed meetings, as it deems necessary. After reviewing all responsive Proposals, the Staff Evaluation Committee will forward all Proposals to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the Airports Special Management Committee that includes a suggested order of preference of the firms the Staff Evaluation Committee finds most qualified to perform the requested services.

Even though the Staff Evaluation Committee provides input and recommendations as part of the selection process, the Staff Evaluation Committee does not and cannot short-list the proposals. In accordance with this Request for Proposals, Florida Statutes, and the Board approved Lee County Port Authority Purchasing Policies, the selection process, including potential short-listing of firms, oral presentations, etc., rests solely with the ASMC with final ranking approval by the Lee County Board of Port Commissioners.

The ASMC, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting proposals. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it will set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning.

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection will be based on its review and evaluation of the proposals received from qualified firms at its initial public meeting.

Authority staff and members of outside agencies (i.e., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

Consideration will be given to certified Disadvantaged Business Enterprise Minority Business Enterprise and Women Business Enterprise consultants in accordance with applicable governmental laws, policies, or regulations, as applicable.

At the conclusion of its evaluations, the ASMC will establish at a public meeting, by consensus, a list of at least three (3) proposers deemed most qualified and capable to perform the required services. The ASMC will report its recommendations and order of preference to the Board of Port Commissioners.

Should the ASMC determine from its evaluations that there are less than three (3) qualified proposers submitting proposals, it will provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the circumstances.

The Board of Port Commissioners, after consideration of the recommendation(s) and order of preference reported by the ASMC, will take such action as it deems appropriate to approve, in order of preference, the firms that it deems qualified and capable to perform the required services, and authorize Authority staff to enter negotiations with the top ranked firm(s).

Award of any resulting agreement is subject to the approval of the ASMC and the Board of Port Commissioners. The ASMC and the Board of Port Commissioners have the sole right to award multiple contracts under this solicitation and assign work based on Board endorsed policies.

The Staff Evaluation Committee, the ASMC and/or the Board of Port Commissioners reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original proposal. Additionally, the Authority reserves the right to waive any informalities or irregularities in any proposal and to reject any and/or all proposals in its sole discretion.

D.02 AUTOMATIC DISQUALIFICATION

Proposers will be disqualified from consideration for award of an agreement for any of the following reasons:

- Failure to submit Proposer's Certification with the submitted proposal
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of Lee County Port Authority, individually or collectively, regarding this Request for Proposals
- Collusion with the intent to defraud or other illegal practices upon the part of any proposer submitting a proposal
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a proposal pursuant to Section 287.135, Florida Statutes
- Not being registered to do business in the state of Florida prior to submitting a proposal

D.03 REVIEW OF PROPOSALS

The Staff Evaluation Committee will determine from the proposals and subsequent investigation as necessary, the Proposer(s) whose proposals best meet the Authority's requirements.

In its review, the Staff Evaluation Committee may take some or all of the following actions:

- 1) Review all proposals pursuant to the evaluation factors stated herein;
- 2) List Proposers in a recommended order of preference for further consideration in oral interviews, and presentations or;
- 3) Recommend a ranked order of preference of qualified Proposers to the ASMC and Board of Port Commissioners; and
- 4) Receive written clarification of a submitted proposal.

D.04 TENTATIVE SOLICITATION SCHEDULE

The following tentative schedule is provided as a general guide on timing for this solicitation. The schedule is subject to change. Notices of the receiving due date, staff evaluation committee, Airports Special Management Committee (ASMC) and Board of Port Commissioners meetings are posted at www.flylcpa.com/legalnotices/. Please refer to the website for schedule information.

03/02/2021	Non Mandatory Pre-Proposal at 11:00 a.m.
03/05/2021	Deadline for Questions/Clarifications at 5:00 p.m.
03/25/2021	Electronic Proposal Due Date by 2:00 p.m.
04/14/2021	Staff Evaluation Committee Meeting at 10:00 a.m.
05/18/2021	Airports Special Management Committee (ASMC)
06/15/2021	Oral Presentations (ASMC), if needed
06/24/2021	Board of Port Commissioners approval of ASMC selection
08/17/2021	ASMC agreement review/approval
09/09/2021	Board of Port Commissioners agreement approval

END OF PART D

PART E **NEGOTIATION OF THE AGREEMENT**

E.01 GENERAL

The successful Proposer's Proposal will serve as the basis for negotiating an Agreement. Upon submission, all proposals become the property of the Authority which will have the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposals, whether the Proposal is accepted or not.

E.02 NEGOTIATION

The ASMC will make recommendations to the Board of Port Commissioners of those Proposers it determines are best qualified to perform the requested services and with which the Authority should enter into negotiations, if any. Upon approval of the recommendations, the successful Proposer(s) will be invited to enter negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs.

E.03 AGREEMENT

Each firm selected to perform services under this solicitation will be asked to enter an agreement containing general terms applicable to all services provided, without addressing specific financial issues.

E.04 AWARD

Award of any resulting agreement is subject to the approval of the Airports Special Management Committee and the Board of Port Commissioners.

END OF PART E

PART F **INSURANCE, INDEMNIFICATION, AND BOND REQUIREMENTS**

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

No agreement will be made pursuant to this Request for Proposals until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Proposer. The successful Proposer must obtain and submit to the Purchasing Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the following minimum amounts of insurance on a standard 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 as occurrence basis, including products and completed operations, bodily injury, property damage, and personal and advertising injury, with limits of at least \$1 million per occurrence and \$2 million general aggregate.

Additional Insured

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Certificate of Insurance

Prior to the execution of an Agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful Proposer will furnish the Authority with a certificate of insurance using an ACCORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the proposal. The appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida.

Please send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com.

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

Policy on Request

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

Change in coverage

The successful Proposer is required to provide a minimum of thirty (30) days written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage called for herein. All such notices will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL, 33913. If the successful proposer fails to meet the required insurance set forth herein, the Authority may terminate any agreement it has with the successful proposer.

Subcontractor's requirement

The successful Proposer must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

Sovereign Immunity

The successful Proposer understands and agrees that by entering an Agreement with Proposer, the Authority does not waive its sovereign immunity and nothing herein 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 Proposer must 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 in connection with performance of any Agreement awarded pursuant to this RFP. These obligations will survive acceptance of any goods and/or performance of services and payment therefore by Lee County Port Authority.

Proposal Guaranty and Bond Requirements

The following bonds and performance and payment guarantees are required if checked:

Performance Guarantee: *If checked*, a performance guarantee or security deposit in the amount of \$25,000 must be presented by the successful Proposer to the Authority within ten days of issuance by the Authority of the written notice of intent to award the Agreement.

The purpose of the performance guarantee is to serve as a security deposit for the full and faithful performance by the awarded Lessee of all terms, covenants, and conditions of the Agreement including but not limited to the rentals, fees and charges to be paid, throughout the term of the Agreement, including any renewal periods thereof.

The performance guarantee must be issued by a surety acceptable to the Authority, or may be submitted in the form of an irrevocable letter of credit in favor of the Authority guaranteeing full and satisfactory performance.

The performance guarantee will remain in full force and effect for the entire term of the Agreement, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Agreement.

END OF PART F



FORM 1: PROPOSER’S CERTIFICATION

As an authorized representative of the Proposer, I certify that I have carefully examined the Request for Proposals (RFP), which includes scope, requirements for submission, general information and information concerning the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

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

I hereby propose to provide the services requested in this Request for Proposals. I agree that the Authority terms and conditions herein will take precedence over any conflicting terms and conditions submitted with the RFP and I agree to abide by all conditions of this document.

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

I certify that I have attended the non-mandatory pre-proposal meeting and I fully understand the requirements. I further certify, under oath, that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a RFP for the same product or service. No officer, employee or agent of the Port Authority or of any other company who is interested in said RFP. And, the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER / FAX NUMBER
_____ FEDERAL IDENTIFICATION #	_____ E-MAIL ADDRESS



FORM 2: LOBBYING AFFIDAVIT

State of: _____

County of: _____

_____ being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (proposer), maker of the attached RFP and that neither the Proposer nor its agents have lobbied to obtain an award of the Agreement required by this Request for Proposals from 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 Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence or online notarization this _____ day of _____ 2021, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.

NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH JOINT VENTURE 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization this _____ day of _____ 2021, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.



FORM 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 created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Proposals.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING OFFICE FOR 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]

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization this _____ day of _____ 2021, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.

INSTRUCTIONS FOR FORM 5: References

Proposers are required to provide this reference request form to an entity with whom it has recently provided similar services. The Authority requires one (1) reference that demonstrates Proposer's performance on a recent, relevant and similar project. **DO NOT use current Lee County Port Authority employees as references.**

REFERENCES ARE NOT TO BE SUBMITTED WITH PROPOSER'S Request for Proposal (RFP) electronic submission. The entity providing the reference about the proposer will return this form by email directly to the Purchasing Agent listed on Form 5.

It is the Proposer's responsibility to confirm directly with the entities who they have asked to provide a reference that Form 5 has been submitted in a timely manner by the entities. **DO NOT CONTACT THE AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.**

Proposer will complete:

Section 1 – Insert proposers name and a brief description of the services being provided by the Proposer.

Referring entity (your reference) is required to complete:

Section 2 – Reference Information

References should not be returned by the Proposer. At least one (1) reference is required.

Failure to have references emailed directly to the Lee County Port Authority Procurement Agent listed on the top of Form 5, on or before the due date set for receipt of proposals may cause your firm to be considered nonresponsive.

[Remainder of page intentionally left blank]



FORM 5: FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	Reference Information (To be filled out by RFP Proposer)	Please complete and return to:
	Proposer Name:		Purchasing Agent: Terri Bortz Due Date: before March 10, 2021
	Description of Services Provided		Total # Pages: Phone: 239-590-4554 Email: tbortz@flylcpa.com
You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above.			
	Section 2	Reference Information – (To be filled out by person providing reference)	
	Name & Title:		
	Company:		
	Email:		
	Phone:		
	Section 3	**** FIRM REFERENCE QUESTIONS****	
	1. What was your job title and role during the referenced work/contract?		
	2. Describe the services provided by the proposer.		
	3. How responsive was the proposer in providing necessary resources to fulfill this work/contract?		
	4. How was the relationship between this proposers and other team members? Explain.		
	5. Were assignments consistently completed on time and on budget?		
	6. How quickly did the proposer respond to questions from your company about the work/contract?		
	7. In your opinion, what was a strength exhibited by the proposer?		
	8. Was the proposer proactive in resolving issues?		
	9. Was the proposer accountable for mistakes that were brought to their attention?		
	10. Would you hire the proposer again?		
	11. Additional comments or feedback.		



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

ADDENDUM 1

ISSUE DATE: 3/2/2021

Request for Proposals (RFP) 21-14TLB

Air Service Development Consultant for Southwest Florida International 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: Please replace the original Form 5 in the RFP with this revised Form 5. The Procurement Agent, Due Date, Phone Number, and Email Address have all been updated.

Item 2: On Page 27 – Instructions for Form 5 on the original RFP, changed from one (1) required reference to two (2). The Authority requires two (2) references that demonstrate Proposer's performance on a recent, relevant, and similar project

Proposals are due by 2:00 p.m. on March 25, 2021.

Melissa M. Wendel, CPPO
Procurement Manager

cc: Gregory S. Hagen, Port Authority Attorney's Office
Mark A. Trank, Assistant Port Authority Attorney
Carol L. Obermeier, Air Service Development Director
Victoria Moreland, Chief Communications & Marketing Officer
Nick Diaz, Senior Procurement Agent

FORM 5: FIRM REFERENCE CHECK (Please Print Legibly)

FIRM REQUESTING REFERENCE	Section 1	Reference Information (To be filled out by RFP Proposer)	Please complete and return to:
	Proposer Name:		Procurement Agent: <u>Melissa Wendel</u> Due Date: <u>March 17, 2021</u>
	Description of Services Provided		Total # Pages: Phone: 239-590-4557 Email: <u>mmwendel@flylcpa.com</u>
<p>You or your company has been requested to provide a reference for the listed proposer relevant to the services being provided to your company as described above. Please complete Sections 2 and 3</p>			
	Section 2	Reference Information – (To be filled out by person providing reference)	
	Name & Title:		
	Company:		
	Email:		
	Phone:		
	Section 3	***** FIRM REFERENCE QUESTIONS*****	
	1. What was your job title and role during the referenced work/contract?		
	2. Describe the services provided by the proposer.		
	3. How responsive was the proposer in providing necessary resources to fulfill this work/contract?		
	4. How was the relationship between this proposers and other team members? Explain.		
	5. Were assignments consistently completed on time and on budget?		
	6. How quickly did the proposer respond to questions from your company about the work/contract?		
	7. In your opinion, what was a strength exhibited by the proposer?		
	8. Was the proposer proactive in resolving issues?		
	9. Was the proposer accountable for mistakes that were brought to their attention?		
	10. Would you hire the proposer again?		
	11. Additional comments or feedback.		



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

ADDENDUM 2

ISSUE DATE: 03/12/2021

Request for Proposals (RFP) 21-14TLB

Air Service Development Consultant for Southwest Florida International 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:

Q1: There are different purchasing contacts on the bid invitation and RFP document, who is the appropriate contact?

Answer: On the RFP cover page, change Terri Bortz to Melissa M. Wendel. .

Q2: Page 4 of 4 of the invitation to bid on the RFP includes a "Supplier Information" form that refers to submitting a response to the RFP. This form is not listed in the list of forms in Part C.02 on Page 17 Section 10 Required Proposal Forms or Section 11 Additional Required Documents. Where should this form be placed in the proposal?

Answer: Page 4 of 4 of the Bid Invitation located under the "Documents" tab in IonWave is not required to be completed or submitted with proposer's proposal. Proposers are directed to the "Attachments" tab to view and download the Request for Proposals (RFP) and any addenda issued pursuant to the RFP.

Q3: C.02 on Page 13 - How should we separate the contents with tabs since this is an electronic submission?

Answer: Refer to Part A, Instructions to Proposers, Item A.02: Submission of Sealed Proposals, second paragraph, last sentence which states "Submittals must have navigational bookmarks inserted in lieu of tabs that would normally be required in a hard copy." The "tabs" are the heading for each section of the proposer's proposal which must be submitted electronically in a single PDF/A file.

Q4: C.02 on Page 13 Sect. 1 - does the 4 page limit for the executive summary include the table of contents?

Answer: No, the table of contents will not be counted as pages of the Executive Summary. The table of contents should precede Section 1 and provide a sequential list of the proposal's organizational structure, denoting the section number, title, and starting page location.

Q5: In C.02, Section 3, D4, a copy of the LLC's operating agreement is required. Is that necessary? A LLC Operating Agreement contains information that most firms consider privileged and private. Exposing it is a significant competitive burden to a privately-held firm. Can this requirement be struck from the RFP? If the Operating Agreement(s) requirement is not struck, where in the submitted document should it/they be placed?

Answer: An LLC Operating Agreement is not required. Please delete "Include a copy of the LLC's operating agreement" from C.02, Section 3, D 4 and add the following sentence "Provide an Organizational Chart of the LLC."

Q6: C.02 on Page 14 Sect. 4 Part A – should medium or large-hub classifications be based on 2019 passengers?

Answer: Yes

Q7: C.02 on Page 14 Sect. 4 Part B – should we focus on successful route proposals for past five years? For just medium and large-hub airports? Please provide more details as this could potentially include hundreds of routes.

Answer: Replace the first sentence in C.02, Section 4 – Proposer's Experience, Item B as follows: Provide a list of the top ten routes that resulted in new service within the past 5 years that operated for 2 or more years either seasonally or year-round. For each route listed, identify whether the route was for a medium or large hub airport.

Q8: C.02 on Page 15 Sect. 4 Part E – please explain what is meant by "problems impacting development projects"

Answer: Revise C.02, Section 4 – Proposer's Experience, Item E to read: "Describe any relevant experience in dealing with government issues such as landing rights, slots and other regulatory issues that could potentially impact air service."

Q9: C.02 on Page 16 Sect. 8 – the RFP states that "all hourly rates are inclusive of all direct and indirect expenses incurred by the successful proposer in performance of the work", how should we treat reimbursable data, travel, conference registration expenses, etc.?

Answer: Travel to conferences and/or airline headquarters is not expected; however, travel may be requested if deemed necessary by the Authority for the successful proposer to attend Board of Port Commission or Airports Special Management Committee meetings (see B.04 Scope of Services, Item 4). In such case, direct travel expenses will be reimbursed in accordance with Florida Statutes, Section 112.061.

Q10: C.02 on Page 17 Sect. 9 – the RFP states to provide references for two airport clients but Form 5 indicates only one reference is required. Which number is correct?

Answer: Refer to Addendum 1.

Q11: C.02 on Page 17 Section 10 – The RFP states forms should be included in Section 9 of the proposal. Should the forms be included in Section 9 along with references or in Section 10?

Answer: Revise C.02, Section 10 – Required Proposal Forms, to read “The following forms must be included in Section 10 of the proposal.”

Q12: In C.02, Section 4, A, can the wording be changed to something like: “Provide a summary of the proposer’s experience delivering services to entities responsible for air service development efforts on behalf of medium or large-hub airports within the past five years preceding the date of the proposal opening.”

Answer: Yes. Change C.02, Section 4 – Proposer’s Experience, Item A to read: “Provide a summary of the proposer’s experience delivering services to entities responsible for air service development efforts on behalf of medium or large-hub airports within the past five years preceding the date of the proposal opening.” The rest of this section remains as stated.

Q13: In C.02, Section 5, E, the RFP states that “Resumes must specify accomplishments and indicate the level of involvement.” Do the resumes themselves have to include all of this information? Or can we provide a single-page resume focusing on general experiences, followed by a more comprehensive narrative about relevant experiences for each key person in the same section?

Answer: A single-page resume focusing on general experiences, followed by a more comprehensive narrative about relevant experiences for each key person in Section 5 of the proposal is acceptable.

REMINDER – Submittals are due before 2:00 p.m. on March 25, 2021.

Melissa Wendel

Melissa M. Wendel, CPPO
Procurement Manager

cc: Mark A. Trank, Assistant Port Authority Attorney
Carol L. Obermeier, Air Service Development Director
Victoria Moreland, Chief Communications & Marketing Officer
Nick Diaz, Senior Procurement Agent

Staff Qualifications Committee Review of RFP 21-14TLB Air Service Development Consultant

Ailevon Pacific Aviation Consulting

RSW Client Manager: Mark Raker, Director, North America

Education: B.S. in Aviation Management; MBA, Georgia State University

Years of Experience: 25 years total

Manager Experience:

- Q Massachusetts Port Authority – Director Route Development (October 2018-March 2021)
- Q Mark Raker Consulting, LLC – Independent contractor for Wrightway Aviation Technology (October 2017-October 2018)
- Q Sabre Airline Solutions – Principal Consultant and Project Manager (October 2005-September 2017)
- Q Chattanooga Metropolitan Airport Authority – Vice President Air Service Development (November 2004-October 2005)
- Q Delta Air Lines – System Manager (December 2001-November 2004)
- Q Delta Air Lines – Various leadership/analytical roles for domestic and international schedule development (March 1996-December 2001)

Firm's Experience:

Offices: Headquartered in Atlanta, Georgia

Other offices: Offices in Dallas, Denver, Jacksonville, Phoenix, Seattle and Sydney, Australia.

- Q More than 50 clients throughout the Americas, Asia-Pacific and Europe providing tailored, innovative and highly insightful analyses for airports, destinations and communities around the world since 2009.
- Q Clients range from medium-and large-hub airports, as well as Destination Marketing Organizations (DMO): Denver International Airport, Hawaii Visitors and Convention Bureau, Milwaukee Mitchell International Airport, Minneapolis/St. Paul International Airport, Las Vegas Convention Bureau, Las Vegas McCarran Airport, Gatwick Airport, London, UK. Pittsburgh International Airport and the Bermuda Tourism Board.
- Q Good case studies provided.
- Q Recent routes: Las Vegas to Beijing, Las Vegas to Amsterdam, Las Vegas to Maui, Las Vegas to Frankfurt, Pittsburgh to Salt Lake City and Pittsburgh to Montreal.

Overall Proposal: Staff felt that this was the #1 with a well-written, creative and tailored proposal.

Firm has experience in destination marketing and developing airport/community partnership strategies. Staff noted the level of experience and how Ailevon is prepared to support RSW in developing marketing strategies that the RSW team can execute themselves. Use data to develop assessment and then formulate strategy. Detailed marketing approach that includes forecast demand and revenue at segment level and second homeowner studies. Another staff observation was Ailevon's history of assisting destination markets like RSW expand their route portfolio into non-traditional markets through effective brand building with airline planners. Providing analytic and experienced strategic support for RSW is what they emphasized to gain new routes both domestic and international.

Hourly rate: \$175-\$300

References: 2 references were received and both were favorable.

Airport Strategy and Marketing (ASM), Inc.

RSW Client Manager: Illona Cambron, Director Air Service Development, North America

Education: Master's Degree in Linguistics and Philology; Master's Program in Strategic Marketing and Economics (2012)

Years of Experience: 15 years; 4 with present company. Total nine years of consulting experience

Manager Experience:

- Q Israel Airports Authority – air service development assistance with a focus on Eastern European markets.
- Q Client manager provides air service consultant services to Fairbanks International Airport, Quebec International Airport in Canada, Stewart International Airport in New York, Orlando Sanford International Airport and Norman Y. Mineta San Jose International Airport.

Firm's Experience:

Offices: Headquartered in New York, New York

Employees: 1,000 full time employees

- Q Airport Strategy and Market Ltd (ASM) was formed over 25 years ago as the first aviation consulting firm to focus its expertise on air service development for airports and their stakeholders.
- Q Several brief case studies. Clients in Caribbean and South America, especially Columbia
- Q ASM was the creator of the industry known Routes events.
- Q In 2018, ASM added the Aviation Week Network, which is a publication, that provides intelligence about global aviation and aerospace.

Overall Proposal: Staff felt that this was the #6 written proposal. Staff noted that this was very generic and lacked details. Staff noted that ASM did not have a marketing plan or strategic goals for RSW. Focused heavily on ULCC's and a lot of comparison to PGD and suggested building a ULCC terminal to attract Allegiant. Staff also noted that they lacked the strong experience for medium- and large- hub airports.

Hourly rate: \$180-\$250.

References: 2 references received and both were favorable.

Arthur D. Little Inc.

RSW Client Manager: Dave Dague, principal with Arthur D. Little

Education: B.S. in Air Transportation Management Technology from Arizona State University.

Years of Experience: More than 30 years of air service consulting

Local Experience: Has worked with RSW since 1992 – February 2021

Project Experience:

- Q RSW – As part of the initial work for RSW, developed a Five-Year Master Economic Development and Marketing plan and managed the analysis for an economic impact study on potential new international routes at RSW. The report which was presented to VCB's and tourism community was intended to drive home the importance of air service on the region and the need for collaboration among various stakeholders in region. Prepared numerous marketing proposals to schedule and charter airlines as well as tour operators in Canada, Germany, the United Kingdom and the Netherlands. The results of these joint presentations with RSW's ASD team were nonstop transatlantic service from Frankfurt by LTU and Condor Airlines.
- Q Denver International Airport – worked with Denver's air service staff to improve international scheduled service, maintain and further strengthen the airport's robust domestic activity levels, pursued premium low-fare carriers and strengthens its role as carrier hub.
- Q Boston Logan International Airport –On-call air service development as forecasting and cargo-related incentives for Massport.
- Q Salt Lake City International Airport – prepared a strategic study for Salt Lake City International Airport's emerging role as a potential international gateway. Prepared detailed carrier route analysis and presentations dealing with domestic and international air service opportunities.
- Q Nashville Convention and Visitors Corporation – business case development, task force management, community engagement, airline facilitation and airline incentive program advisory.

Firm's Experience:

Offices: Headquarter in Boston, Massachusetts

Firm's Experience:

- Q Arthur D. Little is a premier global management consulting firm with a 135-year track record.
- Q Extensive experience with more than 80 projects performed for clients worldwide over the past 5 years, spanning strategic planning, route/network development, forecasting, organizational and process development, risk mitigations, innovation and sustainability.
- Q Washington-Dulles International Airport – Board presentations, business case development and forecasting.
- Q Oakland International Airport – catchment area/leakage analyses, airline and conference meeting support and airline facilitation
- Q Phoenix Sky Harbor International Airport – Workshop support, stakeholder presentations, meetings with airport leadership, community stakeholder meetings, airline and conference meeting support.
- Q Successful routes: Boston to Mexico City, Oakland California to Europe, Phoenix to Frankfurt, Germany.

Overall Proposal: Staff felt that this was the #2 best written proposal. Detailed executive summary but lengthy presentation. Staff noted that ADL seemed to be on right track and proposal was good. Firm's strengths: Provided other data for projects that may tie into Air Service Development. Excellent work on economic impact studies and strategic goals. The proposed project manager has worked closely with VCBs throughout his career. This is a very experienced team, but airport component is a new venture for the firm, so some risk is involved. Weaknesses: We know the people, but no interaction with the firm. The two main contacts recently left InterVISTAS.

Hourly rate: \$120-\$320

References: 2 Firm references received and all were favorable.

Campbell-Hill Aviation Group, LLC

RSW Client Manager: Kevin J. Schorr, Vice President

Education: B.S. in Civil Engineering, Washington University, St. Louis, MS Transportation Engineering, Washington University, St. Louis, MBA Washington University, St. Louis.

Years of Experience: 19+. combination of consulting and airline experience with TWA

Manager Experience:

- Q Involved with air service development with over 60 different airports.
- Q Has been involved in air service consulting for airports since 2001.
- Q His most recent airport clients include Austin, Sacramento, Kansas City, Jacksonville, Syracuse, Oklahoma City, Spokane, Santa Barbara, Branson, Missouri and Quad Cities/Moline, Illinois.
- Q Develops air service presentations, strategic plans, incentive programs and helps communicate and partner with local and regional organizations regarding air service issues.
- Q Was a director of domestic strategies and alliances for Trans World Airlines (TWA)

Firm's Experience:

Offices: Headquartered in Tysons Corner, Virginia

- Q Austin-Bergstrom International Airport – Scope of work: domestic and international passenger air service development, supports staff for all air service headquarters visits and conferences. All air service work for Visit Austin and Greater Austin Chamber of Commerce. (1999 - present)
- Q Baltimore/Washington International Thurgood Marshall Airport – Scope of work: air service development presentations at headquarters and conferences to domestic and international airlines, forecasting, leakage analysis and business cases for airline meetings. (2011-present)
- Q Charleston International Airport (Charleston, South Carolina) – Scope of work: air service development presentations at headquarters and conferences to domestic and international airlines, forecasting, leakage analysis and business cases for airline meetings. (2017-present)
- Q Jacksonville International Airport – Scope of work: air service development presentations at headquarters and conferences to domestic and international airlines, forecasting, leakage analysis and business cases for airline meetings. (2013-present)
- Q Successful routes: Austin to Europe, Philadelphia to San Juan, Columbus, Ohio to San Francisco and Orlando to Amsterdam.

Overall Proposal: Staff felt that this was the #3 best written proposal. Staff noted that one of their clients is Jacksonville International Airport about the same size of RSW and both medium-hub Florida airports do not have international UK service. Staff's concern would be the level of dedication to RSW for attracting UK service or going after the same airlines on JAX's behalf for domestic service. Another item staff noted while evaluating the firm's proposal was the emphasis on meeting with airlines at headquarters and conferences either with the airport or on the airport's behalf rather. RSW has the relationships and communications with airline decision makers, and this is not what the RFP was looking for with an air service consultant.

Hourly rate: \$65-\$350

References: Two firm references received and both were favorable.

InterVISTAS

RSW Client Manager: Daniel Skwarek, Senior Vice President

Education: B.A., Economics and Geography, University of California, Los Angeles (UCLA) SM, Transportation, Massachusetts Institute of Technology

Years of Experience: 25+ Combination of consulting and airline experience with Delta and Northwest Airlines

Manager Experience:

- Q Recently joined InterVISTAS in 2021.
- Q Delta Air Lines - managing director and chief coordinator of the Delta, Air France, KLM Transatlantic Joint Venture (2013-2020)
- Q Delta Airlines - managing director, revenue management (2010-2013)
- Q Northwest Airlines – director, domestic pricing (2006-2010)
- Q Northwest Airlines – director, international and regulatory Affairs, and various roles in strategic and network planning (1996-2006)

Firm's Experience:

Offices: Headquartered in Boston, Mass.

- Q Has done analysis/leakage studies for San Diego, Oakland and Phoenix.
- Q More than 130 economic impact studies completed over the past two decades worldwide.
- Q Strong brand recognition for air service development, cargo, regulatory/facilitation, leakage, route P&L's
- Q Has Anchorage, Chico and Fresno, California, Nashville and Phoenix as clients
- Q Successful routes included Nashville to London, Southwest coming to Fresno, California, Buffalo to Los Angeles, well as long-haul international flights from Los Angeles and Miami Diego to Asia and Europe

Overall Proposal: Staff felt that this was the #4 written proposal. Firm recently had two air service principals leave and go to another firm. InterVISTAS is very experienced and is the current incumbent. However, staff was disappointed in proposal submitted, which seemed average and not the WOW factor we were expecting. Staff noted that marketing plan seemed cut and paste without a clear path.

Hourly rate: \$100-\$300

References: 2 references received and both were favorable.

MEAD & HUNT, INC.

RSW Client Manager: Mike Lopez, project manager

Education: BA Marketing/Advertising and Statistic/Operations Research – University of Houston.

Years of Experience: 24 years total. Combination of consulting and airline experience with Continental/United.

Manager Experience:

- Q Joined Mead Hunt in February 2020.
- Q Worked for Accenture /Seabury Consulting creating detailed route forecasts and airline presentations for numerous airport clients. He served as the principal consultant for Cleveland Hopkins International Airport, Cincinnati/Northern Kentucky International Airport, San Antonio International Airport and Norman Y. Mineta San Jose International Airport
- Q Worked as a planner for Continental/United Airlines with oversight of Houston, Newark and Cleveland hubs.

Firm's Experience:

Offices: Headquartered in Middleton, Wisconsin; Three Florida offices in Tampa, Port Orange, and Tallahassee.

Employees: 867 total employees.

Firm's Experience:

- Q Indianapolis Airport – air service monitoring, air service pro-formas, air service strategic plan, airline RFP's, economic impact assessment
- Q St. Louis Lambert International Airport – air service monitoring, air service pro-forma's, market assessments, schedule analysis, international true market estimate
- Q San Antonio International Airport – airline meetings, demand analysis, industry conference representations.
- Q Successful routes: Indianapolis to Paris, Cincinnati to Baltimore, Nashville to London, San Antonio Mexico City.

Overall Proposal: Staff felt that this was the #5 written proposal. MEAD & HUNT is a national multi-disciplined large, experience aviation consulting firm offering airport planning and environmental services. Proposal strengths include: Firm has experience with airports and DMO contracts. Support staff has a good mix of airline strategy, planning and analytics. Proposal weaknesses include: Solid review of the industry but no specific plan for RSW. Staff noted that the questions were answered but were not taken to next level. Staff further noted that proposal seemed to be focused on ULCC's and LCC's with little attention to the core carriers that serve RSW.

Hourly rate: \$104-\$250

References: 3 airport references received and all were favorable

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a Service Provider Agreement with PrimeGov Inc. to implement and host an Agenda Management System for the Lee County Port Authority.</p> <p>2. FUNDING SOURCE: General Airport Operating Revenue Fund - VD5131741200.503460, Information Technology</p> <p>3. TERM: five (5) years with optional five (5) one-year extensions</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves an agreement to provide hosting and implementation of an Agenda Management System.</p>	<p>5. CATEGORY: 4. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/15/2021</p> <p>7. BoPC MEETING DATE: 6/24/2021</p>
---	--

8. **AGENDA:**

CEREMONIAL/PUBLIC PRESENTATION

CONSENT

ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

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 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:

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>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

1. PrimeGov
2. AODocs
3. Municode

At the April 20, 2021 meeting, ASMC concurred with the Staff Evaluation Committee's recommendation and selected PrimeGov as the most qualified firm.

At the May 6, 2021 Joint Board of Port Commissioners meeting, the Board concurred with ASMC's selection and authorized staff to negotiate a contract with PrimeGov Inc. Accordingly, staff has successfully negotiated an agreement with PrimeGov including a 5% discount from the proposal price.

Attachments:

Lee County Port Authority PrimeGov Agreement with Exhibit A PG Signed 5-28-2021 (004)

PRIMEGOV SERVICE AGREEMENT (“Agreement”)

THIS AGREEMENT is made on the _____ day of _____ 20____
BETWEEN

1. **PRIME GOVERNMENT SOLUTIONS Inc**, a foreign profit corporation having its principal office at 3429 Derry St, Harrisburg, PA 17111 (the “**Supplier**”); and
2. **Lee County Port Authority**, whose business office is at 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913 (the “**Customer**”)

BACKGROUND

- A. The Supplier has developed and owns the Service (as defined in clause 1) and has granted to the Customer a non-exclusive license to use such Service solely for Customer’s internal operations and in accordance with the terms and conditions of this Agreement. The terms of this Agreement shall also apply to any updates and upgrades subsequently provided by Supplier to Customer for the Service. Supplier may update the functionality of or make modifications to the Service and user interface of the Service from time to time in its sole discretion and shall not be liable to Customer or to any third party for any modification of the Service. Supplier will use commercially reasonable efforts to notify Customer of any material modifications, no less than (10) calendar days from the date such material modifications become effective.
- B. The Supplier submitted a proposal to Customer dated February 26, 2021 for Agenda Management Software and Implementation Services (“Proposal”), in response to RFP 21-13CDE issued by Customer (“RFP”). The Proposal and RFP are hereby incorporated by reference as part of this Agreement as Exhibit A (“Exhibit A”).
- C. The Customer wishes the Supplier to provide certain support services in respect of the Service in accordance with the provisions set out in Schedule 1 of this Agreement (“**Support Services**”), as well as in Exhibit A and the RFP.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement the following expressions will have the following meanings unless inconsistent with the context:

“Affiliate”	means any company or non-corporate entity that controls, is controlled by, or is under common control with a party. An entity shall be regarded as in control of another company or entity if it owns or directly or indirectly controls more than 50 percent. of the voting rights of the other company or entity.
“Application Password”	means any encryption keys, certificates, passwords, access codes, user IDs or other login information provided to or used by Customer for the purpose of accessing and using the Service.
“Business Day”	a day that is not a Saturday, Sunday, or public holiday.
“Client Environment”	means the Customer hardware and software system containing the minimum specification, which the Customer,

as advised by Supplier, is required to have to enable the Customer to connect with the Service.

“Customer Data”	means data, information or material provided or submitted by Customer or any User to the Supplier in the course of utilizing the Service.
“Data Controller”	means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed.
“Data Processor”	means an entity which processes the data only on behalf of the data controller and not for any purposes of its own.
“Effective Date”	means the date of this Agreement signed by the Supplier and the Customer.
“Intellectual Property Rights”	means all intellectual and industrial property rights of any kind whatsoever, registered or unregistered, including patents, know-how, software, code, intellectual property specifications, design plans, prototypes, drawings, software, software documentation, material, documents, ideas, operations, processes, product information, know-how, and the like including mode and procedures of development of source code, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights, and any other rights in any invention, discovery or process, in each case in all countries in the world and together with all renewals and extensions.
“Personal Data”	means data that is processed by the Supplier on behalf of the Customer in relation to this Agreement and may include any information or data derived from Services that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable privacy law.
“Pricing Schedule”	means Exhibit A to this Agreement which sets out the prices and payment terms for the Service.
“Professional Services”	means the general consulting, implementation and/or training services to be provided to Customer.
“Purchase Order”	means a purchase order issued by the Customer to the Supplier for the Service.

“Service”	means Supplier’s online software applications purchased by Customer and maintained through Support Services by Supplier including associated offline components and ancillary online or offline services to which Customer is granted access under this Agreement.
“Service Level Commitments”	the service level commitments in respect of the Service to the Customer as more particularly set out in Schedule 1.
“Term”	means the term of this Agreement as specified in clause 3.
“User”	means one (or, if more than one, “Users”) of Customer’s employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer’s business affairs who are authorized to use the Service and have been supplied User identifications and passwords by Customer.

2 INTERPRETATION

- 2.1 **Person:** The expression “person” means any individual, firm, body corporate, unincorporated association, or partnership, government, state, or agency of a state or joint venture.
- 2.2 **Headings:** The index and headings to the clauses, the Appendices and Schedules of this Agreement are for convenience only and will not affect its construction or interpretation.
- 2.3 **Statutes:** Any reference to a statute or statutory provision and all regulations and notices made pursuant to it (whether made before or after the date of this Agreement), includes a reference to the same as from time to time amended, modified, extended, re-enacted, consolidated, or replaced provided that amendments, consolidations, modifications, extensions, re-enactments or replacements made after the date of this Agreement will not have substantively changed any provision which is relevant to this Agreement.
- 2.4 **Provisions of the Agreement:** Any reference in this Agreement to a clause, Schedule or Appendix is a reference to a clause, Schedule or Appendix of this Agreement and references in any Schedule or Appendix to paragraphs relate to the paragraphs in that Schedule or Appendix. The Schedules and Appendices form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement will include the Schedules and Appendices.
- 2.5 **Writing:** Any references to “writing” or “written” includes references to any communication effected by post, facsimile, email or any comparable means.

3 TERM

- 3.1 This Agreement shall, unless terminated in accordance with clause 19, commence on the Effective Date and shall continue for an initial period of Five (5) years therefrom (the “**Initial Term**”).
- 3.2 The term of this Agreement may be extended by Customer for a period of one (1) year (the “**Extended Term**”) at the end of the Initial Term and at the end of each Extended Term, up to a maximum of Five (5) one-year extensions. The Authority may exercise each extension by giving Supplier notice of its intent to renew at least thirty (30) days prior to expiration of the current term. On receipt of notice to renew, Supplier will have fifteen (15) days to accept or reject the extension term. The terms and conditions of the original term will apply to any extended term.
- 3.3 All funds for payment by the Customer 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

Customer for the services and products provided under this Agreement, the Customer 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 will be accepted by Supplier on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Customer will not be obligated under this Agreement beyond the date of termination.

4 CUSTOMER USE OF THE SERVICE

- 4.1 Supplier grants Customer a license to access and use the Service during the Term via the internet under and subject to the terms of this Agreement. Supplier reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time. Supplier agrees to provide written notice to Customer of such changes and updates within a commercially reasonable period, no less than ten (10) calendar days from the date of any changes and/or updates become effective.

5 FEES AND PAYMENT

- 5.1 Customer agrees to pay fees as set forth in Exhibit A ("**Service Fees**").
- 5.2 The Service Fees are to be paid annually in advance within forty-five days from receipt of an acceptable invoice and are non-refundable.
- 5.3 The Service Fees shall be billable annually in advance for a twelve (12) month period at a time (a "**Service Year**") on the anniversary of the Effective Service Date ("**Renewal Date**") for the first year and for each year thereafter the Service Fees shall be payable within forty-five days from receipt of an acceptable invoice issued annually in advance on each subsequent anniversary of the Renewal Date. One month prior to the expiration of a Service Year ("**Service Year Expiry Date**") the Service Fees for the Service Year will be invoiced by the Supplier to the Customer in respect of the Service to be provided in the following Service Year. The Customer shall pay the Service Fees within forty-five days from receipt of an acceptable invoice.
- 5.4 Where any additional Service(s) is acquired by the Customer during the period between one Renewal Date and the next Renewal Date (the "**Installation Year**") the Service Fees payable shall be calculated pro-rata, from the date of the Purchase Order for the Service(s) in the Installation Year up to the next Renewal Date applicable to Customer's other Licenses. For all subsequent years thereafter, the Service Fees shall be payable annually within forty-five days from receipt of an acceptable invoice.
- 5.5 The Customer shall pay each invoice in accordance with Florida Prompt Payment Act, within forty-five days from receipt of an acceptable invoice.
- 5.6 Customer agrees to provide Supplier billing and contact information as Supplier may reasonably require. Customer agrees to update this information promptly by means of email to the Supplier and in any case within fifteen (15) days, if there is any change.

6 NON-PAYMENT

- 6.1 Customer's account will be considered delinquent (in arrears) if the Supplier has not received payment in full within 45 (45) days after the due date, and without prejudice to any other rights and remedies of the Supplier;
- 6.2 Interest shall accrue on any payments (or any part thereof) outstanding at a rate of one and a half per cent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower.
- 6.3 Subject to clause 6.4 below, the Supplier may, upon giving ten (10) days written notice but without liability to the Customer, disable/suspend the Customer's password, account and access to all or part of the Service and the Supplier shall be under no obligation to provide any or all of the Service while the invoice(s) or any part thereof, remains unpaid;

- 6.4 Supplier may in its discretion, decide not to exercise its rights under clause 6.2 (interest) and 6.3 (suspension), if Customer is disputing the applicable Service Fees and/or Professional Services Fees reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 6.5 Supplier reserves the right to impose a reconnection fee if the Service is suspended (as a result of Customer's breach) but subsequently reinstated.
- 6.6 Without recourse to clause 6.1 (delinquency), Supplier reserves the right to terminate this Agreement if Customer's account falls into arrears thirty (30) days after the due date.

7 RESTRICTIONS ON USE OF THE SERVICE

- 7.1 The Customer may not:
 - 7.1.1 make the Service or use the Service for the benefit of anyone else other than the Customer and the Customer's Users. Customer shall access and use the Service only to the extent of authorizations acquired by the Customer in accordance with this Agreement (for example the quantity specified in the relevant Purchase Order) and Customer agrees that the Customer is solely responsible for use of the Service by any Users who access and/or use the Service. Customer agrees to immediately notify the Supplier if Customer becomes aware of any loss or theft or unauthorized use of Customer's account credentials.
 - 7.1.2 sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Supplier's prior written consent;
 - 7.1.3 submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "**Objectionable Matter**"). Customer will be responsible to ensure that its Users do not submit any Objectionable Matter. In addition, the Supplier may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the Supplier web site and Customer and Customer's Users will be bound by any such rules. Supplier reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any Supplier rules regarding appropriate use but is not obligated to do so. Customer and Customer's Users will comply with all applicable laws regarding Customer Data and use of the Service.
 - 7.1.4 interfere with or disrupt the integrity or attempt to gain unauthorized access to the Service or the Supplier's intellectual property therein;
 - 7.1.5 copy the Service or any part, feature, function or user interface thereof;
 - 7.1.6 frame or mirror any part of any Service on any other server or wireless or internet-based device outside of the agreed usage in this contract; or
 - 7.1.7 access any part of the Service in order to build a competitive product or service or to build a product using similar ideas, features, functions or graphics of the Service;
- 7.2 Supplier reserves the right to disable, suspend or terminate this Agreement for cause in case the Customer breaches the provisions of this clause 7.

8 CUSTOMER DATA

- 8.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 8.2 Supplier will use best efforts to provide protection using current technological standards to protect Customer Data against unauthorized disclosure or use.
- 8.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration, or disclosure of Customer Data caused by any third party (except those third parties sub-

contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

- 8.4 Subject to the terms and conditions of this Agreement, Customer grants to Supplier a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide and maintain the Service.

9 CUSTOMER'S OBLIGATIONS

9.1 The Customer shall:

9.1.1 provide the Supplier with:

- (i) all necessary cooperation in relation to this Agreement; and
- (ii) all necessary access to such information as may be required by the Supplier in order to render the Service, including but not limited to Customer Data, security access information and configuration services;

9.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;

9.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

9.1.4 ensure that the Users use the Service in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;

9.1.5 obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;

9.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;

9.1.7 shall be solely responsible for protecting and safeguarding all Application Passwords, as Customer will be the only party with knowledge of its passwords. If Customer makes such Application Passwords available to any third party, Customer shall be liable for all actions taken by such third party in connection with the Service. Customer shall not disclose or make available the Application Password other than to Customer's authorized employees or contractors, shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Application Password and the Service and will notify the Supplier promptly of any such unauthorized access or use and make any disclosures related to such unauthorized access or use which may be required under any applicable laws; and

9.1.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10 PROFESSIONAL SERVICES

10.1 Customer may retain Supplier to perform additional Professional Services as the parties may agree upon in writing ("**Work Order**"). Any Work Orders will be added to and incorporated in this Agreement as an addendum. Supplier will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer's Users. Except as the parties otherwise agree in a Work Order, Professional Services and the results thereof are made available "AS IS."

10.2 Unless otherwise agreed in writing either under this Agreement or in the Work Order, Professional Services are provided by Supplier on a time and materials basis with a not to

exceed total cost. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Work Order basis under this clause 10 unless otherwise agreed in writing. The code and functionality made or provided under this clause 10 and all proprietary and intellectual property interests therein, will be Supplier's property. Access to the results of Professional Services will be available, subject to any further terms as may be agreed between the parties, as part of the Service during the Term unless otherwise agreed in writing.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 Customer will not acquire any title, copyright or other proprietary rights or Intellectual Property Rights in the Service or to the source code of the Service including in any materials or supporting documentation provided under the Service as provided in this Agreement.
- 11.2 The Supplier shall at all times be the sole owner of all title and Intellectual Property Rights emanating from any intellectual property, additional coding, data or patents, any discovery, invention, secret process, development, research or improvement in procedure that may be generated in connection with this Agreement including, but not limited to, any derivative works and Customer-specific enhancements and modifications. All intellectual property and other proprietary rights made, conceived or developed by the Supplier alone or in connection with the Customer in the course of the supply of the Service shall at all times be and remain the sole and exclusive property of the Supplier along with any improvement of any process, know-how, technology and any other materials in respect of the Service to be provided under this Agreement.
- 11.3 The Customer agrees not to remove, modify or use in any way any of Supplier's proprietary marking, including any trademark, product or service names or copyright notice, without the prior written consent of the Supplier.

12 PRIVACY

Supplier agrees to implement its privacy policies in effect from time to time.

13 SERVICE LEVEL WARRANTY

Supplier warrants during the Term of this Agreement that the Service will meet the Service Level Commitment stated in Schedule 1.

14 ADDITIONAL WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

15 INDEMNIFICATION

- 15.1 Supplier will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable legal fees) (collectively, "Losses") arising from any third-party claim, suit, action, or proceeding arising from the actual or alleged infringement of any copyright, patent, trademark, or misappropriation of a trade secret by the Service or Supplier Content (other than that due to Customer Data). In case of such a claim, Supplier may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer or replace the Service with a non-infringing Service. THIS CLAUSE 15.1 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT. This indemnity by Supplier shall not apply to the extent that the claim of infringement of Intellectual Property Rights arose as a result of i) any negligent act or omission or willful misconduct of the Customer pursuant to this Agreement; (ii) any misuse or modification of the Service by the Customer, including, but not limited to the Customer's use of the Service in a manner inconsistent with information, directions, specifications, or instructions provided and

approved by Supplier; (iii) the Customer's use of the Service in combination or conjunction with any product, service, device, or method not owned, developed, furnished, recommended, or approved by Supplier; (iv) the combination, operation or use of the Service with non-Supplier programs, data, methods or technology if such infringement would have been avoided without the combination, operation or use of the Service with other programs, data, methods or technology, or (v) Customer's breach of any of the provisions of section 7 of this Agreement.

15.2 Customer will defend, indemnify, and hold Supplier (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party or (ii) arising out of breach of clause 7 above.

15.3 In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("**Indemnitee**") will provide the indemnifying party ("**Indemnitor**") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this clause 15 to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault, or liability.

16 DISCLAIMERS AND LIMITATIONS

16.1 Except with regard to Customer's payment obligations under clause 5 and with regard to either party's indemnification obligations under clause 15, in no event will either party's aggregate liability exceed the Service Fees due for the preceding twelve (12) month period at the time of the event or circumstance giving rise to such claim. Except in regard to Customer's breach of clause 7, in no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage).

16.2 The Supplier is not responsible for any defects or damages resulting from Customer's or Customer's agents or employees mishandling, abuse, misuse, accident, or Force Majeure. The Customer agrees to inform the Supplier of any Customer system change that may reasonably be expected to affect the Supplier's ability to provide the Service and shall notify the Supplier of any change to its IT configuration affecting the Services. The Supplier shall not be held responsible for the availability of telephone lines, the Internet, electricity, or servers outside its reasonable control. The Supplier provides no warranty or guarantee in relation to speed of delivery of the Service, including the speed of any restores. The speed of delivery of the Service is dependent on factors outside the control of the Supplier including inter alia the speed, functionality and condition of the Customer's IT infrastructure, the amount of data being restored and/or the bandwidth of the Customer's internet connection. Any errors caused arising from the inadequacy or defectiveness of the Customer's IT infrastructure and/or the connectivity and bandwidth of the Customer's internet connection may affect the delivery of the Service including the performance of any restores. The Supplier will notify Customer of any technical failures in respect of delivery of the Service of which it is aware and subject to the terms of the Service Level Commitments, will endeavor to work with Customer to assist with rectification of any such failures. Customer acknowledges that changes may be required to the Customer's IT infrastructure and/or to its internet connectivity including its bandwidth capacity or otherwise to improve the speed, performance and/or delivery of the Service. Customer shall be responsible for the cost of any such changes. Any administrative and technical notifications in respect of the delivery of the Service will be sent by email to the Customer.

- 16.3 Except as set forth in the Service Level Commitments, the Supplier makes no warranty that the Service will be uninterrupted, timely, secure or error free. The Supplier expressly disclaims all liability howsoever arising from any change made to the Customer's IT configuration of the Client Environment of which Customer has not notified the Supplier in writing. No statement, whether oral or written, obtained by Customer from the Supplier shall create any warranty not expressly made herein.
- 16.4 The Customer recognizes that the Internet consists of multiple participating networks that are separately owned and not subject to the Supplier's control. The Customer agrees that the Supplier shall not be liable for damages incurred or sums paid when the Service is temporarily or permanently unavailable due to malfunction of, or cessation of, internet services by networks or Internet service providers not subject to the Supplier's control, or for transmission errors in, corruption of, or the security of the Customer Data or data transmitted through the Service carried on such networks or Internet service providers. The Supplier shall have no liability hereunder for damages incurred or sums paid due to any fault of Customer or any third party, or by any harmful components (such as computer viruses, worms and computer sabotage). The Supplier is not liable for any breach of security on the Customer's network, regardless of whether any remedy provided in this Agreement fails in its essential purpose.
- 16.5 THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SUPPLIER. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17 CONFIDENTIALITY

- 17.1 "**Confidential Information**" means non-public information, technical data or know-how of a party and/or its Affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.
- 17.2 Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.
- 17.3 Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this clause 17 will survive for five (5) years after the termination or expiration of this Agreement.
- 17.4 Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

17.5 In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

18 DATA PROTECTION

18.1 The parties agree that the Customer is the Data Controller and the Supplier is the Data Processor in respect of any Personal Data.

18.2 The Supplier will:

18.2.1 take appropriate technical and organizational measures against unauthorized or unlawful processing of, and accidental loss or destruction of, or damage to, Personal Data, having regard to the state of technological development and the cost of implementing any measures, to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing, accidental loss, destruction or damage and the nature of the Personal Data;

18.2.2 only process Personal Data in accordance with instructions from the Customer and the Customer shall not provide the Supplier access to sensitive personal information that imposes specific security data security obligations for the processing of such data.; and

18.2.3 take reasonable steps to ensure the reliability of its employees who have access to the Personal Data.

19 TERMINATION

19.1 If a party:

- (a) commits a material breach of this Agreement which cannot be remedied; or
- (b) commits a material breach of this Agreement which can be remedied but fails to remedy that material breach within sixty (60) days of a written notice setting out the breach and requiring it to be remedied being given by the other party (or such longer period where agreed between the parties).

the other party may terminate this Agreement immediately by giving not less than sixty (60) days' written notice to that effect to the party in breach.

19.1.1 A breach can be remedied if the party in breach can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.

19.1.2 This clause 19.1 will not apply to any failure by the Customer to make any payment due to the Supplier under this Agreement on or before the due date. Clause 19.2 will apply instead to any such failure.

19.2 The Supplier may terminate this Agreement by giving not less than thirty (30) days' written notice to that effect to the Customer if the Customer fails to make any payment due to the Supplier under this Agreement within sixty (60) days after the relevant due date for payment.

19.3 Either party may terminate this Agreement immediately by giving written notice to that effect to the other party if the other party becomes insolvent. Each party will notify the other party immediately upon becoming insolvent.

19.4 If an application for an administration order, a notice of intention to appoint an administrator or a winding up petition is the only grounds for giving notice to terminate, that notice will be deemed to be ineffective if:

19.4.1 in the event of an application for an administration order being made, that application is withdrawn or dismissed within ten (10) Business Days of being made;

19.4.2 in the event of a notice of intention to appoint an administrator being filed, no administrator is appointed within ten (10) Business Days of the notice being filed; or

19.4.3 in the event of a winding up petition being presented, that petition is withdrawn or dismissed prior to advertisement and within ten (10) Business Days of presentation.

19.5 The Supplier's rights of termination set out in this Agreement are in addition to and not in substitution for any rights of termination which may exist at common law.

19.6 Customer may terminate Agreement for any reason, with or without cause, upon thirty (30) days written notice to Supplier.

20 CONSEQUENCES OF TERMINATION

20.1 The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

20.2 If the Supplier terminates or suspends the Service under this Agreement, Customer must pay within forty-five (45) days all Service Fees and Professional Services Fees that have accrued prior to such termination or suspension, as well as any fees that remain unpaid for the Service up to date of termination or suspension. If the Agreement is terminated by Customer for any reason permitted by the Agreement, Customer agrees that the Supplier shall be entitled to the Service Fees incurred as of the date of termination payable for the Service under the Agreement.

20.3 The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

20.4 The Customer shall not be entitled on or after the termination of this Agreement for any reason whatsoever to a rebate of any Service Fees paid in advance of their due date.

20.5 On termination of this Agreement howsoever arising the Customer will at the direction of the Supplier return to the Supplier any documents in its possession or control which contain or record any Confidential Information.

21 FORCE MAJEURE

21.1 Neither party to this Agreement will be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure, provided that it has complied and continues to comply with its obligations set out in clause 21.2. “**Force Majeure**” means in this Agreement catastrophic events of environmental and unforeseen nature. Examples defined as Force Majeure include, but are not limited to, hurricanes, tornados, earthquakes, and others of like unforeseen environmental impacts.

21.2 If a party’s performance of its obligations under this Agreement is affected by Force Majeure:

21.2.1 it will give written notice to the other party, specifying the nature and extent of the Force Majeure, within seven days of becoming aware of the Force Majeure and will at all times use all reasonable endeavors to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, to mitigate its severity, without being obliged to incur any expenditure;

21.2.2 subject to the provisions of clause 21.3, the date for performance of such obligation will be deemed suspended only for a period equal to the delay caused by such event; and

21.2.3 it will not be entitled to payment from the other party in respect of extra costs and expenses incurred by virtue of the Force Majeure.

21.3 If the Force Majeure in question continues for more than three (3) months a party may give written notice to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than fifteen (15) days and once such notice has been validly given, this Agreement will terminate on that termination date.

21.4 If the Agreement is terminated in accordance with clause 21.3, then neither party will have any liability to the other except that rights and liabilities which accrued prior to such termination will continue to exist.

22 EMPLOYEES NON-SOLICITATION

22.1 Notwithstanding any degree of supervision exercised by either party over employees of the other, in no circumstances will the relationship of employer and employee be deemed to arise between either party and an employee of the other.

- 22.2 Unless this Agreement is earlier terminated by reason of the Supplier’s Insolvency (“**Insolvency Event**”) when no such restrictions shall apply, during the term of this Agreement and for a period of six months after its termination, Customer will not and will ensure that its Affiliates will not, directly or indirectly, without the prior written consent of the other, solicit, or permit any of its group companies to solicit or entice, the employment of any person who is employed by the other party or any of its group companies and whose role either wholly or partly relates to the provision of the Service or the performance of this Agreement. For the purposes of this clause 22, “**solicit**” or “**entice**” means the soliciting or enticing of such person with a view to engaging such person as an employee, director, subcontractor, consultant or independent contractor or through a company owned by such person or his or her family but will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally.
- 22.3 In such circumstances where the Supplier suffers an Insolvency Event, nothing in this clause 22 will prohibit the Customer from soliciting or enticing or attempting to solicit or entice the employment of any of the key personnel for the duration of that Insolvency Event.

23 ASSIGNMENT

- 23.1 Either party may assign, novate or deal in any other manner with any of its rights and obligations under this Agreement, with the written consent of the other party, which consent shall not be unreasonably withheld.
- 23.2 Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

24 NOTICES

- 24.1 Notices will be in writing, in the English language, marked for the attention of the specified representative of the party to be given the notice or communication and:
- 24.1.1 sent by pre-paid first-class post to that party’s address, or
- 24.1.2 sent by e-mail to that party’s e-mail address.
- The address, e-mail address and representative for each party are set out below and may be changed by that party giving at least five (5) Business Days’ notice in accordance with this clause 24:

<p>Lee County Port Authority 11000 Terminal Access Rd. Suite 8671 Fort Myers,</p>	<p>Prime Government Solutions Inc. 3429 Derry Street Harrisburg, PA 17111 Florida 33913</p>
<p>Attention of: Information Technology Department Itrenewals@flylcpa.com</p>	<p>Attention of: PrimeGov Finance billing@primegov.com</p>

- 24.2 Any Notice given in accordance with 24.1 will be deemed to have been served:
- 24.2.1 if given as set out in clause 24.1.1 at 9.00 am on the second Business Days after the date of posting; or
- 24.2.2 if given as set out in clause 21.2.3, at the time of sending (except that if an automatic electronic notification is received by the sender within twenty-four (24) hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient or that the recipient is out of the office, that e-mail will be deemed not to have been served).

25 RELIANCE ON REPRESENTATIONS

- 25.1 The Customer acknowledges that this Agreement has not been entered into wholly or partly in reliance on, nor has the Supplier given or made, any warranty, statement, promise or representation other than as expressly set out in this Agreement.
- 25.2 Nothing in this clause 25 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

26 SET-OFF OR WITHHOLDING

All payments to be made by the Customer to the Supplier under this Agreement will (in the absence of express written agreement from the Supplier) be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature unless the Customer is required by law to make any such deduction or withholding and Customer has given prior notification to Supplier of such legal obligations on the Customer's part.

27 ENFORCEMENT BY THIRD PARTIES

The terms and conditions of this Agreement are for the sole benefit of the parties and nothing herein will be construed as giving any rights to any person or party not a party to it.

28 INVALIDITY/SEVERABILITY

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

29 VARIATION

This Agreement may only be varied or amended in writing and signed by the parties or their authorized representatives of each of the parties.

30 WAIVER

No failure or delay by the Supplier to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

31 DISPUTE RESOLUTION

31.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this clause 31.

31.2 The parties will initially seek to resolve the Dispute through discussion and negotiation in good faith between the appropriate officers of the parties. If the Dispute is not resolved, through discussion and negotiation under this section, within thirty (30) days (or such alternative time period as may be agreed between the Parties), the following procedure will apply:

31.2.1 Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) may be resolved through mediation or nonbinding arbitration. The prior agreement of both parties will be required as a condition precedent to mediation or arbitration. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect and an enforceable provision that most closely reflects the parties' intent will be substituted for the unenforceable provision. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

32.2.2 In the event informal dispute resolution is unsuccessful, the parties will have all rights and remedies available to them under Florida law.

32 GOVERNING LAW AND JURISDICTION

- 32.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the laws of the State of Florida.
- 32.2 Exclusive venue and jurisdiction for any litigation arising under this Agreement will be in the Circuit Court of Lee County, Florida.

33 MERGER AND MODIFICATION

This Agreement, including the attached documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

34 INTERLOCAL AGREEMENT

This Agreement may be extended for use by other municipalities and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the code, charter, and/or procurement rules and regulations of those respective governmental entities.

35 NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Supplier agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to non-discrimination, accessibility, and civil rights. Supplier agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Supplier shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

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

PROVIDER



Digitally signed by Sherif Agib
Date: 2021.05.28
13:15:32 -07'00'

Authorized Signature for Provider

By: Sherif Agib
Printed Name

President
Title

SCHEDULE 1 – Support Services Contract

This Support Services Contract describes the expected performance of the PrimeGov Service, the procedures for reporting an issue, and expected turnaround time on issues reported.

1. **Service Uptime Target.** PrimeGov has a target uptime of >99.95% measured on a monthly basis. This time excludes any planned maintenance that have been identified to the Customer. PrimeGov shall give a minimum of two (2) business days’ notice for planned maintenance updates. Planned maintenance will be targeted to occur between 12:00 a.m. (midnight) to 03:00 a.m. Mountain Time on Friday. Update notes are published as part of the maintenance notification, highlighting new features, improvements, and bug fixes. Maintenance time frames are subject to change by PrimeGov, and proper notification is provided to the Customer within the minimum two (2) business day period.

2. **Reporting an Issue.**
 - a. **Contact Details.** At PrimeGov, we built our support system with alerts to anticipate any service disruption so that our Customer Success team can address any technical items before they become an issue for our customers. In the case where a Customer discovers an issue, or the Service is unavailable, the Customer should notify the PrimeGov Customer Success team through one of the following channels:
 - i. Entering a ticket in the help desk system at support.primegov.com.
 - ii. E-mailing the Customer Success team directly at support@primegov.com.
 - iii. Calling the Customer Success team at 1-833-634-6349.
 - b. **Hours of Coverage.** Regular Support Services are provided between 8:00 am and 6:00 pm Mountain Time, Monday through Friday. On-call and emergency support are provided outside of regular Support Service hours online and by phone. More specifically, the hours are as follows:
 - i. **Call for phone support.** Phone support is available twenty-four (24) hours a day, seven (7) days a week by calling 1-833-634-6349.
 - ii. **Enter an issue in the help desk system.** This service is available twenty-four (24) hours a day, seven (7) days a week at support.primegov.com.
 - iii. **Email an issue to the Customer Success team.** This service is available twenty-four (24) hours a day, seven (7) days a week.
 - c. **Customer Priority Identification.** The Customer will supply their determined priority for each support item logged in accordance with the following Priority Code:

PRIORITY CODE	DESCRIPTION
P1 - Critical	The problem is impacting all Users by the Service being unavailable with no work-around available.
P2 - High	The problem is impacting a significant number of Users and is causing a significant business impact, where there is no work-around available.
P3 - Moderate	The problem is impacting a small number of Users and is causing a minor business impact or is causing a significant business impact, but there is a workaround available.
P4 - Low	Non-service affecting defect. Non-urgent or cosmetic problems, queries, causing inconvenience only.

3. **Resolving an Issue**
 - a. **Steps to Resolution.**
 - i. PrimeGov Customer Success staff will analyze the issue and revert to the Customer with an assessment of the issue.

- ii. The issue will then result in one of the following actions:
 1. The PrimeGov Customer Success staff will send a set of steps to close the issue with associated times.
 2. PrimeGov Customer Success staff will ask for more clarification/ information on the issue.
 3. PrimeGov Customer Success staff may discuss the priority of the issue.
 4. The Customer and the PrimeGov Customer Success staff will mutually agree to close or reprioritize an issue.
 - iii. If a support issue is closed because it has been successfully resolved, then PrimeGov Customer Success staff will provide a brief description of the final solution to the Customer.
- b. **Target Response Time.** PrimeGov will aim to provide the Customer with a response within a specific time limit based on the agreed Priority Code of the Support Issue (a “**Target Response Time**”). The following Target Response Times are within the hours of coverage:

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME <
P1	Critical	30 minutes
P2	High	1 hour
P3	Moderate	2 hours
P4	Low	40 hours

4. **Problem Escalation.** A Support Call’s Priority Code may be escalated by either the Customer or PrimeGov, if it is found to be more business critical than first realized or if the steps to resolve are proving unsatisfactory. In the event of escalation, the following contacts from PrimeGov should be called:

ROLE	NAME	CONTACT EMAIL
Technical Support Lead	Sydney Erickson	sydney.erickson@primegov.com
Technical Support Director	Larry Thorpe	larry.thorpe@primegov.com
President	Sherif Agib	sherif@primegov.com

5. **Minor Enhancements.** Requests by the Customer for minor enhancements or changes to the Service not relating to a defect or error inherent in the Service will be considered on a case-by-case basis and will be included under this Agreement at the sole discretion of PrimeGov if in the PrimeGov software product roadmap.
6. **Knowledge Base.** PrimeGov provides a searchable online knowledge base for questions and issue resolution is available at support.primegov.com. The documentation provided includes product updates, technical assistance, and tutorials. The content is regularly updated and expanded and each article contains links to related articles for increased navigation. The knowledge base is available on the same website as the support ticket management system for ease-of-use.
7. **Exclusions**
- a. Requests by the Customer for significant enhancements or changes to the Service not relating to a defect or error inherent in the Service will be excluded from this Agreement and will be managed separately.

- b.** PrimeGov is only obliged to provide the Support Services with respect to the then current version of the Service. If PrimeGov provides Support Services for older versions/releases, this is done without obligation on an “as-is” basis at PrimeGov’s sole discretion and without any service level applying and PrimeGov may make the provision of further Support Services for older versions of the Service subject to the payment of additional fees.
- c.** Any alteration, modification or maintenance of the Service by the Customer or any third party which has not been authorized in writing by PrimeGov.
- d.** Any failure by the Customer to implement any recommendations, solutions to faults, problems or updates previously advised or delivered by PrimeGov to the Customer.
- e.** Either Party being subject to Force Majeure.
- f.** The Customer’s failure, inability or refusal to allow PrimeGov’s personnel proper and uninterrupted access to the Service.

EXHIBIT A



RFP Submission

Lee County Port Authority

RFP 21-13CDE: Agenda Management Software and Implementation Services

Corbin Eiland, Senior Procurement Agent
Lee County Port Authority
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913

Michelle Cooper, Director of Sales
PrimeGov
4250 Drinkwater Boulevard
Suite 300
Scottsdale, AZ 85251



Project Team

PrimeGov's leadership has decades of experience in agenda management, and this is built into our culture and company procedures.



Sherif Agib
CEO (former COO)
July 2019 - Present
[LinkedIn](#)
VP of Operations at Granicus
2011 – 2015.
Over a decade of experience
working with government
professionals.



Jessica Waggoner
**Manager of Professional
Services**
April 2020 - Present
[LinkedIn](#)
Former Attendify Director
of Client Experience 2016
– 2020.



Tom Spengler
Executive Chairman
Nov 2019 - Present
[LinkedIn](#)
Member, Board of Directors at
Propylon, Ascendify, and
PrimeGov.
Granicus co-Founder and
CEO 1999 – 2014. 20+ years
of experience working with
government professionals.



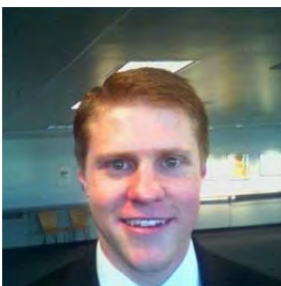
Robben Weems
Support Analyst
Dec 2019 - Present
[LinkedIn](#)
Former Granicus
Technical Support
Engineering Lead -
Legislative Cloud 2014 –
2019.



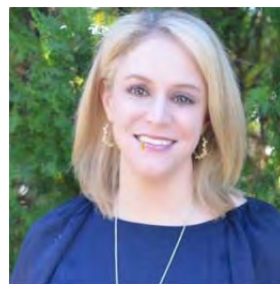
Javier Muniz
Executive Advisor
Oct 2019 - Present
[LinkedIn](#)
Member, Board of Directors
at Propylon, Ascendify, and
PrimeGov
Granicus co-Founder and
CTO 1999 – 2016.



Sydney Erickson
**Technical Support
Analyst**
July 2020 - Present
[LinkedIn](#)
Former Granicus Customer
Care Engineer and
Customer Support Lead
2017-2019.



Larry Thorpe
**QA / Customer Success
Manager**
Aug 2018 - Present
[LinkedIn](#)
Former Technical Support
Manager for Hyland Software
(Sire) 2011-2018.
9 years of experience in
government te



Michelle Cooper
Director of Sales
August 2020 – Present
[LinkedIn](#)
Former Diligent Local
Government Team Lead
2018-2020.
Over 5 years of experience
in local government tech.



Implementation Overview

At PrimeGov, we take pride in fully understanding your project before it begins. Before project initiation, we will provide the Client with a project plan and, if requested, a Scope of Work (“SOW”) document to support a clear understanding of the project. Although PrimeGov makes every attempt to provide accurate estimates, it is possible that additional Client requirements or additional details can emerge. If new requirements are discovered or additional products and/or services are required, it may change the estimated cost and timeline provided.

PrimeGov Implementation: Methods and Stages

PrimeGov’s implementation methodology framework includes planning and discovery, implementation, and project closure. The discovery period includes comprehensive review and analyses of the Client’s business processes for agenda and management. Additional discovery sessions will be held with subject matter experts to map and document workflows, forms, and documents to drive a successful Configuration period and lead into Training, Go Live, and Transition to the Support team for on-going, long-term support.



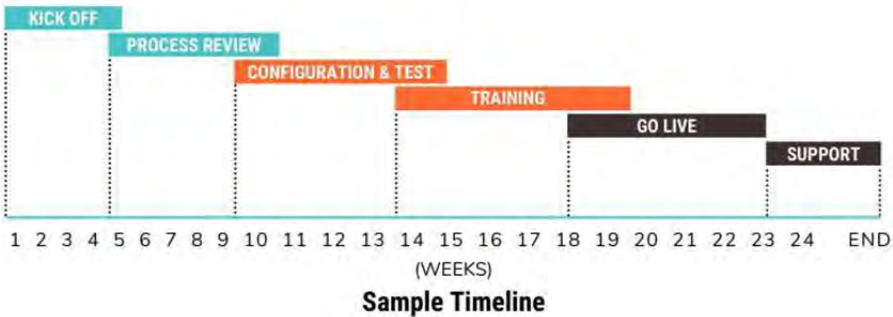
The project will consist of three distinct stages:

1. Planning & Discovery
 - Kick Off
 - Process Review
2. Implementation
 - Configuration & Test
 - Training
3. Project Closure
 - Go Live
 - Transition to Support

Projected Timeline



The estimated project timeline is 16-24 weeks. The projected timeline can be impacted by changes to the project scope and based on commitments to the general project requirements.



Project Team

PrimeGov’s Project Team includes a dedicated Project Manager, Implementation Consultant, and Technical Lead. Throughout the project, our team’s goal is to ensure a successful, on-time Go Live of the PrimeGov system and long-term successful use. Our team brings industry best practices and product expertise to all sessions to ensure we are meeting your needs and working to simplify and improve processes, workflows, committee management, and meeting management. The PrimeGov Project Manager will be responsible for leading the project to drive dates, deliverables, and completion of the project. The PrimeGov team will partner with the assigned Client Project Manager during the entire project cycle to ensure transparency, accountability, and successful completion of the project.

User Testing

PrimeGov’s implementation includes walk-throughs and approvals of the system by the Client for each milestone ("User Acceptance Testing"). Thorough testing is required throughout the project plan prior to designated walk-throughs and approvals ("Sign-Off"). Prior to training and overall project completion, end-to-end walkthroughs of the system and approval is required during the Implementation Stage.

Testing starts with PrimeGov’s comprehensive testing of each area throughout the configuration. Once testing passes PrimeGov’s standards, the Client and PrimeGov will walk-through the area. After the walk-through, the Client’s user groups will spend time—as a group and as individuals—continuing to test all areas of the project prior to moving to the next project milestone. Issues reported are tracked and organized on a templated test case system to ensure transparency and real-time access to updates and improvements. Issues reported will be fixed and feature requests will be documented prior to sign-off.



Prior to Training, extensive end-to-end testing will be completed by the PrimeGov team. We will assign the Client project team members with user acceptance testing for final sign-off and further familiarity with the PrimeGov solution. Training materials are available at this stage to enhance the user testing experience prior to final walk-through and sign-off.

Training Plan

PrimeGov's implementation includes comprehensive training courses and written documentation that will allow the Client's users to learn at their own pace. Our software is not only easy to install, but easy to use as well. As a result, training requirements are much less intrusive and time-consuming when compared to other systems. Due to the health and safety concerns of performing onsite training during the coronavirus pandemic, all PrimeGov training will be performed remotely until PrimeGov leadership deems it safe for our team to travel and meet clients onsite. All remote trainings are recorded and provided to the client at no additional fee. This allows users to review the material at their own pace and on their own time.

As part of system set-up, PrimeGov offers live training sessions through Zoom. The PrimeGov training package includes up to 15 hours of live training. Our recommended training schedule is a total of 12.5 hours over a four-day period and is organized to train three user groups: System Admins, Clerks/Staff and Council Members.

We also include an additional 2.5 hours that can be used for any additional training needs as determined by the project team. Training hours are valid during the training stage of implementation and expire two weeks after your first live meeting with PrimeGov.

The table in this document summarizes the recommended training schedule including audiences, length, and descriptions for each session. This training package is included in the PrimeGov system set-up fee. In addition to live training, the Client will also have 24/7 access to PDF and video resources in our support knowledgebase.

System Administration Training

We recommend that at least two individuals be trained on system administration. One would be the primary system administrator and the other would be the secondary or backup administrator.

Training really starts during the installation process. PrimeGov project team members frequently discuss and include system administrators, so they become familiar with all aspects of the system. Then, several days of formal training take place.

The training will train participants on troubleshooting the software and provide answers for specific needs or questions.



User Training

User training takes place after installation is complete. This is important because trainings utilize the newly installed system. Users can immediately begin using the software upon completion of the end-user training.

Instructional Methods

Training is entirely hands-on and designed to appeal to different user types, learners, and skill levels. Our basic training model consists of these four parts:

- Explain: The instructor offers students an explanation of the concept and its possible applications
- Demonstrate: The instructor shows students exactly how to perform the operation or how the concept works
- Practice: The students practice the concept using the software
- Evaluate: The instructor and students review the concept and practice performance. This gives students a chance to ask questions and give input

Ongoing Training Opportunities

There are multiple training options available after the initial implementation of your solution has completed. They include onsite training (when permitted), online “webinar” training, training videos, and written documentation. Clients also have access to our searchable online knowledgebase, which is constantly updated and expanded and includes how-to videos, helpful articles, release notes, and much more.

Live Training Notes

- Trainings are delivered virtually through Zoom and range between 60-120 minutes per session.
- Trainings are recorded for future reference and links to recordings will be provided.
- We recommend users be logged into their PrimeGov accounts to follow along with trainings.
- We recommend System Admins attend all trainings.
- The training schedule outlined below is flexible and can be revised if that is determined to be desirable and/or necessary by the project managers for Client and PrimeGov.

Training Requirements by Audience

- System Admins: 12.5 hours of training sessions. We recommend Admins attend all sessions.
- Clerks/Staff: 8 hours of training sessions.



Council/Committee Members: One 60-minute training session. Members need their tablet or laptop devices typically used for voting and viewing in documents with them at these trainings.

Training Breakdown

Training Day	Audience(s)	Training Session	Length	Description
1	- System Admins	System Management: Session 1	90 mins	This is the first of two sessions for system administrators only. This training will dive into the Admin area in the PrimeGov system and cover "maintenance" or "system upkeep" responsibilities like updating positions/user access/meeting roles/etc.
		System Management: Session 2	60 mins	This is the second of two sessions for system administrators only. This training will continue from the first admin session.]
2	- Clerks/Staff - System Admins	Building an Agenda: Submitting Items and Managing Task Lists	90 mins	This session will cover all areas of building an agenda before the meeting. We'll start with submitting an agenda item through a form all the way through managing tasks and moving items through the workflow to ultimately make it onto the agenda.
		Finalizing an Agenda and the Live Meeting	90 mins	This session will cover all areas of finalizing and compiling agendas to the public before a meeting. We'll also dive into a live meeting covering your steps right before 'go-live' and during the meeting actions. Come ready to participate and get familiar with the live meeting system.
		Post Meeting Processes	60 mins	This session will cover post-meeting responsibilities. Topics like post-meeting clean up, time stamping videos and compiling Minutes and Packets to publish publicly will all be covered during this session.
Training Day	Audience	Training Session	Length	Description
3	- Clerks/Staff - System Admins	Mock (short) Live Meeting #1	120 mins	This will be the first of two practice walkthroughs of a live meeting. This is interactive mimicking the behaviors and actions of a meeting like activating items, roll call, minutes and motions, etc. Includes Q/A session.
4	- Council Members <small>*council members attend only 1 session.</small> - System Admins	Council/Committee Member Training (Group #1)	60 mins	This session is for the first group of council and committee members. We will show council members and committee members how to use the PrimeGov system for their meeting participation. We'll cover viewing agenda details along with voting and using Zoom, if you're virtual. Voting devices are required for this session for each member. Each member should attend only one of the council member and committee member trainings. There should be no majority of council members present.
		Council/Committee Member Training (Group #2)	60 mins	This session is for the second group of council and committee members. We will cover the same details as with the first group.
	- Clerks/Staff - System Admins	Mock (short) Live Meeting #2	120 mins	This will be the second of two practice walkthroughs of a live meeting.
Misc.	TBD	TBD	150 mins	This is a 2.5-hour bucket of optional training sessions to be used at the discretion of the project team.



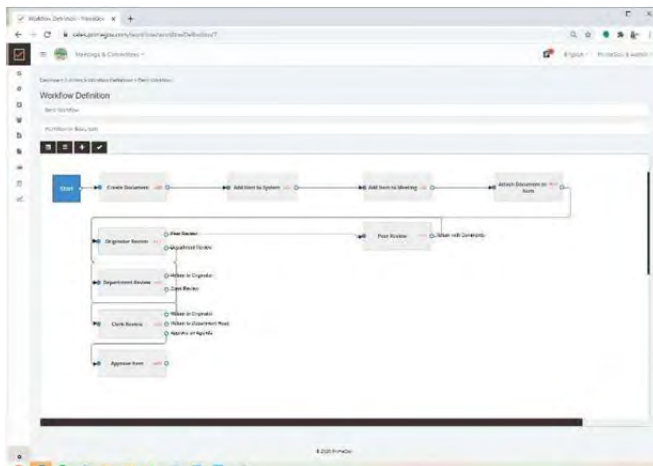
Mobile Compatibility

As a completely web-based solution, anyone with permissions can view and access the agendas, minutes, and supporting documents from any device that has a web browser. The solution has been designed with mobile-first technology so that the product displays and scales appropriately depending on the device the user is viewing it on.

Proposed PrimeGov Solution Overview

Agenda Automation

Manage the entire agenda process from submitting an agenda item for a meeting to making sure that the item has all the necessary supporting materials to be heard. Agenda items can have any information tracked that is pertinent to the item such as sponsor, background, speaker, recommendations, etc. All custom fields can be tracked for reporting purposes. All agenda items can also be moved or copied to another meeting with a full legislative history available. As items are moved, copied or arranged within the meetings the numbering and formatting of the item is automatically adjusted. This makes last minute changes simple to handle.



As part of Agenda Automation, PrimeGov includes electronic forms and our Workflow module. Using this automation, the Client can add an agenda item and send it through an approval process. This automation provides an efficient and trackable way of making sure that an item is properly reviewed and ready to be presented at a meeting.

There is no limit to the number of agenda templates that can be created in the solution. Multiple templates can even be created for individual meeting types. For example, there could be a regular meeting and a closed session meeting for the same body. The Client has complete control of the templates, and how they are formatted.

Documents that are added to an item either directly or through workflow can be in any format and will have OCR performed on them so they can be searched easily. They will also be converted to PDF. There are no proprietary file formats used in the solution.

Once an agenda and all its supporting materials have been added to the system the Client can compile them into a packet with the click of a button. That packet as well as the agenda can be published to the Client website with another click of a button.



Key Module: Workflow

The PrimeGov Workflow module allows for the automation of virtually any business process. This means that not only can it be used to track and manage the submission of agenda items, but it can also be configured to automate the processes surrounding meeting such as: scheduling, notifications, agenda review, agenda distribution, citizen input, meeting actions, and staff follow up after the meeting.

Included Features:

- Automatic initiation of workflow when an action request is submitted electronically
- Easy document routing for review and approval
- Automatic notification via email or workflow queue
- Parallel work process
- User friendly administration
- Unlimited workflows can be created
- Reporting
- Real-time monitoring of flows to show where action requests are in the process
- Deadlines can be set for tasks to be completed

The screenshot displays the PrimeGov Workflow module interface. The browser address bar shows 'staging.primegov.com/tasks'. The user is logged in as 'Nici Sullivan'. The page title is 'Meetings & Committees'. The main content area is titled 'My Active Tasks' and includes tabs for 'New Tasks', 'All Tasks', 'Active', and 'Completed'. There are also checkboxes for 'My Tasks' and 'My Delegated Tasks'. A 'View Workflows' button is visible. Below this is a 'TASKS' section with an 'Apply Signature' button. The main task list is titled 'Test Peer Review Routing' and includes a search bar. The table below shows one task entry:

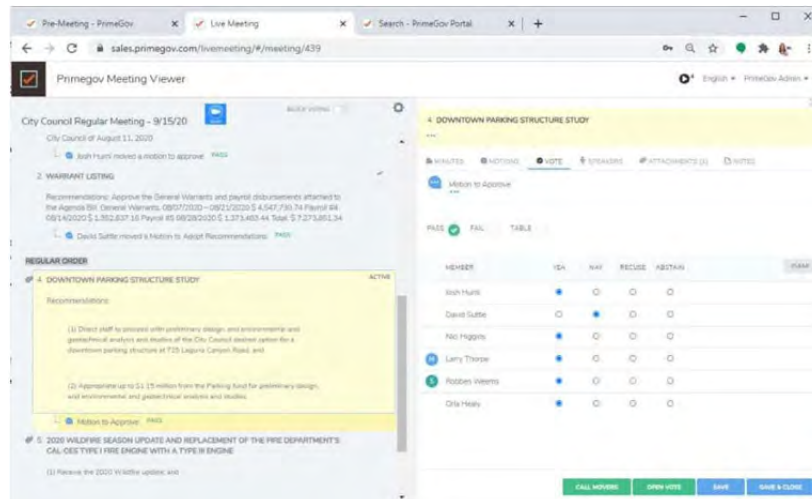
Tracking Number	Subject	Staff Rec	Task Name	Assigned To	Created	Options
20-4704	Recommendation to approve the designation of allocated space in City Park for development of a playground/youth play space	Staff recommend that the City Council adopt the proposal	Originator	Nici Sullivan	09/09/2020 1:21 AM	[Icons]

Showing 1 to 1 of 1 Entries. Navigation buttons: Previous, Next.



Key Module: Meeting Viewer and Annotations

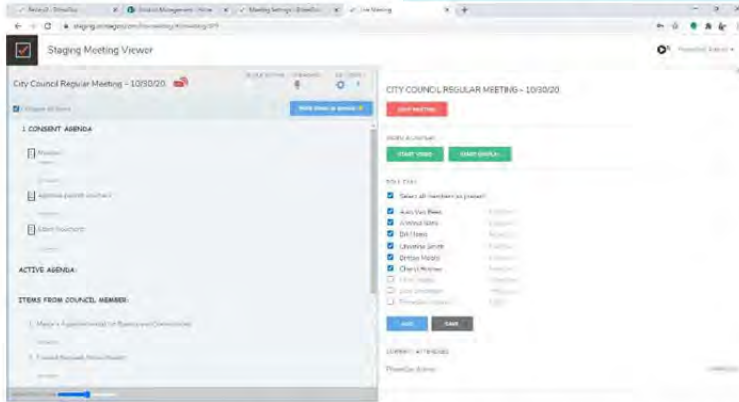
The PrimeGov Meeting Viewer is provided with the solution. Meeting Viewer allows users to view different document types without having to have the native application on their device. It also allows users to annotate their copy of the agenda and supporting



materials. Some of the annotations included are notes, highlighting, redaction, signatures, and more. When a user annotates their copy of the agenda, they will have their annotations on the agenda when they log in for the meeting. Because the PrimeGov solution is 100% web-based and has been designed with mobile-first technology, users can access the system from any device that has a web browser.

Meeting Management

During a meeting, all roll calls, motions, votes, minutes, notes, actions, and video streaming can be performed with ease. The PrimeGov real-time meeting management tools provide a single interface that allows all aspects of the meeting to be managed, often by a single user. Alternatively, the system allows members of the board to record their own votes using their web-enabled device. The real-time meeting tools also provide options for citizen engagement: Information about the current item, speakers, motion information, and votes can be displayed in the meeting or online via the public portal in real-time.



Citizens can also participate in conversations with other citizens and leave comments about the meeting as it progresses via the public portal. All the comments, conversations, and information about the meeting and specific agenda items can be archived and stored or made available to the public post meeting as part of the meeting page or

legislative history if the Client chooses to do so. In addition, a Speaker Management system is built in that allows for speakers to sign up for a topic they want to address the board about. Once they begin speaking a user can start the timer, so they know when their time is up.

Key Feature: Speaker Management

A speaker management interface is included as part of Meeting Management and includes a timer that can be displayed in chambers. Speaker Management can be configured in a couple different ways. Members of the public that would like to speak on a particular item can either sign up online, and be automatically added in the system, or can be manually added by the clerk or other user that is managing the meeting in the system. How they are placed in the system is completely up to the Client. Once it is time for the speaker to start talking the clerk or other user can start the timer. Additional time can be added if needed.

Optional Feature: Member Voting



The Meeting Management interface called Meeting Viewer also provides a means for the members to record their vote during a meeting and offers the ability to communicate the voting process of agenda items to the public. This solution allows voting members

and support personnel the opportunity to electronically view items and supporting documentation on the agenda and to electronically cast votes on motions.

The Voting solution provides an automated and effective approach to recording the events of the meeting to make it easy for the supporting personnel to follow along and manage the meeting as it is in session.



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.

The PrimeGov Legislative Management platform is a single, hosted solution that we can partition into separate modules when clients are looking to start with specific functions only. Should you decide to add services in the future you never have to worry about integration or data migration issues because all modules share the same database. The pricing is based on population and there are no limits to the number of users, committees, or amount of data uploaded to the solution.

This proposal includes:

- Agenda Automation
- Meeting Management
- Meeting Management: Member Voting



Solution	Investment
PrimeGov Suite(s)	
Agenda Automation	\$9,000
Meeting Management	\$8,000
• Member Voting	\$4,000
Video Streaming	Not Included
• Live Closed Captioning	Not Included
Committee Management (Optional, \$5,000)	Not Included
Community Engagement (Optional, \$3,000)	Not Included
Annual Cost	\$21,000.00
Data Conversion Up to 2 years of content	Included
Additional Data Conversion	Included
Standard Implementation	Included
One-time Cost	\$0
Total First Year Cost	\$21,000.00
Subsequent Years	\$21,000.00 + 3% Annual Increase
Total Second Year Cost	\$21,630.00
Total Third Year Cost	\$22,278.00
Total Fourth Year Cost	\$22,946.00
Total Fifth Year Cost	\$23,634.00
Total Contract	\$111,488.00

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "First Amendment to Lease of Hangars at Page Field" with Paragon Airplane Leasing Co.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: 10 years, plus two potential options to extend for an additional 5 years each.</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides a temporary reduction in rent during Lessee's remodeling of Hangar B.</p> | <p>5. CATEGORY: 5.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/15/2021</p> <p>7. BoPC MEETING DATE: 6/24/2021</p> |
|---|--|

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

10. BACKGROUND:

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

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

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

On November 5, 2020, the Board approved a "Termination of Existing Leases and New Lease of Hangars At Page Field" (herein the "New Lease") with Paragon Michigan and Paragon Airplane Leasing Co., incorporated in Florida ("Paragon"). The New Lease terminated Paragon Michigan's 2018 Lease and GAC Lease, and replaced it with a new lease of Hangars B and D to Paragon, effective December 1, 2020. The New Lease initially covered only Parcel A (which includes Hangar B). Parcel B (including Hangar D) was to be added at a time when Paragon chose, but no later than 12-1-22. Paragon added Parcel B to its lease effective February 9, 2021 (i.e. the "Expansion Date"), and has begun remodeling Hangar B as provided in the lease.

Many of the Authority's leases have provided for a reduced rent (often referred to as Construction Period Rent) during some initial period, when the tenant has major improvements to construct. This lease did not originally provide for that. Paragon has subsequently requested a temporary reduction in its rent during its remodeling of Hangar B. This proposed first amendment will provide Paragon with a temporary rent reduction of \$1,500.00 per month, which will apply retroactively to the Expansion Date (February 9, 2021) and continue until the earlier of: (a) the issuance of a temporary or permanent certificate of occupancy for Hangar B; or (b) December 31, 2021. Thereafter, the monthly rent

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. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

Background (continued)

will increase back to the full amount.

Attachments:

1. Contract Summary
2. Proposed Amendment

Lease Summary
(Including effects of proposed First Amendment)

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

Leased Premises: Initial leased premises is approximately 33,146 square feet at Page Field, including Hangar B, located at 511 Danley Drive. Upon the "Expansion Date" an additional parcel of land containing approximately 1.44 acres, including Hangar D, located at 531 Danley Drive, will be added to the leased premises. *[Expansion Date is February 9, 2021]*

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

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

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

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

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

[Effective February 9, 2021, the monthly Base Rent then in effect shall be reduced by the amount of \$1,500.00 per month until the earlier of: (a) the issuance of a temporary or permanent certificate of occupancy for Hangar B; or (b) December 31, 2021.]

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

Security/Perf. Guaranty: \$11,300.00

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

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

FIRST AMENDMENT TO
LEASE OF HANGARS
AT PAGE FIELD

THIS AMENDMENT is made and entered into this 4 day of June, 2021, by and between **LEE COUNTY PORT AUTHORITY**, a special district of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and, **PARAGON AIRPLANE LEASING CO.**, a Florida corporation, with offices at 511 Danley Drive, Fort Myers, Florida 33907 (herein referred to as "Lessee").

Background

The Authority and Lessee entered into a lease agreement entitled "Termination of Existing Leases and New Lease of Hangars at Page Field" dated November 5, 2020 (herein the "Lease"). The parties desire to amend the Lease to adjust the monthly rent due for and during a certain part of 2021.

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

1. **EXPANSION DATE**. Pursuant to Section 1.2 of the Lease, Lessee exercised its option to add Parcel B effective February 9, 2021. Accordingly, the "Expansion Date" was February 9, 2021.

2. **TEMPORARY RENT REDUCTION**

Section 3.5 of the Lease (entitled "Rent adjustment upon Expansion Date") shall be amended such that Lessee's monthly Base Rent will be temporarily reduced by \$1,500.00 (i.e. from

\$13,660.00 to \$12,160.00), beginning retroactive to February 9, 2021, and continuing until the earlier of:

(a) the issuance of a temporary or permanent certificate of occupancy for Hangar B; or

(b) December 31, 2021.

Thereafter, the monthly Base Rent will be increased by \$1,500.00 (i.e. back to \$13,660.00). Effective on the beginning of Lease Year 2 (i.e. February 9, 2022), the monthly Base Rent will increase to \$13,849.93, and, for the remainder of the term (including any optional extensions as provided in Sections 2.2 and 2.3) the monthly rent will follow the schedule set forth in Section 3.5, with the monthly rent set forth for Lease Year 10 to remain in effect through Lease Year 10 and thereafter for the remainder of the lease term (subject however to CPI adjustments, pursuant to Section 3.2, beginning effective March 1, 2034, if Lessee exercises its first option to extend pursuant to Section 2.2).

3. **NO OTHER CHANGES**

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



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

PARAGON AIRPLANE LEASING CO.
(Lessee)

By: 

Print Name: CHRISTOPHER SCHOENSEE

Title: President

Date: 6/4/2021

LEE COUNTY PORT AUTHORITY

ATTEST:
LINDA DOGETT, CLERK

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

By: _____
Deputy Clerk

Date: _____

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

By: _____
Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve an interlocal agreement between Lee County and the Lee County Airports Fire District</p> <p>2. FUNDING SOURCE: Fund 63557</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Allows the Airport access to the fire impact fund to spend monies toward approved fire rescue purchases.</p>	<p>5. CATEGORY: 6. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/15/2021</p> <p>7. BoPC MEETING DATE: 6/24/2021</p>
--	--

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

10. BACKGROUND:

Lee County adopted the Lee County Airport Fire District as a component unit of the Lee County Land Development Code (LDC). Fire impact fees imposed by the LDC have been collected over the years for land development in the airport fire district area. In order for the Airport to have access to the monies, an interlocal agreement (ILA) must be approved by the Board of Port Commissioners. Per the LDC, funds collected from these fire impact fees "must be used for the purpose of capital improvements to and expansion of fire protection"

Attachment:
Interlocal 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. Crank</i>	<i>Benjamin R. Siegel</i>

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
--	---

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made this _____ day of _____, 2021, by and between LEE COUNTY, a political subdivision of the State of Florida (the “County”) and the LEE COUNTY AIRPORTS FIRE DISTRICT (the “District”) (collectively the “Parties”).

WHEREAS, the County has adopted the Lee County Fire and EMS Impact Fee component of the Lee County Land Development Code (“LDC”); and

WHEREAS, the fire impact fees imposed under the LDC have been and will be collected for land development that occurs in the District’s service area, as defined in the LDC; and

WHEREAS, the County will collect fire impact fees to be spent by the District for the purposes described in the LDC; and

WHEREAS, the County and the District desire to delineate their respective rights and obligations under the LDC, as set forth below:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. This Agreement is made pursuant to Florida Statutes Section 163.01, the Florida Interlocal Cooperation Act of 1969.

2. The fire impact fees imposed by the LDC in the District’s service area, as defined in the LDC, will be collected by the County before the County will issue any building permit, mobile home move-on permit or recreational vehicle development order, as these terms are defined in the LDC.

3. Pursuant to the LDC, the County may charge an administrative fee up to three percent (3%) of the amount of the fire impact fees collected. This fee is in addition

to the fire impact fees collected, and the County will retain all such fees charged to cover its costs in collecting the fire impact fees and administering the impact fee program for the District.

4. Impact fees collected pursuant to the LDC will be remitted quarterly to the District on the 15th day of January, April, July and October of each year, or, if the 15th falls on a weekend or holiday, on the next business day thereafter. Impact fees must be spent for the purposes prescribed in the LDC, subject to the restrictions set forth below.

5. The District may not spend fire impact fees until and unless it has informed the Lee County Board of County Commissioners, in writing, of the specific project, amount and timing of a proposed fire impact fee expenditure, at least thirty (30) days prior to making the expenditure. Copies of this notice must be provided to the offices of the Lee County Attorney and Lee County Port Authority Attorney.

6. Determination of the amount of credits that may be created pursuant to the LDC will be done by the County, consistent with the procedures established in the LDC.

7. Determination of whether a requested permit is exempt from the impact fee requirements of the LDC will be done by the County, consistent with the categories established in the LDC.

8. Determination of whether a refund is owed pursuant to the LDC will be made by the County, consistent with the provisions of the LDC. Refunds will be paid by the County, but will be charged back against the District and collected by deducting the appropriate amount from the County's next payment of net impact fee collections due

the District. If net collections are not sufficient to permit this, then the District must pay the difference owed to the County upon demand.

9. The District is bound by the interpretations of the LDC that are established under the appeal provisions, Section 2-396 of the LDC. If an administrative appeal decision is appealed to the Circuit Court, the appeal will be defended by the County, at its expense, unless the District elects to provide defense of the case itself.

10. The County will provide assistance to the District in establishing the administrative procedures and record keeping procedures necessary to implement the applicable LDC provisions.

11. The County will maintain all records of impact fees collected by reference to the feepayer's name and address, the amount paid, in cash and by use of credits, and the specific permit for which the fee was collected. Similar records will be maintained for exemptions from the LDC.

12. The District will maintain records of all impact fees spent by reference to payee's name and address, the specific amount paid and the capital improvement acquired. At least once each year, the District will provide the County with a written summary of all these expenditures.

13. Each party must provide the other, or any auditing or accounting firm acting as agent for the other, with access to the records described above, upon request during normal business hours, and reasonable assistance with respect to locating, interpreting and copying such records.

14. The District must notify the County in writing whenever the District's service area, as defined in Chapter 2 of the LDC, changes. No later than thirty (30) days

after receipt of written notification, which must be accompanied by the appropriate documentation necessary to support the District's position, the County will begin collecting fire impact fees under the LDC in the areas added to the District's service area. If the District's service area is reduced by annexation, the County will cease collecting fire impact fees for the District in the annexed area, but net fees collected by the County prior to this annexation will remain in the Impact Fee Trust Funds for which they were collected.

15. The County will hold the District harmless if any suit or legal action is brought to contest the validity of the LDC. The County will provide any legal defense necessary to address the action against the LDC at no cost to the District. Subject to the exception set forth in the following sentence, if any Court orders payment of damages or a refund of any impact fee, or should any payment of damages or refund be agreed to by settlement, the damages or refund will be paid solely by the County. However, if the suit or claim is the result of bad data given by the District to the County and used by the County in the preparation of the LDC; the result of a violation of the LDC by the District; or, if the damages or refunds paid were for fees collected or permits denied in areas served by, but lying outside of, the District, and the special laws creating and regulating the District are determined not to permit the application of the LDC in these areas, then the District will be responsible for paying the damages or refunds. If the bad data, violation or lack of authority is alleged by either the plaintiff or the County, the District will be given an opportunity to join in the legal proceedings. In no case may the County consent to a finding of District liability to pay damages or a refund; provided, however, that, subject to the provisions set forth below, the District hereby agrees to indemnify

the County for any judgments entered against the County for bad data given by the District to the County, impact fee expenditures improperly made by the District, or for impact fees collected or permits denied by the County for, but outside of, the District in violation of the special laws creating or regulating the District; and the District hereby authorizes the County to file any and all legal or equitable proceedings necessary to secure payment of this indemnity.

16. The indemnification provisions set forth above will not apply with respect to expenditures made by the District if the impact fee expenditure in question was first acknowledged in writing by the County Attorney to be, in his opinion, a proper use of impact fees based upon a complete and accurate disclosure of the facts.

17. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties hereto.

18. This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of Lee County, Florida.

19. This Agreement may be cancelled by either party upon sixty (60) days' prior written notice to the other party. If this Agreement is cancelled by the District, the County's obligation to defend and hold the District harmless for acts occurring prior to the date of the notice of cancellation will cease. If this Agreement is cancelled by the County for any reason other than the District's failure to provide the notices described in paragraph 5 above or spend impact fees lawfully, the County's obligations under paragraph 15 above will continue for actions occurring prior to cancellation. If this

Agreement is cancelled by either party for any reason, the District's indemnification obligations under paragraph 15 above will remain in full force and effect.

20. This Agreement becomes effective on the _____ day of _____, 2021.

IN WITNESS WHEREOF, the Parties, by their duly authorized officials, hereby execute this Agreement.

ATTEST:
LINDA DOGGETT, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Office of the County Attorney

ATTEST:
LINDA DOGGETT, CLERK

**BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY PORT
AUTHORITY ONLY:

By: _____
Office of the County Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Approve Interlocal Agreement between the Board of County Commissioners and the Lee County Port Authority for the use of the Computer Aided Dispatching and Records Management System, and for the transfer of funds to pay for expenses associated with each entity.</p> <p>2. FUNDING SOURCE: Account VF5132541200.504110 Information Technology</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: This item approves an Interlocal Agreement with County and the Lee County Port Authority for use of the County's Computer Aided Dispatching and Records Management System.</p>	<p>5. CATEGORY: 7. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/15/2021</p> <p>7. BoPC MEETING DATE: 6/24/2021</p>
--	--

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

10. BACKGROUND:

Lee County Port Authority has a need to replace its existing Computer-Aided Dispatching and Records Management System (Pamet) due to the software reaching the end of its useful life and end of support. This interlocal agreement allows the Airport to partner with Lee County with its future CAD system Hexagon. The cooperative purchase of licensing under the County's contract has saved money and will allow for interoperability among the Port Authority Police and Aircraft Rescue and Firefighting Departments, Lee County Sheriff, EMS, and other mutual aid agencies. The one-time cost is \$222,901, and the annual software maintenance cost is \$34,214. The estimated go live date is March 2022.

Attachment: Hexagon Agreement

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. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
---	---

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made this _____ day of _____, 2021, by and between LEE COUNTY, a political subdivision of the State of Florida (the “County”) and the LEE COUNTY PORT AUTHORITY, a special district and political subdivision of the State of Florida (the “Authority”) (collectively the “Parties”).

WHEREAS, the County has entered into a contract with Intergraph Corporation (“Hexagon” or “HxGN”) for the Hexagon HxGN OnCall Dispatch Subsystem (“HxGN OnCall Dispatch System” or “OnCall Dispatch”) and HxGN OnCall Dispatch Records Subsystem (“OnCall Records”) (collectively, the “OnCall System”), as well as various modules included in the OnCall System; and

WHEREAS, the County has approved a change order to the Hexagon contract to extend licensing to the Authority and enable the Authority to participate in the OnCall System; and

WHEREAS, the Authority has agreed to pay its proportionate share of the costs of participation in the OnCall System; and

WHEREAS, the County and the Authority desire to delineate their respective rights and obligations relating to the Authority’s participation in the OnCall System, as set forth below:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. This Agreement is made pursuant to the Florida Interlocal Cooperation Act of 1969, section 163.01, Florida Statutes.

2. The County agrees that the Authority will have full and total access (24/7) and use of:

- a) County servers used for the Hexagon System;
- b) County database(s) used for the Hexagon System; along with data replication on the database server(s);
- c) Hexagon HxGN OnCall Dispatch Subsystem (“HxGN OnCall Dispatch System” or “OnCall Dispatch”) and HxGN OnCall Dispatch Records Subsystem (“OnCall Records”), collectively, the “OnCall System”; and all modules included in the original contract;
- d) Network connections up to the host level;
- e) All Hexagon Backups; and
- f) Configuration of the Authority’s portion of the Hexagon system.

3. The Parties agree that:

- a) Changes beyond the agency-level configuration of the software will require an adequately documented Change Control request, reviewed and approved by the County;
- b) The Authority will advise the County on Criminal Justice Information Systems compliance matters, including providing audit security practices to ensure compliance, and any other security rules or regulations applicable to the OnCall System; and
- c) Any additional access and control of the OnCall System that is not otherwise covered in this MOU will be mutually agreed to by the Parties before the OnCall system goes live.

4. The Authority agrees to reimburse the County for all costs and licensing to enable the Authority's participation in the OnCall System. Pursuant to the Hexagon contract and successive change order, the one-time licensing cost is \$222,910.00, which the Authority agrees to pay within 60 days of execution of this Agreement or final determination of costs, whichever is later.

5. Costs associated with annual maintenance for the Authority shall be remitted to the County within 60 days of an annual invoice, to be generated by the County. Pursuant to the Hexagon contract and successive change order, the Authority's share of the annual maintenance cost is \$34,244.75, and the cost shall escalate at 3 percent per year in successive years.

6. The Parties agree to revisit changes that may be required in the future to maintain or upgrade the OnCall System, as they relate to the Authority's proportionate share.

7. This Agreement embodies the whole understanding of the Parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties.

8. This Agreement may only be amended by a written document signed by both Parties and filed with the Clerk of the Circuit Court of Lee County, Florida.

9. This Agreement will be in effect upon the last signing party's signature and remain in effect until and unless either party provides ninety (90) days written notice of intent to terminate/cancel.

10. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue for any litigation that arises out of this Agreement or between the Parties whatsoever shall be in the state courts located in Lee County, Florida.

11. Notwithstanding anything to the contrary, nothing in this Agreement shall waive or limit either party's obligations and responsibilities under Florida's public records law, Chapter 119, Florida Statutes.

12. A waiver by either party of any of the terms and conditions of the Agreement will not be construed as a general waiver by such party, and such party shall be free to reinstate any such term or condition, with or without notice to the other party.

13. Subject to the limitations set forth in section 768.28, Fla. Stat., each party shall indemnify and hold harmless the other, and its employees, for and from any and all claims (direct and derivative), damages, costs, expenses, demands of whatsoever kind or nature, and causes of action, arising from or related to the respective party's performance, nonperformance, action(s), and/or failure(s) to act related to any duty or obligation imposed pursuant to this Agreement.

14. Notice to the Parties under this Agreement must be in writing, and must be sent via certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to the Authority: Lee County Port Authority
Attention: Benjamin Siegel, Executive Director
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913-8213

If to the County: Lee County Public Safety Department
Attention: Director Benjamin Abes
PO Box 398
Fort Myers, FL 33901

15. This Agreement becomes effective on the _____ day of _____, 2021.

IN WITNESS WHEREOF, the Parties have caused the execution of this Agreement by their duly authorized officials on the dates stated below.

ATTEST:
LINDA DOGGETT, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Office of the County Attorney

ATTEST:
LINDA DOGGETT, CLERK

**BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY PORT
AUTHORITY ONLY:

By: _____
Office of the Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board award RFB #21-31NJD, Purchase, Delivery and Installation of a new Bullet Trap to InVeris Training Solutions, Inc., the lowest, responsive and responsible bidder in the amount of \$125,000 and 2) authorize a Project Budget of \$140,000 and 3) authorize the Chair to execute the corresponding Service Provider Agreement.</p> <p>2. FUNDING SOURCE: VB5131541200.506410 TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Establishes an agreement to supply, deliver and install a free standing, self-supporting rubberized bullet trap for APD's gun range.</p>	<p>5. CATEGORY: 8. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/15/2021</p> <p>7. BoPC MEETING DATE: 6/24/2021</p>
---	--

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

10. BACKGROUND:

The Lee County Port Authority's Airport Police Department ceased training with lead ammunition at the gun range approximately 15 years ago, primarily due to environmental concerns associated with a lack of sufficient lead containment measures inherent in the original (1990's) bullet trap's design. As a result, police officers have been using more expensive ceramic, frangible ammunition at the range. The Airport Police Department seeks to replace the aging bullet trap with one that allows for the use and reclamation of lead rounds, which effectively mitigates the environmental concerns of training with lead rounds inside the range and reduces the costs of ammunition. The requested bullet trap is designed to effectively contain the lead with a rubber entrapment system and will be installed under the recently constructed roof which protects the trap from the elements.

On March 9, 2021, Lee County Port Authority advertised Request for Bid (RFB) 21-31NJD for a Bullet Trap for Southwest Florida International Airport, which includes the purchase, delivery, and installation of a free standing, self-supporting, rubberized bullet trap for the Lee County Port Authority's Airport Police Department. The RFB was broadcast through the Lee County Port Authority's website, Airport Minority Airport Council, News-Press, and vendors registered in LCPA's electronic bidding system, IonWave. On April 6, 2021, two bids were received from InVeris Training Solutions, Inc. and Patriot Products, LLC.

Staff recommends award to InVeris Training Solutions, Inc. who successfully met all bid requirements as the lowest, most responsive and responsible bidder in the amount of \$125,000 for the purchase, delivery and installation of a

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. Crank</i>	<i>Benjamin R. Siegel</i>

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
--	---

Background (continued)

free-standing, self-supporting, rubberized bullet trap per the terms and conditions of the service provider agreement. A \$15,000 project contingency is also requested to be administered by the Executive Director, or designee, to allow for incidental minor changes in the work, unexpected delays due to no fault of the installer, unforeseen site conditions. etc. Contingency dollars will only be expended if needed.

Attachment:

1. Bid Tabulation Sheet
2. Master RFB 21-31NJB
3. Winning Proposal
4. Service Provider Agreement



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

Receiving and Opening Record

Bid Number: 21-31NJD

Bid Title: Purchase, Delivery and Installation of Bullet Trap

Opening Date: April 6, 2021

Opening Time: 2:00 p.m.

Opened By: Nick Diaz, Sr. Procurement Agent

Witnessed By: Melissa Wendel, Procurement Manager

	BIDDER	COST
1	InVeris Training Solutions Inc.	\$125,000
2	Patriot Products, LLC.	\$325,475
3		
4		
5		
6		
7		
8		
9		
10		



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

REQUEST FOR BIDS (RFB) 21-31NJD

FOR

**PURCHASE & DELIVERY OF A BULLET TRAP
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
(REBID of RFQ 20-17LKD)**

DATED: 3/9/2021

PURCHASING OFFICE DESIGNATED CONTACT

Nick Diaz, Senior Procurement Agent
Telephone: (239) 590-4556
E-mail: njdiaz@flynycpa.com

NON-MANDATORY PRE-BID MEETING:

Tuesday, March 16, 2021 10:00 a.m. local time at the
Airport Training & Conference Center
15924 Air Cargo Lane, Ft. Myers, FL 33913

A site visit will immediately follow the pre-bid meeting

INQUIRIES & CLARIFICATION REQUESTS DEADLINE:

Monday, March 22, 2021 by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION DUE DATE AND TIME:

Wednesday, March 31, 2021 prior to 2:00 p.m. local time

The opening of bids may be viewed through Google Meets

Remote Meeting ID: meet.google.com/wrx-iccg-abs

Phone Number: (US) +1 337-541-1943 | PIN: 365 268 307#

NOTICE OF COMPETITIVE OPPORTUNITY

The Lee County Port Authority (hereafter referred to as the "Authority") invites the submission of electronic bids from all interested and qualified corporations, partnerships and other legal entities authorized to do business in the state of Florida to compete for the opportunity to supply, deliver, and install a free standing, self-supporting rubberized bullet trap, as specified in this Request for Bids (RFB). The successful Bidder is required to support and conduct the installation of the bullet trap. Solicitation documents may be accessed at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the Purchasing Office.

PRE-BID MEETING

A non-mandatory pre-bid meeting has been scheduled and will be held at the Lee County Port Authority Training & Conference Center, 15924 Air Cargo Lane, Fort Myers, FL 33913. A site visit will be conducted immediately following the pre-bid meeting.

The purpose of the pre-bid meeting will be to discuss the requirements and objectives of this Request for Bids. A site visit will immediately follow in order to view the project area and the existing bullet trap. At the pre-bid 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 Bids is issued by the Purchasing Office.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

Inquiries or requests for clarifications of any information contained in this RFB must be received no later than the time and date indicated on the cover page. All inquiries, suggestions or requests pertaining to this RFB 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 Bidders, while ensuring an expeditious selection process.

PUBLIC RECEIVING AND OPENING OF BIDS

The Authority is accepting bids submitted electronically in IonWave until Wednesday, March 31, 2021, before 2:00 p.m., local time. Bids sent in any manner other than electronically to IonWave will not be accepted. **Hard copies, faxed bids and electronically submitted bids sent directly to the Authority will not be accepted.**

The public is welcome to view the bid opening remotely through Google Meets using the link indicated on the cover page of the RFB.

Bids must be submitted prior to the deadline for submission of bids. Bidders are responsible for taking all necessary steps to ensure that bids are received by the due date and time. The Authority is not responsible for technology problems or any other issues that cause the deadline for receipt of bids to be missed.

Nick Diaz, Senior Procurement Agent
 Phone: (239) 590-4556 | Email: njdiaz@flylcpa.com

Lee County Port Authority
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913-8899

PART A
INSTRUCTIONS FOR BIDDERS

The Lee County Port Authority (Authority) invites the submission of bids from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated expertise in providing the services as described in this Request for Bids (RFB). Bidders must meet the minimum qualifications stated herein and comply with the Instructions for Bidders contained in this Part A. The Authority specifically reserves the right to reject any or all bids, to waive technicalities, to make inquiries, and to request additional information from all Bidders, and to select the bid which is, in the Authority's sole discretion, judged to be in the best interest of the Authority.

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

Bids submitted in response to this RFB will be electronically unsealed and read publicly after the time specified for receipt of bids stated in this RFB. The Authority reserves the right to extend this date and time for opening 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 opening of bids remotely through electronic means by using the link to the Google Meets that is provided on the cover page of this RFB.

A.02 ELECTRONIC SUBMISSION OF BIDS

The Authority is accepting electronic bids in IonWave at <https://flylcpa.ionwave.net/Login.aspx>. Submission of bids prior to the deadline is solely and strictly the responsibility of the Bidder. It is the responsibility of the Bidder to take all necessary steps to ensure its bid is received by the due date and time. The Authority Purchasing Office will not be responsible for delays caused by technological issues that may occur or for any other reason. The Bidder is hereby directed to cause submission of its bid prior to the bid opening time. Hard copy or bids sent electronically and directly to the Authority will not be accepted. Faxed bids will not be accepted. Companies must register with IonWave to participate in any Lee County Port Authority solicitation.

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 QUESTION AND CLARAFICATION PERIOD

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

Each Bidder must examine all RFB solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFB documents must be made in writing and sent to the designated Purchasing Agent on or before the deadline for questions and clarification requests. All questions received and responses given will be provided in the form of a written addendum to this RFB. The Authority will not respond to inquiries received after the published deadline.

A.04 ADDENDA

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.

Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others, and Bidders are not entitled to rely upon any such oral statements. 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 Bidder, prior to submitting a bid, to review IonWave to determine if addenda to the RFB were issued and, if issued, to acknowledge and incorporate same into Bidder's bid. All addenda shall become part of the bid documents as if contained in the originally issued solicitation documents.

A.05 ACCESSING SOLCITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, IonWave, to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting IonWave Technologies Vendor Support at 866-277-2645, or by registering at <https://flylcpa.ionwave.net/Login.aspx> or through the electronic link available at the Authority website www.flylcpa.com/purchasing.

A.06 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 and if a site visit is planned and if remote attendance is available. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. A Bidder's failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

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

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

A.07 COST OF PREPARATION

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

A.08 WITHDRAWAL OF BID

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

Negligence on the part of the Bidder in preparing its bid confers no right of withdrawal or modification after the date and time fixed for the public opening.

A.09 AMERICANS WITH DISABILITIES ACT NOTICE

The Authority does 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 contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

A.10 NONDISCRIMINATION

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

A.11 GENERAL CIVIL RIGHTS

The successful Bidder agrees to comply with the nondiscrimination provisions stated above in A.10 as well as other pertinent statutes, regulations, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.12 CALCULATIONS, ERRORS, OMISSIONS

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

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be completed. 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, may be considered irregular. Bidders must fully comply with all requirements of this RFB in its entirety.

Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.13 DIRECT PURCHASE

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

A.14 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

A.15 PUBLIC RECORDS AND DISCLOSURE

Bids and related information and materials received by the Authority are public records under Florida law, and will be subject to public inspection upon the issuance of the Authority's notice of intended decision, 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. If the Authority rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until the Authority provides notice of intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A bid is not exempt for longer than twelve months after the notice of rejection of all bids.

Pursuant to Florida Statute, Section 119.0701, to the extent a successful Bidder is performing services on behalf of the Authority, successful Bidder 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. The Bidder 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 Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the successful Bidder does not transfer the records to the Authority.

Upon completion of the Agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Bidder transfers all public records to the Authority at the completion of the Agreement, the successful Bidder must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Bidder keeps any public records, it must meet

all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

In accordance with Florida Statutes sections 119.071(3) and 331.22, airport security plans or other records relating directly to the physical security or fire safety of a public facility or revealing security or fire safety systems are confidential and exempt from public disclosure. For example, photographs, maps, blueprints, drawings, and similar materials that depict critical airport operating facilities are exempt, as well as building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure, all of which are exempt from disclosure under the provisions cited in this paragraph.

To the extent the law applies to the goods or services to be acquired through this RFB, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

A.16 TRADE SECRETS

As stated above in A.15, all documents, materials, and data submitted as a part of a response to this Request for Bids are governed by the disclosure, exemption and confidentiality provisions relating to public records as outlined in the Chapter 119, Florida Statutes. Under Florida law, designation of an entire bid as “trade secret,” “proprietary” or “confidential” is not permitted and may result in a determination that the bid is nonresponsive and therefore the bid will not be evaluated or considered.

Except for material that is considered a “trade secret” as defined by Chapter 812, Florida Statutes, all documents, materials and data submitted as part of a bid in response to this RFB become the property of the Authority.

The Authority does not believe that any of the information by this RFB constitutes a trade secret under Florida law. To the extent Bidder desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, any trade secret material submitted as part of a bid must be segregated from the portions of the bid that are not declared as trade secrets. In addition the Bidder must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret and include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Bidder must provide a copy of its bid that redacts all information designated as trade secret. In conjunction with any trade secret designation, Bidder acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the trade secret claim at any time;
- 2) By submitting a bid, all Bidders 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) After notice from the Authority that a public records request has been made to inspect or copy all or any portion of Bidder’s bid, the Bidder, at its sole expense, will be responsible for defending its determination that the submitted material (or portions thereof) constitutes a trade secret under Florida law and is not subject to disclosure. Once the Authority notifies the Bidder that it has received a request to inspect or copy information that is designated a trade secret, the Bidder will take prompt action to respond to the request, but no later than 10 calendar days from the date of notification by the Authority, or Bidder will be deemed to

have waived the trade secret designation of the materials.

Bidder agrees to indemnify, hold harmless and defend the Authority and its officials, employees, agents and representatives from any losses, claims, actions, damages (including attorney's fees and costs) and amounts arising or incurred by the Authority from or related to the designation of trade secrets by the Bidder, including but not limited to actions or claims arising from Authority's nondisclosure of the trade secret materials.

A.17 TAX EXEMPT

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

A.18 RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgment, and 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. The Authority reserves the right to take such actions as it deems necessary in the best interests of the organization.

A.19 AUTOMATIC DISQUALIFICATION

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

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

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

A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 F.S.; or if Bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

A.21 NO LOBBYING

All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, agents, or other representatives 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 intending to submit or have submitted a bid for this project. All Bidders, subcontractors, and any agents must submit individual affidavits with their submissions 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 PROHIBITION WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.22 LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and 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.23 RIGHT TO PROTEST

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

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available at www.flylcpa.com. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.24 FINANCIAL RESPONSIBILITY

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

A.25 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

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

A.26 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

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

A.27 ESTIMATED QUANTITIES

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

A.28 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.

A.29 UNBALANCED BIDS

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

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

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the

Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

A.30 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 presumptively front loaded bids where the Bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.31 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, 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 on a contract; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

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

A.32 BID EVALUATION

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

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 any agreement resulting from this RFB 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.

The recommendation for award of the agreement will be forwarded to the Airports Special Management Committee for review, and then to the Authority Board of Port Commissioners for decision.

A.33 EXECUTION OF AGREEMENT

The successful Bidder will be required to execute and return a service provider or other suitable 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 agreement within ten (10) calendar days from the date the notice of intent to award is announced shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the agreement properly 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 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 and conditions of the agreement.

Until approval and final execution of the agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise, in the Authority's sole judgment and discretion.

A.34 PAYMENT

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

A.35 E-VERIFY

In accordance with section 448.095(2), Florida Statutes, 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. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Furthermore, the 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 is it contracting has knowingly violated section 448.09(1), Florida Statutes (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), the successful Bidder shall terminate the contract with the subcontractor. Failure to do so will result in termination of the agreement by the Authority.

If the Authority develops a good faith belief that the successful Bidder has knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes (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) the Authority shall terminate this agreement. Pursuant to section 448.095(2)(c)(3), Florida Statutes, termination of the agreement by the Authority, under the above circumstances is not a breach of contract and may not be considered as such.

[END OF PART A]

PART B
SPECIAL INSTRUCTIONS AND REQUIREMENTS

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

B.01 MINIMUM QUALIFICATIONS

Bidders contracting in a corporate capacity must be registered with the Florida Department of State Division of Corporations as a Florida corporation or other Florida legal business entity in good standing and authorized to conduct business in the State of Florida. No documentation of registration and status is required, as the Authority will verify same with the Division of Corporations.

Further, Bidder must provide evidence that it has been in continuous operation for a minimum of two years (2) prior to the date the bid is due.

B.02 BASIS OF AWARD

The award will be made based on the lowest, responsive and responsible Bidder.

The lowest, responsible Bidder shall mean that Bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

To be responsive, a Bidder shall submit a bid which conforms in all material respects to the requirements set forth in the RFB.

To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

The Authority reserves the right to make such an investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information that the Authority deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance records.

[END OF PART B]

PART C
SPECIFICATIONS AND SCOPE

C.01 PURPOSE

The Authority seeks a qualified bidder to supply, deliver, and install a free standing, self-supporting rubberized bullet trap. The successful Bidder is required to support and conduct the installation of the bullet trap. All work described herein must be fully and properly installed in accordance with the requirements of the RFB and any agreement entered into with the Authority, and delivered to and accepted by the Authority no later than September 18, 2021.

C.02 PROJECT INFORMATION AND REQUIREMENTS

a. The successful Bidder shall design, supply, deliver, and install a rubberized bullet trap that fits within the existing structure in accordance with Part C, Specifications, and Scope, of this RFB. The bullet trap is to be installed within the shooting range building located at 15924 Air Cargo Lane, Fort Myers, FL 33913.

Photographs are provided in Part D. The successful Bidder is required to verify dimensions before proceeding and is responsible for ensuring a proper fit. A redesign of the existing knee berm is not possible.

b. The existing bullet trap and baffle will be removed by the Authority prior to the start of installation of the new bullet trap. The bullet trap is sixty (60) feet in length.

c. The trap must be capable of capturing handgun, shotgun (shot and slug included), and rifle (fully automatic and armor piercing included), jacketed, semi-jacketed and non-jacketed rounds. Includes rounds up to .308 caliber/7.62mm, including M16/.223 caliber/5.56mm rounds with velocities of 900-3600 ft/sec (274-1097 m/sec) and up to 3600 ft-lbs (4880 N-m) of energy, excluding incendiary/tracer type rounds

d. In order to fit the structure and provide effective operation, maintenance and maximum shooting area, the optimum height is nine (9) feet.

e. The positioning of the targets may be adjusted up to six (6) inches left or right, but not front to back. The targets rotate fourteen (14) inches. The target actuators are existing and can be removed for installation. The front berm and back wall cannot be adjusted.

f. It is the responsibility of each Bidder before submitting a bid to review the solicitation documents thoroughly, visit the project site to become familiar with conditions that may affect cost, progress, performance or furnishing of the work, and consider all federal, state, and/or local codes, laws or regulations that may be applicable to the work described herein. Each Bidder may, at its own expense, examine the site and obtain any additional information and data pertinent to the physical conditions at or contiguous to the site of the work that may affect Bidders cost, progress, or performance of work.

Potential Bidders are encouraged to inspect the site prior to submitting a bid. A site visit is scheduled to occur immediately following the pre-bid meeting. Alternate arrangements to inspect the site may be made by contacting the procurement agent on the cover page in advance of the time and date set for receipt of bids.

g. While onsite and after confirming the accuracy of the fit prior to installation, the successful Bidder will be required to work with the Authority to define a critical path schedule to ensure project completion no later than September 18, 2021. The installation shall be performed by the successful Bidder or an

authorized representative of the bullet trap manufacturer arranged by the successful Bidder and acting on behalf of the successful Bidder.

h. The price bid is for a turnkey project and will include all costs for design, supply, delivery, and installation of the bullet trap and costs associated with installation, oversight, and direction and training.

C.03 ASSEMBLY

Assembly is to be entirely by mechanical fasteners. Bid pricing must be all inclusive, including but not limited to all materials, installation, shipping, training, and incidentals necessary to properly complete the project to the satisfaction of the Authority.

C.04 SCHEDULE

The project must be completed and invoiced by September 18, 2021. Bidder must indicate the total time to manufacture and deliver the bullet trap from the date of award, which is anticipated to be no later than June 24, 2021.

C.05 METAL CONSTRUCTION

a. Support frames must be made of tube or boxed steel or better materials. Angle iron or wood is not permitted. Steel bedplates at a minimum of ten (10) gauge in thickness shall be utilized, but will not be relied on to stop the bullet.

b. Upper replacement bin must be a solid box steel frame and fastened to the trap's main support.

c. Bullet trap must incorporate a backup safety bin at the rear of the trap filled with rubber granulate.

d. Sloping front surface must be constructed with a stepped steel bedplate. Any exposed metal must be angled and made of 3/8" AR500 armor plate or better. Materials not otherwise finished or plated are to be primed and painted.

e. Onsite cutting and/or welding is permitted for this project. If onsite cutting and/or welding is needed, Bidder must coordinate this activity in advance with the Authority's Aircraft Rescue and Fire Fighting Department (ARFF), in order to obtain a welding permit. Additionally, ARFF is required to standby to oversee any cutting and/or welding activity. Bidder is responsible for ensuring proper permits are obtained and ARFF is scheduled to be on standby for these operations.

f. For proper fit to the area, optimum height is nine (9) feet.

C.06 RUBBER FILL

Rubber granulate must be GranTex or an equal product approved in advance by the Authority. Chopped rubber must be free of steel belting pieces, threads, cording, and cotton fibers.

C.07 TRAINING

Upon completion of the installation, one (1) day of training will be provided to the Authority by the successful Bidder on best management practices for the proper maintenance, upkeep, and environmental requirements needed for the safe and efficient operation of the bullet trap. One (1) trainer is required to perform this training to the Authority.

The successful Bidder shall provide the Authority with operation and maintenance manuals in digital pdf format and one (1) hard copy.

Payment for training and manuals will be made in accordance with the price bid indicated on the bid form and will constitute full compensation for the scope of work and materials specified in this section.

C.08 QUALITY GUARANTEE / WARRANTY

The successful Bidder will guarantee material and workmanship without disclaimers, to include all parts and labor, for a minimum of twenty four (24) months from the date of final acceptance by the Authority. Bidders must provide a copy of guarantee/warranty with submission.

If any product utilized by the successful Bidder in the installation and delivery of the bullet trap does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the successful Bidder shall pick up the product from the Authority at no expense to the Authority and return the area to the same condition as prior to the installation of the bullet trap.

The Authority reserves the right to reject any or all materials, if in its sole judgment and discretion, the material or item in question reflects unsatisfactory workmanship or manufacturing or shipping damage. The successful Bidder shall refund, to the Authority, any money which has been paid for the same.

The price bid shall include quality guarantee/warranty in accordance with this section. No additional compensation will be made to the successful Bidder for providing a quality guarantee/warranty.

C.09 USE OF PREMISES

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

The successful Bidder will be held financially responsible for any and all penalties or costs incurred by the Authority to remedy such failure to keep the premises free from waste or debris resulting from the work.

C.10 REGULATIONS

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

As applicable, the successful Bidder shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein. A current copy of all applicable licenses, registrations and/or permits shall be maintained on the jobsite during the progress of the work.

Spillage or dumping of hazardous materials caused or made by the successful Bidder or its subcontractor(s) on Authority property shall be reported immediately to the Authority's representative. □
The successful Bidder shall be responsible for all cleanup and any costs incurred for such incidents.

The successful Bidder shall comply with federal and state right-to-know laws if hazardous materials are used in the work.

Safety Data Sheets (SDS) must be made available to all Authority employees and representatives.

Soil excavation is prohibited.

C.11 PERSONNEL

The work performed by the successful Bidder must be executed in a professional manner.

The successful Bidder must, during all work hours, provide a qualified and competent person onsite with the ability to converse in English, to understand and carry out instructions and having the authority to supervise the operations and to represent and act on behalf of the successful Bidder.

It is the successful Bidder's responsibility and obligation to train its employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the Agreement. In addition, the successful Bidder must have someone in attendance at all times who can communicate instructions to its employees.

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

All articles found by the successful Bidder's employees on Authority premises shall be turned over to the Authority or the Authority's designated agent in charge of such articles.

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

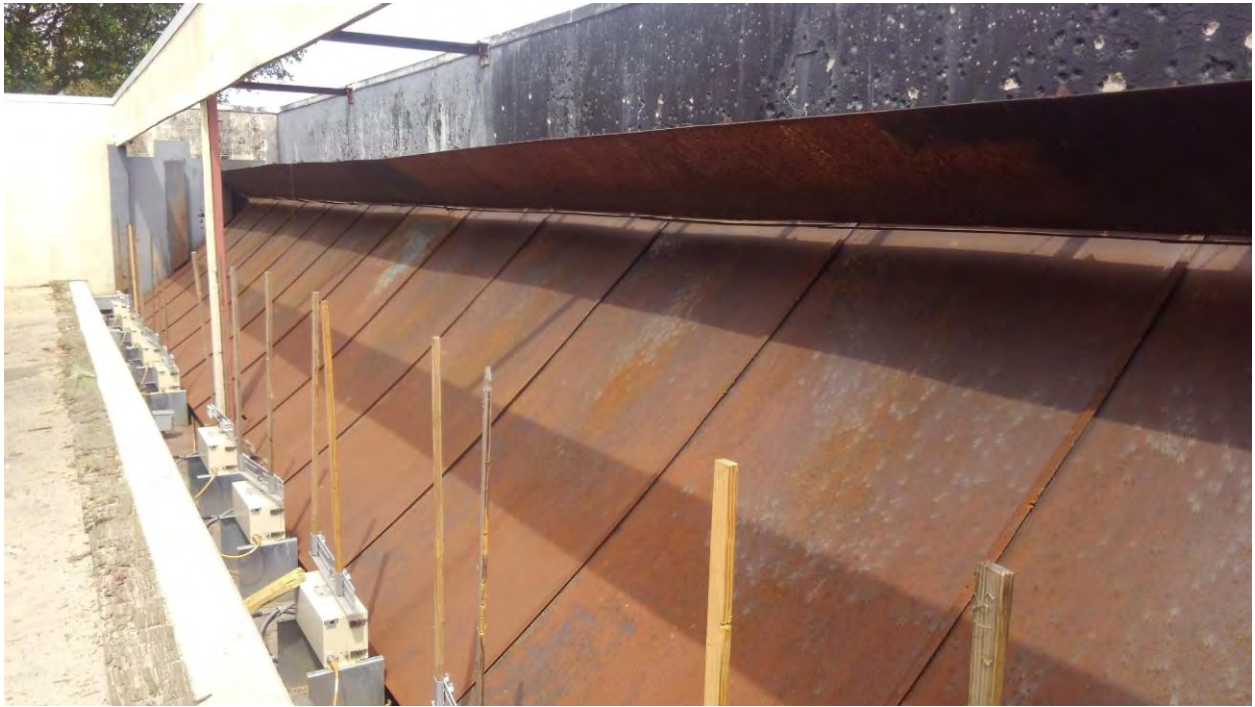
While working on Authority property, all employees will wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

C.12 CONFIDENTIAL SECURITY PROGRAMS

The successful Bidder shall acknowledge that the Southwest Florida International Airport Security Plan and other critical operational and security initiatives and materials are confidential and exempt from disclosure as public records under Sections 331.22 and 119.071 (3)(a) Florida Statutes. The successful Bidder agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any information regarding the airport security system or the contents of the airport security plan or any other sensitive security or operational material or information concerning the services provided by the successful Bidder under this Agreement, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph.

[END OF PART C]

**PART D
PHOTOGRAPHS**











[END OF PART D]

**PART E
RESERVED**

This page has been left blank intentionally

[END OF PART E]

PART F
INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

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

No agreement will be approved or entered into pursuant to this Request for Bids until all insurance coverage(s) indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Bidder. The successful Bidder must obtain and submit to the Purchasing Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the following minimum amounts of insurance on a standard ACORD form. The insurance provided 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, including premises, operations, airside automobile, bodily injury, personal injury, property damage, and contractual liability, with a minimum combined single limit of \$1 million, and products-completed operations, with a minimum limit of \$2 million aggregate. Coverage must include the following: All premises and operations, products-completed operations, independent contractors, separation of insured, defense and contractual liability.

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 a combined single limit 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.

The successful Bidder must resolve all claims arising out of any incident or accident during the performance of the work or operations performed that involve property damage and/or injury.

Additional Insured

The 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 Bidder 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, the successful Bidder will furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the successful Bidder's ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida. Please send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com.

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

Policy on Request

If requested in writing by the Authority, the successful Bidder will provide the Authority with a certified copy of all applicable insurance policies required by this RFB and any agreement entered into with the Authority.

Change in coverage

The successful Bidder is required to provide a minimum of thirty (30) days written notice to the Authority Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage required herein. All such notices will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL, 33913. If the successful Bidder fails to provide the requisite notice, the Authority may terminate any agreement(s) 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 defend, indemnify, and hold harmless Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the successful Bidder, or anyone performing any act required in connection with performance of any Agreement awarded pursuant to this RFB.

The successful Bidder represents that it knows of no allegations, claims, or threatened claims that

the services, materials, or information that it proposes to be provided to the Authority under this RFB infringe any patent, copyright, or other proprietary right. The successful Bidder will defend, indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives of, from and against all losses, claims, damages, liabilities, costs, expenses and amounts arising out of or in connection with an assertion that any Bidder's services, materials or information to be provided or the use therefore, infringe any patent, copyright or other proprietary right of any third party.

The successful Bidder's obligations to defend, indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives, as stated in this section, will apply and extend to the performance of any services by Bidder to the Authority as contained in the bid and any negotiated agreement(s), and these obligations survive termination or the completion of the services contracted for, whether partially or fully performed.

Bid Guaranty and Bond Requirements

Bidders must submit a bid bond, certified check, or cashier's check payable to the Lee County Port Authority Board of Port Commissioners with their bid and in a dollar amount representing not less than five percent (5%) of the total amount bid.

The Bidder will upload the bid bond on IonWave to accompany their electronic bid submission and then deliver the original, signed and sealed bid bond within five (5) business days from the bid submission date. A bid security in the form of a cashier's check must be an original document. Bidder should plan in advance to send original bid bond via United States Postal Service or other freight carrier to ensure cashier's check arrives on or before deadline described above.

- a. Deliver via United States Postal Service or other freight carrier to Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913
- b. Include company name, bid number, and title clearly indicated outside of the envelope.

The following performance and payment guarantees are required if checked:

Performance Guarantee: *If checked*, a performance guarantee or security deposit in the amount of \$25,000 must be presented by the successful Bidder to the Authority within ten days of issuance by the Authority of the written notice of intent to award the Agreement.

The purpose of the performance guarantee is to serve as a security deposit for the full and faithful performance by the awarded Lessee of all terms, covenants, and conditions of the Agreement including but not limited to the rentals, fees and charges to be paid, throughout the term of the Agreement, including any renewal periods thereof.

The performance guarantee must be issued by a surety acceptable to the Authority, or may be submitted in the form of an irrevocable letter of credit in favor of the Authority guaranteeing full and satisfactory performance.

The performance guarantee will remain in full force and effect for the entire term of the Agreement, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Agreement.

[END OF PART F]

PART G – FORMS Note: This form must be submitted with the Bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for Bidders, special instructions and requirements, specification and scope information, insurance and bond requirements, and photographs. 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 # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to perform the work described in this RFB. I agree to hold pricing for at least 120 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER / FAX NUMBER
_____ FEDERAL IDENTIFICATION #	_____ EMAIL ADDRESS

Notary Public – State of _____
County of _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 20__.

Personally known _____ or produced identification _____
(Type of identification) _____

Printed typed or stamped commissioned name of Notary Public

FORM 2: OFFICIAL BID FORM

BID NO. **RFB 21-31NJD**

BIDDER'S NAME: _____

BIDS ARE DUE ON: **WEDNESDAY, MARCH 31, 2021**

PRIOR TO **2:00 P.M. LOCAL TIME**

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

The undersigned, hereinafter called "Bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, agrees to furnish all labor, materials, equipment, and other incidental items, and services necessary to perform:

PURCHASE, INSTALLATION & DELIVERY OF BULLET TRAP

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

Purchase and Delivery of Bullet Trap: \$ _____

Installation and Oversight: \$ _____

Training and Manuals: \$ _____

GRAND TOTAL: \$ _____

(Written)

How many days are necessary to complete: _____ calendar days from award of bid. The project must be completed no later than September 18, 2021.

_____ Copy of quality guarantee/warranty is enclosed per Part C., C.08

FORM 3: LOBBYING AFFIDAVIT

State of: _____

County of: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the agreement required by this Request for Bids 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 Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. section 1352, 49 CFR Part 20 and Lee County Ordinance No. 03-14 relating to lobbying activities.

AFFIANT

The foregoing instrument was acknowledged before me on _____, by _____ (name of person, officer or agent, title of officer or agent), of _____ (Corporation or partnership, if applicable), a _____ (State of incorporation or partnership, if applicable), on behalf of the _____ (Corporation or partnership, if applicable). He/She is personally known to me or produced _____ as identification by means of physical presence or on line notarization.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

(Serial or Commission No.)

NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

FORM 4: 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 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 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public – State of _____

County of _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 20__.

Personally known _____ or produced identification _____

(Type of identification) _____

Printed typed or stamped commissioned name of Notary Public

[Remainder of page intentionally left blank]

FORM 5: SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of submission of its RFB 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 China and Syria; and will not engage in "Boycott Israel" activities, as defined in Section 215.4725 (1)(a), Florida Statutes, that result in Bidder being placed on the Scrutinized Companies that Boycott Israel List, during the term of any contract awarded pursuant to this Request for Bids.

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 _____ by means of physical presence or online notarization who produced the following as identification _____ (Type of identification) or is personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

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

Please identify the firm name and physical address below:

_____ (in Lee County, Florida)

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

Please provide the following information:

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

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

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

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

_____ (in Lee County, Florida)

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

Please identify the firm name and physical address below:

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Printed Name

Title

Signature

Notary Public

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____ by means of physical presence or online
notarization who produced the following as identification _____
(Type of identification) or is personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

[Remainder of page intentionally left blank]

Lee County Port Authority

Purchase & Delivery of a Bullet Trap Southwest Florida International Airport



Because Seconds Matter

RFB 21-31NJD



Submitted To:

Mr. Nick Diaz, Senior Procurement Agent
Lee County Port Authority, Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Tel: (239) 590-4556
Email: njdiaz@flylcpa.com
End User: SW Florida International Airport

InVeris Point Of Contact:

Heath Shaw
InVeris Training Solutions, Inc.
(formerly Meggitt Training Systems, Inc.)
296 Brogdon Road
Suwanee, Georgia 30024
Phone: 404-663-1149
Heath.shaw@inveristraining.com

Document No.: MTS18USL3482

Submit Date: April 6, 2021, 2:00 PM

Valid To: 90 Days

Prepared by: Melissa Boltz
Proposal Manager

USE AND DISCLOSURE OF DATA: Any and all information and data contained herein is the property of InVeris Training Solutions, Inc.™ (InVeris); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to InVeris as a result of, or in connection with this proposal offer, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

DESTINATION CONTROL STATEMENT: The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

Table of Contents

1	Introduction	3
2	Company Profile	6
3	Scope of Services	11
4	Proposed Work Effort	21
4.1	Program Management	21
4.2	Project Schedule	21
4.3	Product Manuals	22
4.4	Shipping	22
4.5	Installation & Training	22
4.6	Support	23
4.6.1	Help Desk Hotline:	23
5	Technical Descriptions	24
5.1	Model LE7500-OTR Outdoor GranTrap™	24
5.2	Dura Bloc™ Ballistic Rubber Block	27
6	Form 1 – Bidder’s Certification.....	28
7	Form 2 – Official Bid Form	29
8	Form 3 – Lobbying Affidavit	30
9	Form 4 – Public Entity Crimes Certification	31
10	Form 5 – Scrutinized Companies Certification.....	32
11	Form 6 – Local Preference Affidavit	33
12	Annex A – Certificate of Insurance	34
13	Annex B – Bid Bond	35
14	Annex C – InVeris Warranty	36

1 Introduction

InVeris Training Systems, Inc.™ (InVeris) (*formerly Meggitt Training Systems, Inc.*) is pleased to submit this offer to the **Lee County Port Authority** (Authority) for the Southwest Florida International Airport, Bullet Trap project. We are offering the Outdoor version of the LE7500-OTR bullet trap. The outdoor model includes galvanized steel.

With 94 years of experience delivering high quality live fire training capabilities in over 13,560 shooting range projects worldwide and 34 years delivering virtual training systems in over 130 countries, InVeris is the ideal partner to help.

Reputation

This document accurately reflects InVeris' leadership in the field of Live Fire Range Equipment and Targetry. It represents our holistic approach to providing products that satisfy the training needs of law enforcement and military agencies globally. This document illustrates why InVeris will be successful at executing a project such as this, as we do for other projects on a regular basis. The major drivers for our success are our depth of experience, technical expertise, and an effective customer support program.

In addition to our live fire range solutions and virtual training simulators, InVeris also provides agencies with expert consultation services for design build efforts (by the customer's selected general contractor), and can provide additional equipment and range customization, as desired by the customer. These design services can be provided at an additional cost, if the buyer wishes to capitalize on InVeris' vast expertise.

WHY InVeris

- **Experienced vendor**

InVeris has 94 years of experience in design, development and fielding of live fire ranges.

- **Competitive Price**

InVeris offers a complete and competitive price for the entire scope of work.

- **Low Risk**

Past performance with global customers, proven team, proven program management, long history of success.

- **On Time Delivery**

InVeris has an industry leading reputation for on time delivery.

- **Sustainment**

Robust proven products, complete solutions, and unparalleled after sales support.

- **Fielding Capability**

InVeris has 120 years of combined experience in field service, no one delivers more effectively.

The Live Fire Group of InVeris has been developing, fielding and supporting superior target and range system solutions since 1926. Today we supply solutions for a wide range of infantry and armor stationary and moving targets, ancillary and support devices, and Range Control Systems (RCS), in addition to a complete line of bullet traps and ballistic protection, and the only shoot house that is designed for ease of sustainability and long term operation. At InVeris we develop and adapt our products to satisfy the ever evolving specifications of our customers. In addition to the strengths extolled elsewhere in this introduction, we have a Field Service Team that stands out as the best in the business. Our Field Service Representatives (FSR) are instrumental in our ability to deliver “turn-key” product solutions, and support to fielded systems through the full life of the product.

Quality

InVeris has been certified to ISO 9000 since 1998 and is currently certified to ISO 9001:2015 by BSI (Certificate # FS 584676) with an expiration date of 1 September 2022. InVeris flows our Quality Assurance (QA) standards down to all our suppliers and subcontractors, to assure the final product quality meets InVeris and our customer’s standards. InVeris QA and life-cycle support efforts are aided by a dedicated Documentation Control Department with established independent policies and procedures.

Documentation Control maintains all released designs and product configurations for all orders delivered to our customers.

Figure 1.1-1. InVeris ISO 9001:2015 Certification



InVeris (Meggitt) is ISO 9001 certified. Our mature Quality Assurance Program (QAP) is designed to assure compliance with the requirements for design, manufacturing, installation and testing of all training equipment we supply.

InVeris has provided products, services and support to more than 70% of the US Military's legacy live fire training ranges, as well as having products currently in operation in Canada, Mexico, Brazil, Europe, Saudi Arabia, Egypt, Kuwait, Jordan, Lebanon, Afghanistan, Iraq, Korea, Taiwan, Japan, and Australia.

2 Company Profile

InVeris Training Solutions (InVeris) combines an agile approach with an unmatched expertise in training technology to design and deliver customized, cutting-edge training solutions that keep military, law enforcement, and private and commercial range clients safe, prepared and ready to serve – Because Seconds Matter™. The Company has fielded over 15,000 live-fire ranges and 5,100 FATS® virtual training systems globally in its 90+ year history, and it is the Simulation Training Program of Record for Domestic and International military forces. The Company’s advanced training solutions prepare clients in more than 55 countries to safely protect the communities they serve.

InVeris was acquired in July 2020 by Pine Island Capital Partners, a private investment firm that brings together a talented and accomplished group of business, government, and military professionals who partner with companies to add value and drive growth. Bain Capital Credit, LP partnered with Pine Island in the investment.

InVeris employs more than 350 people at its headquarters in Atlanta, Georgia (USA) and at facilities in Australia, Canada, Singapore, the Netherlands and the United Kingdom.

Customer satisfaction is a primary objective at InVeris, including a commitment to after sales assistance and support. Product warranties supported by a customer hotline ensure that all products and systems will be backed throughout the product life cycle. The company can deploy service personnel for instructor training seminars, system installations, diagnosis and repair, and software updates anywhere in the world.

We maintain long-term contact with users to encourage feedback on how to improve system performance, realism and functional capability. This feedback network continuously benefits new users as design, software, scenario filming, and production techniques improve. Company policy is to design cost-effective expansion options to allow in-use systems to keep pace with advancements in simulation technology and new weaponry.

From small arms to close air support, the InVeris Training Solutions technological base spans the world of virtual training. Our commitment to research and development ensures that customers receive the latest technology tailored to meet their training needs. For example, we were the first company to introduce wireless BlueFire® firearms that utilize Bluetooth® technology to communicate with system hardware while maintaining accurate weight, balance, recoil and real time diagnostics.

From basic marksmanship instruction to instrumented tank gunnery ranges InVeris provides the most extensive live fire product line in our industry. Our extensive experience, and innovation ensures our customers the highest degree of support and most effective product configuration to satisfy training requirements. InVeris was the first company to produce a standardized target retrieval system, the originator of the steel escalator bullet trap, and the first to manufacture a production bullet trap. InVeris was the first to patent environmentally friendly rubber bullet traps (including the lamella bullet trap and the GranTrap™), and the first to provide a fully functional mobile live fire shooting range (in a semi-trailer). During our long history, InVeris has supplied products to more than 15,000 shooting range projects on five (5) continents.

Strong Financial Performance

Over our 90+ year history, our consistent record of strong financial performance comes from businesses balanced across market segments; innovative products that generate stable, long-term aftermarket income; organic growth reinforced by acquisitions; and investment in people, facilities, operations and strategic technology development. InVeris and its subsidiaries have access to an evolving group infrastructure that enables them to work together, combining talent and resources to benefit customers and operations.

Live Fire System Products / Solutions

InVeris provides complete live fire range design, equipment and installation, backed with ongoing innovations and dedicated support. Our proven professionals ensure your range is completed according to your requirements. From turning



Figure 2-1. InVeris Live Fire Range Capabilities (Typical)

For ranges all over the world, InVeris provides range control, targetry, range ventilation, design services, and more.

targets to bullet traps, shoot houses to mobile ranges, InVeris has you covered. And with 90+ years of experience in the live fire industry, InVeris provides critical, useful knowledge resulting in your successfully completed indoor or outdoor shooting range project.

For military ranges looking to add, replace or update live fire ranges, InVeris provides range control and targetry systems (e.g. Stationary Infantry Targets, Moving Infantry Targets, Stationary Armor Targets, Moving Armor Targets, As the leader in the live fire training field, InVeris has developed, manufactured, installed and provided support for range targetry and control systems for military, law enforcement and security ranges around the world. InVeris' accomplishments are long, storied and impressive, including:

- Designed, built and installed equipment for over 15,000 shooting ranges—more than any other company.
- First company to produce a standardized target retrieval system.
- First company to produce a steel escalator bullet trap.
- First company to patent environmentally friendly rubber bullet traps (including the lamella bullet trap and the GranTrap™).
- First company to produce a fully functional live fire shooting range in a semi-trailer.
- First company to produce a wireless range control device.
- First company to produce a wireless outdoor target retrieval system.

Virtual Training System Products / Solutions

The InVeris legacy brand FATS® remains the gold-standard in virtual training systems for military and law enforcement customers. FATS products leverage our extensive history and experience in simulated training. As the leader and pioneer in the virtual training market, InVeris has developed, manufactured, installed and provided support for small and combined arms training systems and corresponding weapon simulators for military, law enforcement and security agencies all over the world.

InVeris provides a wide variety of simulated solutions for the requirements of defense forces and law enforcement alike. These include Virtual Reality, a five-screen 300° system, a three-screen 180° system, or a one-screen portable system that allows users to hone their marksmanship skills in a 3D environment, or practice judgmental scenarios in an array of scenarios. After-action review and ballistic performance are provided with InVeris' patented BlueFire® weapons, allowing instantaneous coaching and corrective feedback for trainees. InVeris has installed virtual systems around the globe, including:

- Fielded over 7,055 Small Arms Trainers (SATs).
- Fielded over 52,000 laser-based weapon simulators (including over 300 weapon variants).
- Deployed in more than 130 countries.
- Full-featured training systems encompass the full spectrum of instruction for marksmanship training, de-escalation of force judgmental training and collective training.



Figure 2-2. InVeris Virtual Training System Capabilities (Typical)

InVeris offers a wide range of virtual small arms training systems and supporting arms products for land and sea training applications.

- Most realistic weapon simulators in the marketplace (including InVeris’ patented wireless BlueFire® weapon simulators with wide range of weapon feedback/control capabilities).

Customer Support Network

Customer satisfaction is the primary objective at InVeris and extends far beyond the production and installation of effective training system products/solutions. InVeris is committed to “after sales” assistance and support. Product warranties, supported by a customer hotline, ensure that the system will be backed throughout the product life cycle. The company can deploy service personnel for instructor training seminars, system installations, and software updates anywhere in the world.

InVeris provides support from in-country sites in the United States, Canada, United Kingdom, Netherlands, Australia and Singapore. Our customers can rest assured that any issues that arise will be dealt with quickly and efficiently no matter where in the world our products are located. We maintain contact with users to encourage feedback on how to improve system performance, realism and functional capability. This feedback network continuously benefits new users as we make corresponding improvements to our systems and processes. In addition, company policy focuses on the design of moderately priced expansion options to allow fielded systems to keep pace with advancements in simulation technology and new weaponry.



Figure 2-3. InVeris Headquarters

InVeris provides support from in-country sites in the United States, Canada, United Kingdom, Netherlands, Australia and Singapore. Our customers can rest assured that any issues that arise will be dealt with quickly and efficiently no matter where in the world.

3 Scope of Services

The following **Compliance Matrix** addresses the requirements as outlined in the Specifications and Scope of Services (Part C) of the Lee County Port Authority Request for Quote.

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
C.01	<p><u>PURPOSE:</u></p> <p>The Authority seeks a qualified bidder to supply, deliver, and install a free standing, self-supporting rubberized bullet trap. The successful Bidder is required to support and conduct the installation of the bullet trap. All work described herein must be fully and properly installed in accordance with the requirements of the RFB and any agreement entered into with the Authority, and delivered to and accepted by the Authority no later than September 18, 2021.</p>	X			
C.02	<p><u>PROJECT INFORMATION AND REQUIREMENTS:</u></p>				
a.	<p>The successful Bidder shall design, supply, deliver, and install a rubberized bullet trap that fits within the existing structure in accordance with Part C, Specifications, and Scope, of this RFB. The bullet trap is to be installed within the shooting range building located at 15924 Air Cargo Lane, Fort Myers, FL 33913..</p>	X			
b.	<p>The existing bullet trap and baffle will be removed by the Authority prior to the start of installation of the new bullet trap. The bullet trap is sixty (60) feet in length.</p>	X			

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
c.	The trap must be capable of capturing handgun, shotgun (shot and slug included), and rifle (fully automatic and armor piercing included), jacketed, semi-jacketed and non-jacketed rounds. Includes rounds up to .308 caliber/7.62mm, including M16/.223 caliber/5.56mm rounds with velocities of 900-3600 ft/sec (274-1097 m/sec) and up to 3600 ft-lbs (4880 N-m) of energy, excluding incendiary/tracer type rounds.	X			
d.	In order to fit the structure and provide effective operation, maintenance and maximum shooting area, the optimum height is nine (9) feet.	X			
e.	The positioning of the targets may be adjusted up to six (6) inches left or right, but not front to back. The targets rotate fourteen (14) inches. The target actuators are existing and can be removed for installation. The front berm and back wall cannot be adjusted.	X			
f.	It is the responsibility of each Bidder before submitting a bid to review the solicitation documents thoroughly, visit the project site to become familiar with conditions that may affect cost, progress, performance or furnishing of the work, and consider all federal, state, and/or local codes, laws or regulations that may be applicable to the work described herein. Each Bidder may, at its own expense, examine the site and obtain any additional information and data pertinent to the physical	X			

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
	conditions at or contiguous to the site of the work that may affect Bidders cost, progress, or performance of work.				
g.	While onsite and after confirming the accuracy of the fit prior to installation, the successful Bidder will be required to work with the Authority to define a critical path schedule to ensure project completion no later than September 18, 2021. The installation shall be performed by the successful Bidder or an authorized representative of the bullet trap manufacturer arranged by the successful Bidder and acting on behalf of the successful Bidder.	X			
h.	The price bid is for a turnkey project and will include all costs for design, supply, delivery, and installation of the bullet trap and costs associated with installation, oversight, and direction and training.	X			
C.03	<u>ASSEMBLY</u>				
	Assembly is to be entirely by mechanical fasteners. Bid pricing must be all inclusive, including but not limited to all materials, installation, shipping, training, and incidentals necessary to properly complete the project to the satisfaction of the Authority.	X			
C.04	<u>SCHEDULE</u>				
	The project must be completed and invoiced by September 18, 2021. Bidder must indicate the total time to manufacture and deliver the bullet trap	X			

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
	from the date of award, which is anticipated to be no later than June 24, 2021.				
3.05	<u>METAL CONSTRUCTION</u>				
a.	Support frames must be made of tube or boxed steel or better materials. Angle iron or wood is not permitted. Steel bedplates at a minimum of ten (10) gauge in thickness shall be utilized, but will not be relied on to stop the bullet.	X			
b.	Upper replacement bin must be a solid box steel frame and fastened to the trap's main support.	X			
c.	Bullet trap must incorporate back up safety bin at the rear of the trap filled with rubber granulate.	X			
d.	Sloping front surface must be constructed with a stepped steel bedplate. Any exposed metal must be angled and made of 3/8" AR500 armor plate or better. Materials not otherwise finished or plated are to be primed and painted.	X			
e.	Onsite cutting and/or welding is permitted for this project. If onsite cutting and/or welding is needed, Bidder must coordinate this activity in advance with the Authority's Aircraft Rescue and Fire Fighting Department (ARFF), in order to obtain a welding permit. Additionally, ARFF is required to standby to oversee any cutting and/or welding activity. Bidder is responsible	X			

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
	for ensuring proper permits are obtained and ARFF is scheduled to be on standby for these operations.				
f.	For proper fit to the area optimum height is nine (9) feet.	X			
C.06	<u>RUBBER FILL</u>				
	Rubber granulate must be GranTex or an equal product approved in advance by the Authority. Chopped rubber must be free of steel belting pieces, threads, cording, and cotton fibers.	X			
C.07	<u>TRAINING</u>				
	Upon completion of the installation, one (1) day of training will be provided to the Authority by the successful Bidder on best management practices for the proper maintenance, upkeep, and environmental requirements needed for the safe and efficient operation of the bullet trap. One (1) trainer is required to perform this training to the Authority.	X			
	The successful Bidder shall provide the Authority with operation and maintenance manuals in digital pdf format and one (1) hard copy.	X			
	Payment for training and manuals will be made in accordance with the price bid indicated on the bid form and will constitute full compensation for the scope of work and materials specified in this section.	X			
C.08	<u>QUALITY GUARANTEE / WARRANTY</u>				

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
	The successful Bidder will guarantee material and workmanship without disclaimers, to include all parts and labor, for a minimum of twenty-four (24) months from the date of final acceptance by the Authority. Bidders must provide a copy of guarantee/warranty with submission.	X			
	If any product utilized by the successful Bidder in the installation and delivery of the bullet trap does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the successful Bidder shall pick up the product from the Authority at no expense to the Authority and return the area to the same condition as prior to the installation of the bullet trap.	X			
	The Authority reserves the right to reject any or all materials, if in its sole judgment and discretion, the material or item in question reflects unsatisfactory workmanship or manufacturing or shipping damage. The successful Bidder shall refund, to the Authority, any money which has been paid for the same.	X			
	The price bid shall include quality guarantee/warranty in accordance with this section. No additional compensation will be made to the successful Bidder for providing a quality guarantee/warranty.	X			

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
C.09	<u>USE OF PREMISES</u>				
	During the progress of the work, the successful Bidder shall keep the premises free from the accumulation of waste materials and other debris resulting from the work.	X			
	The successful Bidder will be held financially responsible for any and all penalties or costs incurred by the Authority to remedy such failure to keep the premises free from waste or debris resulting from the work.	X			
C.10	<u>REGULATIONS</u>				
	The successful Bidder shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.	X			
	As applicable, the successful Bidder shall obtain all permits, licenses and certificates, or any approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein. A current copy of all applicable licenses, registrations and/or permits shall be maintained on the jobsite during the progress of the work.	X			
	Spillage or dumping of hazardous materials caused or made by the successful Bidder or its subcontractor(s) on Authority property shall be reported immediately to the Authority's	X			

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
	representative. The successful Bidder shall be responsible for all cleanup and any costs incurred for such incidents.				
	The successful Bidder shall comply with federal and state right-to-know laws if hazardous materials are used in the work.	X			
	Safety Data Sheets (SDS) must be made available to all Authority employees and representatives.	X			
	Soil excavation is prohibited.	X			
C.11	<u>PERSONNEL</u>				
	The work performed by the successful Bidder must be executed in a professional manner.	X			
	The successful Bidder must, during all work hours, provide a qualified and competent person onsite with the ability to converse in English, to understand and carry out instructions and having the authority to supervise the operations and to represent and act on behalf of the successful Bidder.	X			
	It is the successful Bidder's responsibility and obligation to train its employees to be able to identify and understand all signs and notices in and/or around the work areas that relate to them or the services being performed by them under the Agreement. In addition, the successful Bidder must have someone in attendance at all times who can communicate instructions to its	X			

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
	employees.				
	The successful Bidder shall promptly remove from the project any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; however in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of the successful Bidder.	X			
	All articles found by the successful Bidder's employees on Authority premises shall be turned over to the Authority or the Authority's designated agent in charge of such articles.	X			
	A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the Airport property. Each motor vehicle brought onto the Authority's premises shall have the successful Bidder's business name and/or logo prominently displayed on the vehicle.	X			
	While working on Authority property, all employees will wear neat and clean clothing and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.	X			
C.12	<u>CONFIDENTIAL SECURITY PROGRAMS</u> The successful Bidder shall acknowledge that the Southwest Florida International	X			

ID	Requirement	Compliance			InVeris Notes
		Full	Partial	Non-Compliant	
	Airport Security Plan and other critical operational and security initiatives and materials are confidential and exempt from disclosure as public records under Sections 331.22 and 119.071 (3)(a) Florida Statutes. The successful Bidder agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any information regarding the airport security system or the contents of the airport security plan or any other sensitive security or operational material or information concerning the services provided by the successful Bidder under this Agreement, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph.				

4 Proposed Work Effort

This proposal offer includes the work effort outlined below.

4.1 Program Management

InVeris assigns a Program Manager (PgM) to each order. The PgM coordinates all internal activities and is the customer's primary point of contact during contract performance. The PgM maintains the project schedule, administers the submittal process, monitors the manufacturing and quality control processes, assures contract adherence, coordinates delivery and installation, initiates the internal warranty process, and closes out the project file. The PgM will remain the primary point of contact throughout the warranty and maintenance period for issues not related to Customer Service calls.

The PgM convenes a project team at time of award, comprised of the PgM, project engineer, range configuration specialist, commercial/contracts specialist, and program administrator. In addition, members of the engineering group, compliance department, and quality group join the team as required. The project team configures the product configuration, initiates the manufacturing process, and sets the internal production schedule.

Once a contract is accepted, the PgM will contact the customer to establish the project schedule (specifically product delivery date and installation time-frame) and verify the customer's requirements. During InVeris' contractual performance the PgM will contact the customer as required to advise of schedule updates, and progress, in addition to resolving any issues that might occur. A full project schedule will be delivered after the contract award and agreed to with the customer.

The PgM will coordinate the onsite technical support offered in this order, including as needed a design visit by the range ventilation engineer, a pre-installation survey by the field technician, the number of trips required to provide adequate technical support and supervision to the installation crew, and the commissioning and balance of the range ventilation system.

After the completion of installation and commissioning by the InVeris FST, and customer acceptance, a training session for operators and maintainers will be held. Following the completion of acceptance and training, the customer will take possession of the range, and the warranty and maintenance period will begin.

4.2 Project Schedule

From receipt of order InVeris will begin the administrative process for project completion. After submittal package approval and establishment of Letter of Credit the manufacturing process will be initiated, the duration from production planning to completion of quality control (ready for shipment) typically runs 90-120 days. At this time packing and shipping can be initiated; this duration is typically one (1) week or less.

4.3 Product Manuals

InVeris will deliver two (2) hard copy sets of product manuals and one (1) electronic Adobe pdf copy. Manuals include product identification information, safety information and warnings, theory of operation, installation guidelines, trouble-shooting guide, component identification information, parts lists, and customer service contact information. The organization and scope of the Operator and Maintenance Manual is consistent with prevailing industry standards. All manuals are provided in the US English language.

4.4 Shipping

Shipping will be CPT Jobsite (Southwest Florida International Airport, Fort Myers, FL) in accordance with Incoterms® 2010. Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of InVeris Submittal Drawings, whichever occurs last.

4.5 Installation & Training

InVeris has been providing range equipment to commercial customers, military, and law enforcement agencies around the world since 1926. In that time we have learned that the most cost effective and efficient way to install our products is by providing expert technical support and guidance to local contractors. It is not cost effective for us to have a crew of workers traveling from our factory to customer sites around the globe. It is also not feasible for us to maintain intimate knowledge of the local building requirements, and practices in so many locations. It is far more effective for us to provide expertise and training on our equipment to contractors with construction experience and expertise specific to that locale.

InVeris typically provides an experienced Field Service Technician (FST) to supervise the installation. Prior to the FST's initial trip, all improvements to the buildings/facades that will house range equipment, including installation of the electrical and mechanical systems, should be completed. On the initial trip (prior to equipment arrival) the FST will survey the site and work with the General Contractor and Installation Supervisor to identify and resolve construction coordination issues (conflicts), and verify installation sequence and schedule. The FST will work with the installers to establish site logistics, sequence of installation, and properly locate (lay-out) the range equipment. The FST will also train the installation crew in product identification and best practices for unpacking and staging.

The FST works with the installation crew reviewing and revising the layout as required resolving conflicts with work in place and updating the installation schedule. The FST trains the installation crews and foremen on product identification, assembly instructions, proper install techniques, best practices, and quality control (QC) points. When the FST departs the site, the installers continue with that portion of the work utilizing phone and email support as required. The FST works with the installation crew to resolve any issues that may arise during installation, provides technical support and/or clarifications as required, and conducts QC inspections of work in place. Any corrective actions identified during QC are

documented and reviewed with contractor. As installation progresses, the FST conducts operational testing of all of the range equipment (particularly targetry and controls) and makes any final adjustments to the equipment. Once installation of all equipment in an individual range is completed, the FST will commission that range and prepare for acceptance testing.

4.6 Support

InVeris shall provide a **24-month manufacturer warranty** for the proposed items.

4.6.1 Help Desk Hotline:

InVeris operates a 24/7 Help Desk Hotline to support all of our customers. This Hotline will be available to the Authority for the 24-month warranty period for problem resolution. Hotline support includes answering questions on maintenance issues, providing additional information, confirming problems and investigating their cause and providing suggestions for corrective actions and recommendations. The Help Desk Hotline is manned by our Repair Technicians during normal operating hours of 8:00am to 5:00pm EST. After these hours, an InVeris Technician is on standby to respond to emergency situations. Because of the time differences between various locations within the US, email is a common form of Hotline communication. A time may be set up to have an InVeris Technician assist the buyer outside normal InVeris operating hours.

5 Technical Descriptions

5.1 Model LE7500-OTR Outdoor GranTrap™

InVeris is offering the Outdoor version of the LE7500-OTR trap. The outdoor model includes galvanized steel. Our patented Reclining GranTrap™ is a bullet trap, which uses GranTex™ (crumb rubber media) to safely capture handgun, shotgun, and rifle rounds, predominantly intact, minimizing the hazards of ricochet or back splatter. This technology also reduces range noise and lead dust compared to steel type bullet traps. The LE7500-OTR is composed of a tubular steel frame, with formed steel bed sheets, a layer of GranTex™ media, gum rubber covers (facing), and an inclined 3/8" – AR500 Armor Plate steel faced bin at the top, which holds an additional quantity of GranTex™.

Figure 5.1-1. LE7500-OTR Outdoor GranTrap™ Bullet Trap



InVeris' LE7500 Series GranTrap™ technology safely captures handgun, shotgun, and rifle rounds, predominantly intact, minimizing the hazards of ricochet or back splatter. It also reduces range noise levels and provides a significant reduction in lead dust.

The LE7500-OTR can safely capture rounds with velocities of 900-3600 ft/sec (274-1097 m/sec), and up to 3600 ft-lbs (4880 N-m) of energy, excluding incendiary / tracer type rounds. This includes all handguns, shotguns (shot and slug), and rifles up to .308 caliber / 7.62mm, including M16 / .223 caliber / 5.56mm. Since bullets are neither smashed nor redirected at impact with the GranTrap™, it can safely be fired upon at 'point-blank' range or at any angle.

The LE7500-OTR can typically capture up to 75,000 rounds per shooting point, at which time the spent bullets should be removed from the GranTex™ media via a vacuuming separation process. This process is accomplished with an InVeris Trap Vac, which will vacuum up the GranTex™ media and return it back for reuse into the GranTrap™, leaving predominantly intact bullets behind to be safely scooped into a bin or container. Since bullets are not crushed or smashed, lead dust is minimized.

The Trap Vac equipment is sold separately and is available in the following versions:

- 230 VAC (208 min) 60Hz 5 HP/1-Phase

- 230 VAC (208 Min) 60Hz 5 HP/3-Phase
- 230 VAC (208 Min) 50Hz 5 HP/3-Phase
- 415 VAC 50Hz 5 HP / 3 Phase
- For outdoor range applications, InVeris also offers a Gasoline or Propane powered.

The average life expectancy of a conventional steel bullet trap is approximately 20 years. The InVeris Rubber GranTraps, originally developed in the mid 1990’s, have yet to require replacement. The trap should be recycled at least once per year or as the volume of shooting requires. Additional GranTex™ media can be added in the future as volume decreases due to particle erosion and settling.

The LE7500-OTR GranTrap™ is custom made to fit any room width and comes in two height choices: 8’, 9’ (2.4m and 2.7m respectively). The bullet trap depth should be no more than approximately 12’-6” (3.81m) to minimize any room depth loss needed to achieve the desired target distance. When selecting the proper size, keep in mind that top access is needed for installation and future rubber replenishment needs and that any obstructions above the trap area should be avoided.

Detailed specifications can be provided upon request, but note that the trap should incorporate at minimum the following features:

LE7500-OTR GranTrap™ Features	
Stepped Bed Plates	This features helps retain the GranTex™ material and spent rounds in place, while maintaining the proper rubber granulate thickness. Bed plate steps should be no less than 24” deep (61cm), measured at the horizontal. Rubber that’s placed on a “slanted” plate will allow the rubber materials and rounds to prematurely settle and accumulate at the base of the trap, requiring constant service and the need to shovel it back up into place.
Back Up Safety Bin	This separate bin located at the trap's rear provides a means of further protection / containment and has a minimum 10” depth (25.4cm) area. We created this design for additional safety in the event that a range operator doesn’t detect that their rubber levels are not properly maintained.
Upper Replenishment Bin / Slope Sheet	The GranTrap™ must include a structurally supported 3/8” thick AR500 Armor plate to provide further protection to the area/s just above and beyond the bullet trap, such as exhaust duct work, electrical conduits, etc. The trap supported angled plate also acts as a rubber replenishment bin / storage area. As the GranTrap™ is used, this additional GranTex™ material flows down into the primary trap area helping to maintain adequate rubber thickness in the trap’s primary impact area.

LE7500-OTR GranTrap™ Features	
Clean Rubber	The use of clean / pure rubber material should always be used, as opposed to the ground up car tire like materials with cording, belting, and other foreign materials.
Rubber Cover	This version of the bullet trap has a gum rubber cover that lays on top of the GranTex™. This additional cover assists in keeping other range debris (cardboard and paper target material, shotgun wadding, etc.) out of the rubber granulate.

5.2 Dura Bloc™ Ballistic Rubber Block

Dura Blocs™ virtually eliminate splatter, ricochet and airborne lead particles while also decelerating and defeating a wide variety of bullet types up to WIN MAG / 7.62mm. Dura Blocs™ are 24" W x 9" H x 12" D (60.96cm W x 22.86cm H x 30.48cm D) and can encapsulate several thousand rounds depending upon the bullet type and distribution of wear. Please note that Dura Bloc™ requires a ballistic steel backdrop in all live fire applications.

Figure 5.2-1. Dura Bloc™ Ballistic Rubber Block



Dura Bloc™ Ballistic Rubber Block virtually eliminates splatter, ricochet and airborne lead particles while also decelerating and defeating a wide variety of bullet types and can encapsulate several thousand rounds depending upon the bullet type and distribution of wear.

6 Form 1 – Bidder’s Certification

PART G – FORMS Note: This form must be submitted with the Bidder’s bid submittal

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) which includes information for Bidders, special instructions and requirements, specification and scope information, insurance and bond requirements, and photographs. 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 #	<u>1</u>	Date:	<u>March 31, 2021</u>	Addendum #	_____	Date:	_____
Addendum #	_____	Date:	_____	Addendum #	_____	Date:	_____

I hereby propose to perform the work described in this RFB. I agree to hold pricing for at least 120 calendar days to allow the Authority time to properly evaluate this bid. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

InVeris Training Solutions, Inc.

296 Brogdon Road

NAME OF BUSINESS

MAILING ADDRESS

Robert Rivers

Suwanee, GA 30024

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

Robert Rivers, Director - Corporate Bids & Proposals

800 813-9046 or 678-288-1090

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

58-2272995

bobby.rivers@inveristraining.com

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

Notary Public – State of Georgia

County of Gwinnett

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of April 5, 2021.

Personally known or produced identification _____

(Type of identification) _____

B. J. [Signature]

Printed typed or stamped commissioned name of Notary Public



7 Form 2 – Official Bid Form

FORM 2: OFFICIAL BID FORM

BID NO. **RFB 21-31NJD**

BIDDER'S NAME: InVeris Training Solutions, Inc.

BIDS ARE DUE ON: **WEDNESDAY, MARCH 31, 2021**

PRIOR TO **2:00 P.M. LOCAL TIME**

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

The undersigned, hereinafter called "Bidder," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid solicitation documents, agrees to furnish all labor, materials, equipment, and other incidental items, and services necessary to perform:

PURCHASE, INSTALLATION & DELIVERY OF BULLET TRAP

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

Purchase and Delivery of Bullet Trap:	\$ <u>125,000.00</u>
Installation and Oversight:	\$ <u>Included</u>
Training and Manuals:	\$ <u>Included</u>
GRAND TOTAL:	\$ <u>125,000.00</u>

One Hundred and Twenty-Five Thousand US Dollars

(Written)

How many days are necessary to complete: 10 calendar days. ~~XXXXXXXXXXXXXX~~. The project must be completed no later than September 18, 2021.

Copy of quality guarantee/warranty is enclosed per Part C., C.08

8 Form 3 – Lobbying Affidavit

FORM 3: LOBBYING AFFIDAVIT

State of: Georgia

County of: Gwinnett

Robert Rivers, Director - Corporate Bids & Proposals,

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 InVeris Training Solutions, Inc. (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the agreement required by this Request for Bids 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 Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. section 1352, 49 CFR Part 20 and Lee County Ordinance No. 03-14 relating to lobbying activities.

Robert Rivers

AFFIANT

Robert Rivers

The foregoing instrument was acknowledged before me on March 30, 2021, by

Robert Rivers (name of person, officer or agent, title of officer or agent), of

InVeris Training Solutions, Inc. (Corporation or partnership, if applicable), a

Delaware (State of incorporation or partnership, if applicable), on behalf of

the InVeris Training Solutions, Inc. (Corporation or partnership, if applicable). He/She is personally

known to me or produced _____

as identification by means of physical presence or on line notarization.

[Signature]

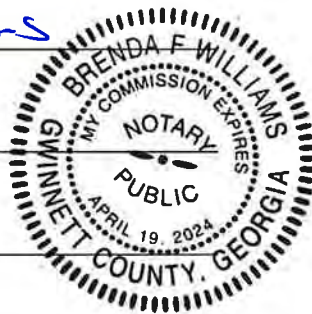
Signature of person taking acknowledgment

Brenda F Williams

Name typed, printed, or stamped

(Title or rank)

(Serial or Commission No.)



NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

9 Form 4 – Public Entity Crimes Certification

FORM 4: 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 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 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.

Robert Rivers

[Signature]

Robert Rivers, Director - Corporate Bids & Proposals

Notary Public – State of Georgia

County of Gwinnett

Sworn to and subscribed before me by means of physical presence or online notarization this 30 day of March, 2021.

Personally known or produced identification _____

(Type of identification) _____

Brenda F. Williams

Printed typed or stamped commissioned name of Notary Public



[Remainder of page intentionally left blank]

10 Form 5 – Scrutinized Companies Certification

FORM 5: SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of submission of its RFB 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 Statutes, that result in Bidder being placed on the Scrutinized Companies that Boycott Israel List, during the term of any contract awarded pursuant to this Request for Bids.

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.

Robert Rivers

[Signature]

Notary Public

Robert Rivers, Director - Corporate Bids & Proposals

State of Georgia

County of _____

Sworn to and subscribed before me this 30 day of March, 2021, by

Robert Rivers by means of physical presence or online

notarization who produced the following as identification Georgia Drivers License

(Type of identification) or is personally known to me. My Commission Expires 4/19/2024.

[stamp or seal]

[Signature]

[Signature of Notary Public]

Brenda F Williams

[Typed or printed name]



11 Form 6 – Local Preference Affidavit

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

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

Please identify the firm name and physical address below:

_____ (in Lee County, Florida)

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

Please provide the following information:

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

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

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

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

_____ (in Lee County, Florida)

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

Please identify the firm name and physical address below:

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Robert Rivers

Printed Name

Director - Corporate Bids & Proposals

Title

Robert Rivers

Signature

Notary Public

State of Georgia

County of _____

Sworn to and subscribed before me this 30 day of March, 20 21, by

Robert Rivers by means of physical presence or online notarization who produced the following as identification Georgia Drivers License

(Type of identification) or is personally known to me. My Commission Expires 4/19/2024.

[stamp or seal]

[Signature]

[Signature of Notary Public]

Brenda F Williams

[Typed or printed name]



[Remainder of page intentionally left blank]

12 Annex A – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071		CONTACT NAME:	
CN102396639-MTS-GAW-20-21 MTrain		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED InVeris Training Solutions 296 Brogdon Road Suwanee, GA 30024		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A: Twin City Fire Insurance Company	29459
		INSURER B: Trumbull Insurance Company	27120
		INSURER C: Hartford Fire Insurance Company	19682
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CLE-006701972-14 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			10 ECS OF8660	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR: \$ 100,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 UUN DF4815	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10 WE AG5LWL (GA) CA, WY, ID, FL, MN, TX, MI, PA, VA NC, GA, NE, OH, IL, WI, KY	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Lee County Port Authority, its officers, officials and employees, are included as Additional Insured (except for workers compensation) where required by written contract between the Insured and the Certificate Holder and in accordance with the terms and conditions of such contract and the terms and conditions of the insurance policy. Where required by written contract and where applicable waiver of subrogation applies General Liability - Where required by written contract and where applicable insurance evidence herein is primary.

CERTIFICATE HOLDER

CANCELLATION

Lee County Port Authority 11000 Terminal Access Road, Suite 8671 Fort Myers, FL 33913	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Manashi Mukherjee <i>Manashi Mukherjee</i>

© 1988-2016 ACORD CORPORATION. All rights reserved.

13 Annex B – Bid Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 12356-ARGO-21-003

Bid Bond

CONTRACTOR:

(Name, legal status and address)

InVeris Training Solutions, Inc.

296 Brogdon Road
Suwanee, GA 30024

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company
PO Box 469011
San Antonio, TX 78246
State of Inc: Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)


Bullet Trap SouthWest Florida International Airport - Lee County Port Authority

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

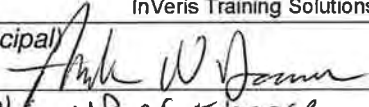
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

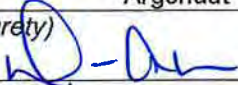
Signed and sealed this 25th day of March, 2021


(Witness)


(Witness)

InVeris Training Solutions, Inc. _____
(Principal)  (Seal)

(Title) VP of Finance

Argonaut Insurance Company _____
(Surety)  (Seal)

(Title) D-Ann Kleidosty, Attorney-in-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Bond Number: 12356-ARGO-21-003

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

D-Ann Kleidosty

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 25 day of March, 2021.



James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

14 Annex C – InVeris Warranty

InVeris Limited Warranty for Lee County Port Authority (RFB 21-31NJD)

InVeris Training Solutions, Inc. (IVTS) hereby warrants to the original purchaser that products manufactured by IVTS shall be free from defects in material or workmanship for a period of twenty-four (24) months from date of range acceptance.

IVTS will replace or repair, in its factory or other location designated by IVTS, any part or parts manufactured by IVTS and returned to IVTS, which, upon IVTS' examination, shall show to have failed under normal use and service within twenty-four (24) months from the initial shipment. IVTS' obligation under this warranty is conditioned upon receipt of prompt notice of claimed defects, which shall in no event, be later than thirty (30) days following the expiration of the twenty-four (24) month warranty period.

Equipment furnished by IVTS but manufactured by others will carry the standard warranty of that manufacturer. Unless notified to the contrary in writing by IVTS, all parts to be replaced or repaired must be returned with transportation charges prepaid, to IVTS, after a Return Authorization is issued to the original purchaser. This is the purchaser's sole remedy.

This warranty shall not cover failure or defective operation resulting from:

- a.) Improper or inadequate maintenance by the buyer.
- b.) Unauthorized modification or repair, misuse, negligence or accident.
- c.) Operation outside of the environmental specifications of the product.
- d.) Use of weapons or ammunition with bullet weights, velocities, or constructed of materials not specifically authorized in published specifications or other documents.
- e.) Operation in excess of recommended capacity.
- f.) Improper site preparation or installation.
- g.) Damage due to acts of nature such as lightning, flooding, earthquake and other natural disasters.

Warranty on a part, component or assembly installed to correct a warrantable failure is limited to the duration of the unexpired warranty on the Product which such part, component or assembly is installed.

This warranty shall not cover failure of, or be attributable to, fuses, batteries or indicators after ninety (90) days of shipment.

Except as set forth herein, there are no other warranties, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, all of which are hereby excluded.

IVTS makes no warranty or representation with the respect to the compliance of any product with safety or product standard codes established by any governmental or other regulatory agency and any failure to comply with such codes shall not be considered a defect of material or workmanship under this warranty. IVTS shall not be liable for any direct or consequential damages arising out of such noncompliance.

Except as stated herein, IVTS will not be liable for any loss, injury, or damage to persons or property, nor for direct, or consequential damage of any kind resulting from failure or defective operation of said materials or equipment.

This warranty may be altered only in writing by InVeris Training Solutions, Inc.

Contract Number _____
Vendor Number 445261

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT

**RFB 21-31: PURCHASE AND DELIVERY OF A BULLET TRAP AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

THIS AGREEMENT is 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 INVERIS TRAINING SOLUTIONS, INC., a Delaware for-profit corporation authorized to do business in the State of Florida ("PROVIDER"), whose business address is located at 296 Brogdon Road, Suwanee, GA 30024, Federal Identification Number 20-8734480 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

WITNESSETH:

WHEREAS, the Authority desires to contract with Provider for supply, delivery and installation of a Bullet Trap as specified in Request for Bid (RFB) 21-31 for the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, Provider has reviewed the services and products required under RFB 21-31 and this Agreement, has submitted a bid agreeing to provide the requested services, and states that it is qualified, willing and able to provide the products and perform all such services required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, 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 and products to be provided under this Agreement; and,

WHEREAS, Provider has been selected to provide the services and products described below as the result of a competitive selection process by Authority in accord with applicable Florida statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the Parties agree as follows:

1.0 RECITALS

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

2.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services and provide the products set out in Part C of RFB 21-31, pages 17-19, entitled "Scope of Services", which is merged into and incorporated by reference as part of this Agreement ("**Scope of Services**"). Provider agrees to perform in strict accordance with the Scope of Services.

No services may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services or elsewhere in RFB 21-31.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE

The terms of RFB 21-31, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of RFB 21-31 and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The Parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to perform the required services and provide the products under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue until project is deemed complete by the Authority.

5.0 LICENSES

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 Provider.

6.0 PERSONNEL

Provider agrees that when the services and products 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 and products to be provided under this Agreement will be performed and delivered by Provider's own staff or by persons selected by Provider to perform the services and provide the products required, according to the processes outlined in the Scope of Services, unless agreed in advance by the Authority.

7.0 STANDARDS OF SERVICE

Provider agrees to provide all products 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 and products to be provided by the Provider.

8.0 COMPENSATION AND PAYMENT SCHEDULE

8.1 The Authority will pay Provider for all requested and authorized services and products in accordance with the terms of this Agreement and the Scope of Services, based on the pricing and compensation terms described in the Scope of Services, Section C.06.

8.2 Provider will submit invoices to the Authority according to the Scope of Services. The monthly invoice will cover services rendered and completed and products delivered and installed during the preceding payment period. Provider will submit the invoices to the Authority's Finance Department. Provider's invoice(s) must be itemized to correspond to the basis of compensation as set forth in this Agreement, as may be amended, and the Scope of Services. Invoices will include an itemized description of the project, the amount of time expended, and a description of the services and products provided. **Provider's failure to follow these instructions may result in an unavoidable delay of payment by the Authority; however, such delay in payment will not be considered a violation of the Authority's obligations under the Agreement.**

8.3 PAYMENT SCHEDULE - The Authority will issue payment to the Provider within thirty (30) calendar days after acceptance of the services and products and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority will notify Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority will withhold the disputed amount and make payment to Provider of all amounts not in dispute. The Parties agree to negotiate informally regarding any disputed amount.

8.4 TRAVEL/DIRECT COSTS - Provider may invoice Authority for the actual cost of express mail, printing, long distance telephone and other direct cost approved by

the Authority in advance and in writing. In addition, Provider may be reimbursed for travel expenses incurred on Authority's behalf that comply with Section 112.061, Florida Statutes, and that have been approved by Authority in advance and in writing.

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 and products 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 will be accepted by Provider on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

10.0 FAILURE TO PERFORM

If Provider fails to commence, provide, perform and/or complete any of the services or products or any 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 Provider, not to exceed the amount of the compensation for the work in dispute, until such time as Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement and the Scope of Services.

11.0 INDEMNIFICATION AND HOLD HARMLESS

Provider agrees to be liable for, and will 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 Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement.

12.0 AUTHORITY'S REPRESENTATIVE

The Port Authority Police Department, and/or the Authority Purchasing Manager, will administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes. These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical airport operating facilities or other information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.071(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by the Authority or Lee County from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security and Firesafety Systems** - Section 281.301, Florida Statutes, exempts information relating to the security or firesafety systems for any property owned by or leased to the Authority and any information relating to the security or firesafety systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings or portions thereof relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

As used in this paragraph, the term "**security or firesafety system plan**" also includes threat assessments, threat response plans, emergency evacuation plans, shelter arrangements, security manuals, emergency equipment, and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction to provide, any confidential or exempt information concerning the services to be rendered by Provider under this Agreement. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

14.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS

Provider specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and will:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; [http://www.flylcpa/public records](http://www.flylcpa/publicrecords).

15.0 AIRPORT SECURITY REQUIREMENTS

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

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

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will notify the Airports Police Department that Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will surrender any Airport Security Identification Badge held by Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, Provider will be assessed a fee of One Hundred Dollars (\$100.00) per identification badge not returned. This fee will be billed to Provider or deducted from any money owing to Provider, at the Authority's discretion.

16.0 INSURANCE

During the term of this Agreement, Provider will provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described in RFB 21-31 and as stated in this Agreement. Promptly after execution of this Agreement by the Parties, Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider will immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the State of Florida.

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

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

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

No work will commence, or any products be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

16.1. INSURANCE REQUIRED (Types and Limits)

Before starting and until acceptance of goods or services by Authority, Provider will procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.5, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name Authority as an additional insured and will contain the severability of interests provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

Commercial General Liability, including premises, operations, airside automobile, bodily injury, personal injury, property damage, and contractual liability, with a minimum combined single limit of \$1 million, and products-completed operations, with a minimum limit of \$2 million aggregate. Coverage must include the following: All premises and operations, products- completed operations, independent contractors, separation of insured, defense and contractual liability.

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 a combined single limit 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.**

The successful Bidder must resolve all claims arising out of any incident or **accident during the performance of the "work" or operations performed that involve property damage and/or injury.**

Additional Insured

The 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 Bidder 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, the successful Bidder will furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the successful Bidder's ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida. Please send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com.

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

Policy on Request

If requested in writing by the Authority, the successful Bidder will provide the Authority with a certified copy of all applicable insurance policies required by this RFB and any agreement entered into with the Authority.

Change in coverage

The successful Bidder is required to provide a minimum of thirty (30) days written notice to the Authority Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage required herein. All such notices will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL, 33913. If the successful Bidder fails to provide the requisite notice, the Authority may terminate any agreement(s) 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.

Before starting and until acceptance of goods or services by Authority, Provider will procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.5, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name Authority as an additional insured and will contain the severability of interests provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

Failure to Maintain Insurance

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

17.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Provider may not assign or transfer any of its rights, benefits or obligations under the Agreement without prior written approval of the Authority. Provider will 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 Provider's performance of services and work under this Agreement.

18.0 PROVIDER AN INDEPENDENT CONTRACTOR

Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nothing in this Agreement may be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

19.0 F.A.A. NON-DISCRIMINATION CLAUSE

Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it will not discriminate on the basis of race, color, national origin, sex, disability or other protected factor in the performance of this contract.

Provider will carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. **Provider's** failure 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 Authority deems appropriate.

20.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

In accordance with Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

21.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents, including but not limited to reports and other records and data relating to the services specifically prepared or developed by Provider under this Agreement, will be the property of Provider, until Provider has been paid for performing the services and work required to produce such documents.

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

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

22.0 MAINTENANCE OF RECORDS

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. All records and documentation will be retained by Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents will, 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 will be conducted only during **Provider's** normal business hours.

23.0 NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement or the incorporated documents will create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

24.0 GOVERNING LAW

This Agreement will 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 will be in the Circuit Court of Lee County, Florida. The prevailing party in any such suit or action will be entitled to recover its reasonable attorneys' fees and court costs, including any appeals.

25.0 PROHIBITED INTERESTS

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

26.0 LOBBYING CERTIFICATION

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

If any funds other than federal appropriated funds have been paid by the 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Authority will 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 will certify and disclose accordingly.

27.0 COVENANTS AGAINST DISCRIMINATION

27.1 DBE POLICY. It is the policy of the U.S. Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, Provider will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

27.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, and the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

27.3 INCORPORATION OF PROVISIONS. Provider will include the provisions of paragraphs 27.1 and 27.2 in every subcontract, unless exempt by the above-stated federal regulations or federal directives. Provider will 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.

28.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Provider/Consultant must assure that "no person in the United States will 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.

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.

29.0 GENERAL CIVIL RIGHTS CLAUSE

Provider agrees to comply with pertinent federal and state statutes, regulations, executive orders and such rules as are promulgated to ensure that no person will be excluded from participating in any activity conducted with or benefiting from federal assistance on the grounds of race, creed, color, national origin, sex, age, disability or any other protected category.

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

30.0 E-VERIFY CLAUSE

Provider certifies that it has registered and is using the U.S. Department of Homeland Security’s E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. Provider further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

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

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

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

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

Compliance with the terms of this Section is made an express condition of this

Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

31.0 HEADINGS

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

32.0 ENTIRE AGREEMENT

This Agreement, including the referenced bid documents, constitutes the entire Agreement between the Parties and will supersede all prior agreements or understandings, written or oral, relating to the matters contained in the Agreement and incorporated bid documents.

33.0 NOTICES AND ADDRESS

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

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

INVERIS TRAINING SOLUTIONS, INC.
296 Brogdon Road
Suwanee, GA 30024
Attention: Robert Rivers, Director - Corporate Bids & Proposals

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

34.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or for cause, by giving thirty (30) calendar days written notice to Provider.

35.0 TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Provider is found to have submitted a false certification under Section

287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

36.0 WAIVER OF BREACH

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

37.0 SECURING AGREEMENT DISCLOSURE

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.

38.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the mutual agreement of the Parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by the Parties.

39.0 ACCEPTANCE

Acceptance of this Agreement will be indicated by the signature of the duly authorized representative of each party in the space provided.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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 of 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

INVERIS TRAINING SOLUTIONS, INC.
PROVIDER

in the presence of:

Dipali T. Shah
Witness

Amy Krebsbach
Authorized Signature for Provider

Dipali T. Shah
Witness

By: Amy Krebsbach
Printed Name

SEAL



Sr. Commercial Specialist
Title

05/11/2021

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 \$309,640 to provide support during the FAA commissioning period for the new Airport Traffic Control Tower/Terminal Radar Approach Control facility at the Southwest Florida International Airport; and authorize a revised Total Project Budget in the amount of \$81,111,267.
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 420652-1-94-04 and Passenger Facility Charges, Account No. 21845041234.506510.70
3. **TERM:** 1 year
4. **WHAT ACTION ACCOMPLISHES:** Provides for project oversight and FAA coordination of the new ATCT/TRACON facility during the commissioning phase by FAA.

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

6. **ASMC MEETING DATE:** 6/15/2021

7. **BoPC MEETING DATE:** 6/24/2021

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

The construction of the new Airport Traffic Control Tower (ATCT) and Terminal Radar Approach Control (TRACON) facility located midfield, between the existing runway 6-24 and the future parallel runway 6R-24L, is being completed later this year. Once construction is completed, the Federal Aviation Administration (FAA) will begin its 1-year commissioning effort needed to make the new facility operational.

To assist the Federal Aviation Administration (FAA), the Port Authority staff has negotiated a contract with AECOM to act as the LCPA's liaison and provide the required oversight during the commissioning phase which begins after completion of the construction by the CM/GC and the certificate of occupancy is obtained. AECOM's services during this phase entail coordination between entities (FAA, LCPA, permit agencies), daily site monitoring, oversight and warranty support/coordination, monitoring of requirements and responsibilities identified in the Board approved FAA Reimbursable Agreement and contracts, provide design & construction historical knowledge, monitor the Reimbursable Agreement budget and quarterly FAA Statement of Account, monitoring compliance of different permit requirements, attendance of in-person and virtual meetings as required, and reporting on commissioning status to LCPA monthly. Total AECOM's fees for this effort equal \$309,640.

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. Crank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

In addition, the Board approved Total Project Budget is requested to be increased to cover the following anticipated expenses:

Previously approved Total Project Budget	\$ 80,163,694
Commissioning Support:	
A&E Support	\$ 309,640
CM/GC Maintenance & Support	\$ 88,327
Utilities Allowance	\$ 250,000
Commissioning Contingency	\$ 64,800
TOTAL COMMISSIONING SUPPORT	\$ 712,767
Existing ATCT demolition design phase:	
A&E/Design & Permitting	\$ 137,435
CM/GC Pre-construction	\$ 75,971
Design Contingency	\$ 21,400
TOTAL DESIGN DEMOLITION DESIGN	\$ 234,806
Total New Project Budget	\$ 81,111,267

All fees were negotiated based on the man power needed to accomplish the scope of work, the hourly rates of individual consultants to be assigned to this project, and indirect expenses. As with all Port Authority Development contracts, all Contract Tasks are contingent on 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:

ATCT Construction Aerial (May 2021)
Revised Total Project Budget
Contract Amendment





Rev 5/26/2021

ESTIMATED TOTAL PROJECT BUDGET

ASMC Approved: _____

Board Approved: _____

Project Name: RSW Air Traffic Control Tower (ATCT) & Terminal

Project Description:

New Air Traffic Control Tower (ATCT) and Terminal Radar Approach Control Facility (TRACON) construction; FAA commissioning; old ATCT and TRACON demolition.

BUDGET SUMMARY:

Design/Permitting:

A&E/Design & Permitting	\$ 6,283,306
CM/GC Pre-construction	\$ 239,587
CM/GC Test Pile Installation	\$ 122,454
FAA Preliminary Design Reimbursable Agreement	\$ 12,541
FAA Design Phase Reimbursable Agreement	\$ 781,203
Environmental Permitting/Mitigation	\$ 494,223
TOTAL DESIGN/PERMITTING	\$ 7,933,314

Construction:

A&E/Construction Administration	\$ 3,755,440
CM/GC Construction	\$ 7,738,282
Subcontractor Construction	\$ 36,956,840
Procurement Allowance - Miscellaneous Metals	\$ 1,500,000
Procurement Allowance - Cab Glass	\$ 1,500,000
Construction Contingency	\$ 6,174,100
TOTAL CONSTRUCTION	\$ 57,624,662

FAA Commissioning:

FAA Equipment and Commissioning Reimbursable Agreement	\$ 14,605,718
TOTAL COMMISSIONING	\$ 14,605,718

Previously approved Total Project Budget **\$ 80,163,694**

Commissioning Support:

A&E Support	\$ 309,640
CM/GC Maintenance & Support	\$ 88,327
Utilities Allowance	\$ 250,000
Commissioning Contingency	\$ 64,800
TOTAL COMMISSIONING SUPPORT	\$ 712,767

Existing ATCT demolition design

A&E/Design & Permitting	\$ 137,435
CM/GC Pre-construction	\$ 75,971
Design Contingency	\$ 21,400
TOTAL DESIGN DEMOLITION DESIGN	\$ 234,806

Total New Project Budget **\$ 81,111,267.00**

* All project costs shall be expanded below the Board approved Total Project Budget. Any costs over the Board approved Total Project Budget must be approved by the Board.

CA No. 151

Vendor No. 406332

Contract No. 3914/4851/6095

Effective Date _____

**LEE COUNTY PORT AUTHORITY
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.** All the covenants, terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW ATCT/TRACON – Commissioning Oversight Project Management Services

(1) Reasons for Amendment:

- | | | | |
|-------------------------------------|----------------------------|--------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | Programmed CIP Project(s) | <input type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____
 _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

AECOM Technical Services, Inc. CM/GC ACCEPTANCE

Joe Glowacki 

LCPA Project Manager Recommendation (If Applicable)

N/A

#420652-19404

FDOT: _____

FDOT Representative

FAA: N/A

FAA Representative

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

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: N/A
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 151

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
None				

Task 15 – ATCT/TRACON Commissioning Oversight Project Management Services

I. OBJECTIVE

AECOM has been tasked by the Lee County Port Authority (LCPA) with providing PROJECT MANAGEMENT (PM) services for the Air Traffic Control Tower (ATCT) Project.

As part of the progression of the ATCT project, AECOM has been requested to provide FAA Commissioning Oversight PM Support Services for the ATCT/TRACON project.

II. DESCRIPTION

AECOM will act as the LCPA's liaison to provide PM oversight during the FAA's commissioning phase which begins after completion of the construction project by the CM/GC to aid in safeguarding the remaining funding balance in the Reimbursable Agreement (RA).

PM oversight during the FAA commissioning phase is expected to begin after construction receives a Certificate of Occupancy which will enable FAA to begin commissioning and is expected to last for 12 months.

III. BASIC SERVICES

AECOM will provide the following services:

- Coordination between entities (FAA, LCPA, permit agencies)
- Provide daily site monitoring
- Provide oversight and warranty support/coordination during commissioning
- Monitor requirements and responsibilities identified in Reimbursable Agreement and contracts.
- Provide design & construction historical knowledge during commissioning.
- Monitor the RA budget and quarterly FAA Statement of Account
- Monitor compliance of DO/CO/permit requirements
- Attend in-person and virtual meetings as required
- Report Commissioning status to LCPA monthly.

IV. SCHEDULE

FAA Commissioning oversight is expected to last for 12 months.

V. SPECIAL CONDITIONS

A. Additional Services

The Consultant shall not perform any additional services without prior written consent of the LCPA. Any request for additional fees shall be submitted in writing to the LCPA Project Manager prior to any work performed. Any variance from the contracted scope will be considered additional services.

VI. FEE

The fee for this task is a lump sum amount. The fees include reimbursement for meetings and direct expenses.

TASK TOTAL LUMP SUM \$ 309,640.00

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 \$137,435.51 to perform design services associated with the demolition of the former Airport Traffic Control Tower/Terminal Radar Approach Control facility at the Southwest Florida International Airport.
2. **FUNDING SOURCE:** Florida Department of Transportation Grant 420652-1-94-04 and Passenger Facility Charges, Account No. 21845041234.506510.25
3. **TERM:** Five years
4. **WHAT ACTION ACCOMPLISHES:** Provides for design services for the demolition of former ATCT and TRACON facility.

5. **CATEGORY:** 10.
Consent Agenda

6. **ASMC MEETING DATE:** 6/15/2021

7. **BoPC MEETING DATE:** 6/24/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
 NAME Mark Fisher
 DIV. Development

10. **BACKGROUND:**

The construction of the new Airport Traffic Control Tower (ATCT) and Terminal Radar Approach Control (TRACON) facility located midfield, between the existing runway 6-24 and the future parallel runway 6R-24L, is being completed later this year. Construction of the new facility by the LCPA's contractor will be followed by the Federal Aviation Administration's (FAA) commissioning required to make the new facility operational. The new operational facility will replace the existing one on the north side of the airport (see attached aerial image). The Memorandum of Agreement executed by FAA and LCPA in July 2014 outlined the expectations, roles, and responsibilities for the new facility and also included the requirement to decommission and demolish the existing ATCT/TRACON facility once the new facility is operational.

In order to meet the FAA agreement requirements, a design for the demolition and site remediation is needed. Port Authority staff has negotiated a contract with the AECOM team to provide 100% design plans and specifications for the demolition of the old ATCT/TRACON buildings and site remediation. Total design fees for this effort equal \$137,435.51 and AECOM has been successful in achieving 12.91% WMBE/DBE participation.

All fees were negotiated based on the manpower needed to accomplish the scope of work, the hourly rates of individual consultants to be assigned to this project, and indirect expenses, and were not derived using any percentages of the construction cost. As with all Port Authority Development contracts, all Contract Tasks are contingent on the issuance

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. Crank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

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:

Aerial - Former & New ATCT/TRACON Facilities
Contract Amendment



Old
ATCT/TRACON
facility

New
ATCT/TRACON
facility

RSW Southwest Florida International Airport

CA No. 152

Vendor No. 406332
Contract No. 3914/4851/6095

Effective Date _____

**LEE COUNTY PORT AUTHORITY
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. **No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.** All the covenants, terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW ATCT/TRACON – Demolition Design / Bidding Services

(1) Reasons for Amendment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Programmed CIP Project(s) | <input type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

AECOM Technical Services, Inc. _____ CM/GC ACCEPTANCE

Joe Glowacki _____ 

LCPA Project Manager Recommendation (If Applicable) _____

_____ N/A

#420652-19404

FDOT: _____

FDOT Representative

FAA: _____ N/A

FAA Representative

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

Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____ N/A
Executive Director or Designee

Board Item By: _____
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 152

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
Design	Pond and Company 4902 Eisenhower Blvd. Ste. 207 Tampa, FL 33634	\$93,718.19	No	

Task 15 – Existing ATCT/TRACON Demolition Design / Bidding Services

I. OBJECTIVE

AECOM has been tasked by the Lee County Port Authority (LCPA) with providing PROJECT DESIGN AND PROJECT MANAGER (PM) services for the Air Traffic Control Tower (ATCT) Project.

As part of the progression of the ATCT project, AECOM has been requested to provide Design and Bidding Services for the Demolition of the Existing ATCT/TRACON facility.

II. DESCRIPTION

AECOM, Pond and design subconsultants will provide design and bidding services to support the demolition of the existing ATCT / TRACON facilities. Design will include the complete demolition and removal of the existing ATCT and TRACON building (including removal of foundations); shut off and removal of all utilities on the site and capping back to the nearest property boundary; relocate power and communication feeds to the ASOS; research and identify requirements for the removal of any underground tanks (septic, fuel, etc.); and leveling/grading of the site to drain, providing a level grade for future use.

III. BASIC SERVICES

Design and Bidding

AECOM will provide the following Design and Bidding services:

- Coordination between entities A/E, LCPA, FAA, CM/GC, FDOT & utility companies during design and bidding
- Obtain record drawing / as-built information pertaining to the existing ATCT/TRACON for use by the design team.
- Oversee and manage the design team to fulfill the design/bidding scope of services
- Assist in reviewing construction bids received thru the CM/GC and make a recommendation of award to LCPA.
- Monitor overall project schedule and budget.
- Attend design and agency meetings, as required

Pond and subconsultants will provide complete design and bidding as summarized here:

- Pond will oversee all design efforts related to the development of the demolition bid documents
- Provide a 50% and 95% review set of documents to allow LCPA to review and comment; along with the final 100% documents for the CM/GC to bid.

- Provide support to LCPA, CM/GC and PM during bidding to respond to RFI's and issue addenda as needed.
- Home office administration support
- Participate in project and design meetings
- Primary subconsultant responsibilities: Volt (DBE) – M/P/FP demo plans; OCI – site electrical / comm demo and ASOS reconnection; Avalon – all civil / site demo and regrading plans; EF Gaines (DBE) – topo / existing condition survey

Professional services included in this task includes:

- Survey
- Utility Locates, as needed

IV. SCHEDULE

The design services (development of bid documents) are expected to be completed in 6 months.

V. SPECIAL CONDITIONS

A. Assumptions

Permit fees are not included in this proposal. It is assumed that the CM/GC will be responsible for obtaining and paying for all utility disconnect and demo related permit fees.

B. Additional Services

The Consultant shall not perform any additional services without prior written consent of the LCPA. Any request for additional fees shall be submitted in writing to the LCPA Project Manager prior to any work performed. Any variance from the contracted scope will be considered additional services.

VI. FEE

The fee for this task is a lump sum amount. The fees include reimbursement for meetings, direct expenses, postage, and delivery.

Design & Bidding TOTAL LUMP SUM \$ 137,435.51

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board rank proposals received for RFP 21-05MLW Aircraft Administrative and Flight Services.</p> <p>2. FUNDING SOURCE: Acct. WJ5100041200.503490</p> <p>3. TERM: Five (5) years</p> <p>4. WHAT ACTION ACCOMPLISHES: Competitively selects a firm to provide aircraft administrative and flight services for the Lee County Port Authority's aircraft.</p>	<p>5. CATEGORY: 11. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/15/21</p> <p>7. BoPC MEETING DATE: 6/24/2021</p>
--	---

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

10. BACKGROUND:

The Lee County Port Authority (LCPA) is in need of services for a qualified and experienced firm to provide flight services related to the LCPA's Piper Navajo aircraft and to perform certain related administrative services to ensure FAA compliance, aircraft airworthiness and other specified administrative tasks. The previously competitively selected existing contract, currently held by Brown Aviation LLC, expired December 31, 2019 and has since continued on a month-to-month basis. Historically, these services cost approximately \$35,000 - \$50,000 per year, depending on the requested use of the aircraft.

On February 23, 2021, LCPA advertised Request for Proposals (RFP) 21-05MLW, Aircraft Administrative and Flight Services. The Request for Proposals calls for a five-year contract. The advertisement appeared on IonWave (the LCPA procurement portal), and online with Airports Council International, Florida Airports Council and Airport Minority Advisory Council, as well as the LCPA website. A non-mandatory pre-proposal meeting was held on March 11, 2021 at Base Operations at Page Field to more specifically discuss the services related to this RFP and to answer any questions from potential proposers. The meeting was also available virtually via GoogleMeets. One (1) proposal was received on April 1, 2021, from the following company:

- Brown Aviation, LLC

A publicly noticed Staff Evaluation Committee Meeting was held on April 15, 2021, to review the proposal, solicit staff comments and to prepare recommendations for consideration by the Airports Special Management Committee (ASMC). To assist the ASMC in their evaluation staff has prepared the attached information summarizing the sole response to the RFP. The Staff Evaluation Committee found that Brown Aviation, LLC, the single proposing firm, was well qualified and

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. Crank</i>	<i>Benjamin R. Siegel</i>

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

Background (continued)

capable to perform the requested services. Therefore, staff recommends the ASMC rank Brown Aviation, LLC as the top ranked firm and authorize staff to proceed with contract negotiations with the awarded firm.

At the June 15, 2021 meeting, the ASMC ranked Brown Aviation, LLC as the top firm. Therefore, staff requests the Board concur with the ASMC ranking and authorized staff to proceed with contract negotiations.

Attachments:

1. Staff Summary
2. Brown Aviation Proposal
3. RFP 21-05MLW
4. Addendum 1

STAFF EVALUATION COMMITTEE REVIEW OF RFPs
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR LEE COUNTY PORT AUTHORITY – RFP – 21– 05 MLW
APRIL 15, 2021

Brown Aviation LLC

1. Minimum Qualifications
 - a) Meets minimum qualifications
2. Executive Summary
 - a) Very good and detailed executive summary
 - b) Demonstrated understanding of scope and LCPA expectations
 - c) Highlighted safety as highest priority
3. Point of Contact - Captain Gary Brown
 - a) Owner and pilot for Brown Aviation
 - b) Over 35 years of aviation experience
 - c) Over 30,000 hours of flight time logged
4. Key Personnel and Flight Crew
 - a) Provided organizational chart, pilot certificates, medicals, and resumes
 - b) Provided four (4) pilots that exceed our minimum qualifications
 - c) All pilots have a significant number of total hours and all have experience flying a Navajo
5. Experience of the Proposer
 - a) Nine years of experience providing pilot and scheduling services, maintenance oversight, and other flight related services for clients
 - b) 22 months of experience providing aircraft administrative and flight services for LCPA
 - c) Listed three references
6. Maintenance Oversight Experience
 - a) Has provided maintenance oversight services and navigational database oversight for customers at Page Field since 2012
 - b) Has an existing working relationship with the maintenance providers at Page Field
 - c) Aircraft Maintenance Coordinator is intimately knowledgeable with the maintenance history of N911PA

7. Conflict of Interest and Business Ethics Disclosure
 - a) Omitted conflict of interest statement - LCPA to follow up for clarification
 - b) All other elements adequately addressed
8. Training Plans
 - a) Captain Brown is highly qualified to conduct initial checkout and recurrent flight training both in the air and on the ground
 - b) Pilots receive initial checkout and qualification training, annual recurrent classroom and practical flight review training along with training received during monthly exercise flights
9. Reports
 - a) Provided a very detailed, well thought out sample report
10. Fee and Cost Proposal
 - a) Reasonable pricing considering expertise and LCPA staff time savings
11. Requested Forms / Certifications / Licenses
 - a) All included as attachments
12. Overall Proposal – Staff felt that this was the #1 proposal based on the following
 - a) Detailed and easy to read proposal
 - b) Expertise of company's staff members
 - c) Company's commitment to safety and regular training
 - d) Reasonable pricing
 - e) Incumbent provider since June 2019 with exemplary track record
 - f) Only proposal received
 - a. Further discussion revolved around why the Committee felt that only one proposal was received. The Committee agreed that given the fact that we were not offering up the Authority aircraft to be utilized on a charter (Part 135) certificate that it was probably deemed not worth the time and effort to some operators, combined with the fact that this is a very specialized scope of work with but a few potentially qualified local companies.



21-05MLW Addendum 1

Brown Aviation, LLC

Supplier Response

Event Information

Number: 21-05MLW Addendum 1
Title: Aircraft Administrative & Flight Services
Type: Request for Proposal
Issue Date: 3/2/2021
Deadline: 4/1/2021 02:00 PM (ET)
Notes: The Lee County Port Authority (referred to as "Owner" in this Part B - Scope of Services) is soliciting proposals from providers to perform aircraft operation, maintenance oversight and administrative services in accordance with the scope of services specified herein. The Authority intends to enter into an agreement for a term of 5 years starting December 1, 2021. The agreement will not contain renewals options.

Contact Information

Contact: Megan L. Wilson Purchasing Agent
Address: 11000 Terminal Access Rd
Suite 8671
Ft Myers, FL 33913
Phone: (239) 590-4558
Email: mlwilson@flylcpa.com

Brown Aviation, LLC Information

Address: 11821 Rosalinda Ct
Fort Myers, FL 33912
Phone: (239) 222-2994
Email: G.Brown737@yahoo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Gary Brown

Signature

Submitted at 3/31/2021 2:06:19 PM

g.brown737@yahoo.com

Email

Supplier Note

Please let us know if you don't get two files, one is the response and the second are the attachments to the response. Thank you Gary Brown

Requested Attachments

Submittal Package

RFP_21-05_brown_aviation_respnsse_03-31-21.pdf

Proposer's must upload their Submittal Package response.

Forms 1-4

RFP_21-05_brown_aviaton_attachments_03-31-21.pdf

Proposer's are to upload completed Forms 1-4.

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
For**

LEE COUNTY PORT AUTHORITY

Brown Aviation, LLC appreciates the opportunity to offer our credentials in response to the Authority's request for Aircraft Administrative & Flight Services. Brown Aviation is a local aviation firm offering contract pilot services to area businesses and private aircraft owners. Operating primarily from Page Field, Brown Aviation is part of the airport's general aviation community and familiar with the airport's operation.

For ease of review, we have arranged our response to the Authority's proposal according to Part C, Content and Organization of Proposal; paragraph C.02, Information to be Submitted. Should there be additional information or clarifications required by the Authority, Captain Gary Brown, owner of Brown Aviation, LLC is immediately available to provide any such information the Authority may require.

Section 1 – Minimum Qualifications

Brown Aviation, LLC is owned individually by Mr. Gary Brown, 11821 Rosalinda Court, Fort Myers, Florida 33912, and is registered with the state of Florida as a Limited Liability Corporation, Annual Report # L12000025201. The corporation is in good standing with the state of Florida with its most recent registration of January 14, 2021. A copy of the 2021 Florida Limited Liability Company Annual Report is included as Attachment 1.

Section 2 – Executive Summary

Brown Aviation, LLC has read the Authority's proposal for Aircraft Administrative & Flight Services and understands that the Authority is interested in securing services to oversee their 1968 Piper Navajo, PA31. It is understood that Proposer responsibilities will fall largely under Administrative and Pilot Services as outlined in the request for proposals.

Brown Aviation will provide Administrative Services, training and supervising flight crews assigned to the Authority's aircraft, oversee Authority directed aircraft maintenance, assist in producing pilot history reports, monitor applicable Federal Aviation Administration issues, produce and submit operational reports, provide an aircraft scheduling portal to the Authority, maintain an awareness and take actions necessary to ensure aircraft condition and readiness and provide aircraft operational and management advice as appropriate.

Pilot Services will be provided that meet Federal Aviation regulations and the Authority's requirements. Brown Aviation has available four qualified senior pilots that meet the Authority's requirements. Pilot training includes initial qualification, annual recurrent training and monthly local currency training when appropriate. All pilots are familiar with Brown Aviation training policies

and procedures and are annually reviewed and trained in emergency operations, cockpit resource management, and medical safety. Pilot resumes are included as Attachments 2, 7, 9 and 12.

Brown Aviation understands the requirement that the Authority maintain operational control of their aircraft. It is fully understood that the Authority will retain operational control and exclusive possession of their aircraft and that further the Authority has exclusive control of flight crew members and the initiation and termination of any such flights.

As in any aviation operation, safety is the highest priority for Brown Aviation and assigned pilots. In all cases, pilots will comply with Federal Aviation Regulations applicable to safe operations as well as industry accepted safe operating practices when providing pilot services to the Authority. Brown Aviation has an exemplary flight safety history as do the pilots that will be assigned to operate the Authority's aircraft. Brown Aviation recognizes the value and importance of recurrent training, flight currency and proficiently.

Brown Aviation understands the Authority's requirement to arrange and schedule aircraft maintenance, to follow-up on scheduled maintenance and to report maintenance repair status to the Authority. To manage this process, Brown Aviation has developed an Aircraft Maintenance Squawk and Log sheet that is used to track maintenance issues and intervals. This document would be kept with the aircraft at all times, which allows consistent maintenance tracking for Authority staff and company pilots. A copy of this form is included as Attachment 17. Brown Aviation will coordinate with the Authority's directed maintenance provider to assure complete records and timely completion of the Authority's request. In addition, Brown Aviation will review any such maintenance work orders or invoices to assure work competition and transmit those documents to the Authority.

Brown Aviation recognizes the importance of exercising the Authority's aircraft during such times the Authority's aircraft is not in use. As such, upon Authority's approval will conduct a maintenance test flight as appropriate reporting test flight findings to the Authority. Brown Aviation has the resources to exercise the Authority's aircraft during periods of inactivity. In addition, Brown Aviation will ensure aircraft readiness providing Authority obtained navigational update services for the aircraft.

Brown Aviation understands the Authority's requirement to provide aircraft scheduling and intends to use their web based request and scheduling portal to meet this requirement. The Authority will be provided with individual access to the portal to request essential flight details for the Authority travel. Brown Aviation will maintain a flight manifest for each flight recording specific flight information such as pilot assigned, passengers on board, departure and destination airports and times, flight times and whether related flight expenses are incurred. The Flight Record form is included as Attachment 16. Brown Aviation will also arrange Authority requested aircraft catering, passenger ground transportation and any other such request the Authority may have to assure passenger transport and convenience.

Brown Aviation will provide operational reporting to the Authority that details aircraft maintenance, aircraft usage, compliance matters as they may become applicable to the Authority's operation, operational advice and recommendations concerning aircraft usage and maintenance or systems upgrades. A sample report is included as Attachment 15. Brown Aviation agrees to provide

an annual report that provides the Authority with a summary of aircraft operations and maintenance as well as a look ahead into potential aircraft maintenance issues or system upgrades during the upcoming year.

Brown Aviation has reviewed the Authority's proposal regarding Compensation for services provided and concurs with the Authority's intention to compensate the provider monthly for Administrative Services and as billed for Pilot Services and other assignments or task. We understand that Pilot services may include regular or safety pilot assignments, layover rates, flight related expenses and cancellation fees as appropriate. Other assignments may include maintenance flights, annual reporting, pilot histories, flight related reimbursable expenses and special research projects.

Brown Aviation intends to utilize the same insurance coverage arrangement that is now in place for our Aircraft Administrative and Flight Services Agreement dated June 1, 2019 and amended on January 14, 2020.

Section 3 – Point of Contact

Brown Aviation, LLC Point of Contact is as follows:

Captain Gary Brown, Owner
11821 Rosalinda Court
Fort Myers, Florida 33912
(239) 222-2994
g.brown737@yahoo.com

Section 4 – Key Personnel and Flight Crew

Organizational Chart – Attachment 4

Brown Aviation Personnel – Attachments 2 and 3

Company Officials

Captain Gary Brown – Company Owner & Pilot

Ms. Pamela Brown – Administrative Oversight, Accounts Payable & Receivable

Above personnel are located at

11821 Rosalinda Court
Fort Myers, Florida 33912
(239) 222-2994

Contract Pilots

Captain Jim Cawthard – Airline Transport Pilot - 8,000+ Flight Hours

Captain Marc Miller – Commercial, Instrument rated Pilot – 3,000+ Flight Hours

Captain Peter Modys – Airline Transport Pilot – 4,000+ Flight Hours

Pilot Certificates, Medicals & Resumes – Included as Attachments 5 through 14

Captain Gary Brown

Total Hours Logged – Civilian and Military

<u>Aircraft</u>	<u>Total</u>	<u>Land</u>	Piston			<u>Jet</u>	
			<u>Sea</u>	<u>Amphib</u>	<u>Turboprop</u>		
S-Engine Fixed	3,806	3,806	0	0	0	0	
M-Engine Fixed	28,049	28,049	0	0	4,115	19,994	
Rotor Wing	0	0	0	0	0	0	
<u>Make & Model</u>	<u>Total</u>	Total Logged Hours			Time Second-in-Command		
		<u>90 days</u>	<u>12 Mnths</u>	<u>Total</u>	<u>90 Days</u>	<u>12 Mnths</u>	
Navajo PA31	1,049	25	66	0	0	0	

Captain Jim Cawthard

Total Hours Logged – Civilian and Military

<u>Aircraft</u>	<u>Total</u>	<u>Land</u>	Piston			<u>Jet</u>	
			<u>Sea</u>	<u>Amphib</u>	<u>Turboprop</u>		
S-Engine Fixed	1,385	1,385	0	0	0	0	
M-Engine Fixed	6,720	0	0	0	1,600	0	
Rotor Wing	0	0	0	0	0	0	
<u>Make & Model</u>	<u>Total</u>	Total Logged Hours			Time Second-in-Command		
		<u>90 days</u>	<u>12 Mnths</u>	<u>Total</u>	<u>90 Days</u>	<u>12 Mnths</u>	
Navajo PA31	2,230	6	25	0	0	0	

Captain Marc Miller

Total Hours Logged – Civilian and Military

<u>Aircraft</u>	<u>Total</u>	<u>Land</u>	Piston			<u>Jet</u>	
			<u>Sea</u>	<u>Amphib</u>	<u>Turboprop</u>		
S-Engine Fixed	568	552	14	0	0	2	
M-Engine Fixed	2,505	2,505	0	0	3	0	
Rotor Wing	0	0	0	0	0	0	
<u>Make & Model</u>	<u>Total</u>	Total Logged Hours			Time Second-in-Command		
		<u>90 days</u>	<u>12 Mnths</u>	<u>Total</u>	<u>90 Days</u>	<u>12 Mnths</u>	
Navajo PA31	346	8	23	0	0	0	

Captain Peter Modys

Total Hours Logged – Civilian and Military

<u>Aircraft</u>	<u>Total</u>	<u>Land</u>	Piston			<u>Jet</u>	
			<u>Sea</u>	<u>Amphib</u>	<u>Turboprop</u>		
S-Engine Fixed	1,790	1,780	0	10	0	0	
M-Engine Fixed	2,292	2,292	0	0	151	0	
Rotor Wing	2	2	0	0	0	1	
<u>Make & Model</u>	<u>Total</u>	Total Logged Hours			Time Second-in-Command		
		<u>90 days</u>	<u>12 Mnths</u>	<u>Total</u>	<u>90 Days</u>	<u>12 Mnths</u>	
Navajo PA31	1,763	7	43	0	0	0	

Section 5 – Experience of the Proposer

Captain Brown retired from Continental Airlines in November 2009 after 25 years of flying service. During his tenure at Continental, Captain Brown flew as Captain on the Boeing 727, 737 and 777 aircraft. He also was selected by the airline to provide initial in-flight training to new Continental Captains and First Officers after their completion of simulator training. Prior to this, Captain Brown gained valuable experience flying for Rocky Mountain and Pioneer Airlines in the Colorado Mountains region. Captain Brown was also selected by these airlines to serve as a training Captain. Prior to his commercial airline service career, Captain Brown served as Captain and Director of Operations for Aero Executive Charters in Denver, Colorado flying 300 and 400 series Cessna aircraft.

Captain Brown is a Federal Aviation Administration Certified Airline Transport Pilot, Flight Instructor & Instrument Airplane, Multi-Engine Airplane Instructor, and a Certified Ground Instructor.

Brown Aviation, LLC was formed in January 2012 by Captain Gary Brown to provide professional pilot services for corporate and private aircraft owners throughout Southwest Florida, especially serving Lee County-based clients out of Page Field. Since that time, Brown Aviation has served several customers based at the Page Field airport. Key customers are provided below:

Lee County Port Authority - Brown Aviation has provided pilot services to the Lee County Port Authority since June, 2017. The Port Authority currently owns and operates a 1968 Piper Navajo, Panther Conversion. Brown Aviation provides pilot and scheduling services, maintenance oversight and other flight related services such as destination coordination and aircraft readiness.

Lee County Port Authority Contact
Mr. Scott Sheets, Director Page Field
239-590-6603
scsheets@lcpa.com

Consolidated Citrus, LP – Brown Aviation has provided pilot services to Consolidated Citrus since January, 2012. This company currently operates a 1981 Piper Navajo, Panther Conversion that is very similar to the Authority's aircraft. Brown Aviation provides pilot and scheduling services, maintenance oversight and other flight related services including destination coordination.

Consolidated Citrus Contact
Mr. Dixie Sharpe, State Wide Scheduler
239-253-2166
dsharp@cclpcitrus.com

Captain Craig Gnagey– Served as required flight crew member, Second-In-Command, SIC for company Learjet LR45 and Citation CE550 based at Page Field.

Captain Craig Gnagey
941-704-1677
citpilot@comcast.net

Section 6 – Maintenance Oversight Experience

Brown Aviation has provided maintenance oversight, FAA regulation compliance/monitoring, aircraft operational advice and recommendations and navigational database oversight and updates for the Lee County Port Authority's aircraft since June, 2017.

In addition, Brown Aviation has provided the maintenance oversight services and navigational database oversight for Consolidated Citrus's Navajo since January 2012.

Captain Brown has owned two aircraft between 1993 and 2002. As an aircraft owner, maintenance oversight is fundamental to ensuring airworthiness and readiness of flight. Accordingly, Captain Brown gained valuable experience over this 9 year period managing the certification, maintenance and operation of these aircraft.

Section 7 – Conflict of Interest and Business Ethics Disclosure

There are no circumstances where Brown Aviation, LLC or any officer, partner, major shareholder or other party is currently being investigated by a governmental, administrative or law enforcement entity or agency. There are no adverse decisions against Brown Aviation, LLC or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.

Section 8 – Training Plans

Captain Gary Brown conducts initial checkout and qualification training for all pilots that are authorized to provide pilot services on behalf of Brown Aviation, LLC. Annual recurrent training is conducted which includes classroom instruction covering aircraft systems, operations and emergency procedures. Practical flight review is also conducted using appropriate aircraft. Pilots must demonstrate aircraft control skills, aircraft systems knowledge and proficiency and satisfactory Aeronautical Decision Making Skills both in visual and instrument or simulated instrument conditions and proper execution and management of emergency operations.

In addition, each contract pilot is required to meet the Recent Flight Experience, Pilot in Command of 14 CFR, Part 61.57, defining general experience, night experience, instrument experience and instrument proficiency.

Brown Aviation supplements the above requirements through the monthly exercise of customer aircraft. These flight regimes include the operational requirements listed above further enhancing pilot proficiency.

Section 9 –Report

Brown Aviation has included as Attachment 15 a Monthly Operational Report that was completed for the Authority in January 2021 covering aircraft operations for the period January 1, 2021 through January 31, 2021. Brown Aviation proposes to utilize this report format and contents for the required Monthly and Annual Reports requested by the Authority in this proposal.

Section 10 – Fee and Cost Proposal

Service Fees for Admin Services	Unit Cost
Aircraft maintenance oversight	\$ <u>420.00</u> /mo.
Aircraft scheduling and dispatch	\$ <u>240.00</u> /mo.
Monitoring FAA regulation/compliance issues	\$ <u>120.00</u> /mo.
Providing monthly aircraft operational report	\$ <u>360.00</u> /mo.
Providing aircraft operational advice and recommendations	\$ <u>240.00</u> /mo.
Providing navigational database oversight and updates	\$ <u>180.00</u> /mo.

Service Fees for Pilot Services	Unit Cost
Pilot In Command (PIC) - scheduled flights in Owner’s aircraft.	\$ <u>500.00</u> /day.
Safety Pilot (when required) scheduled flights in Owner’s aircraft	\$ <u>350.00</u> /day
Layover – PIC	\$ <u>500.00</u> /day
Layover – Safety pilot	\$ <u>350.00</u> /day
Cancellation rate (shall apply only to Owner cancellations occurring within 24 hours of scheduled departure). The price for cancellation rate shall be no more than 50% of the PIC.	\$ <u>250.00</u> /day

Other Fees	Unit Cost
Maintenance Test Flight / Exercising & Inspecting Aircraft during Times of Inactivity (5 Hour Minimum)	\$85.00 /hour
Annual Fiscal Year Cumulative Summary of Operations Report	\$420.00 /Lump Sum
Report detailing pilot current and flight history data for insurance purposes	\$240.00 /Lump Sum
Aircraft Special Research Assignments	\$85.00 /hour

Attachments

- Attachment 1 - Brown Aviation Florida Limited Liability Report - 2021
- Attachment 2 - Gary Brown, Resume
- Attachment 3 - Pamela Brown, Resume
- Attachment 4 - Brown Aviation, LLC – Organizational Chart
- Attachment 5 - Brown - Certificates
- Attachment 6 - Brown - Medical
- Attachment 7 - Cawthard - Resume
- Attachment 8 - Cawthard - Certificates & Medical
- Attachment 9 - Miller - Resume
- Attachment 10 - Miller - Certificates
- Attachment 11 - Miller - Medical
- Attachment 12 - Modys - Resume
- Attachment 13 - Modys - Certificates
- Attachment 14 - Modys - Medical
- Attachment 15 - Operational Report - Sample
- Attachment 16 - Flight Log Form - Sample
- Attachment 17 - Maintenance Log Form - Sample
- Attachment 18 - Form 1 Proposer’s Certification
- Attachment 19 - Form 2 Lobbying Affidavit
- Attachment 20 - Form 3 Public Entity Crimes Certification
- Attachment 21 - Form 4 Scrutinized Companies Certification

List of Attachments

- Attachment 1 - Brown Aviation Florida Limited Liability Report - 2021
- Attachment 2 - Gary Brown, Resume
- Attachment 3 - Pamela Brown, Resume
- Attachment 4 - Brown Aviation, LLC – Organizational Chart
- Attachment 5 - Brown - Certificates
- Attachment 6 - Brown - Medical
- Attachment 7 - Cawthard - Resume
- Attachment 8 - Cawthard - Certificates and Medical
- Attachment 9 - Miller - Resume
- Attachment 10 - Miller - Certificates
- Attachment 11 - Miller - Medical
- Attachment 12 - Modys - Resume
- Attachment 13 - Modys - Certificates
- Attachment 14 - Modys - Medical
- Attachment 15 - Operational Report - Sample
- Attachment 16 - Flight Log Form - Sample
- Attachment 17 - Maintenance Log Form - Sample
- Attachment 18 - Form 1: Proposer's Certification
- Attachment 19 - Form 2: Lobbying Affidavit
- Attachment 20 - Form 3: Public Entity Crimes Certification
- Attachment 21 - Form 4: Scrutinized Companies Certification

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 1

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L12000025201

Entity Name: BROWN AVIATION LLC

Current Principal Place of Business:

11821 ROSALINDA CT.
FORT MYERS, FL 33912

Current Mailing Address:

11821 ROSALINDA CT.
FORT MYERS, FL 33912 US

FEI Number: 45-4618535

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BROWN, GARY
11821 ROSALINDA CT.
FORT MYERS, FL 33912 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title MGRM
Name BROWN, GARY
Address 11821 ROSALINDA CT.
City-State-Zip: FORT MYERS FL 33912

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GARY V. BROWN

MGRM

01/14/2021

_____ Electronic Signature of Signing Authorized Person(s) Detail

_____ Date

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 2

GARY V. BROWN
Brown Aviation, LLC
11821 Rosalinda Ct
Fort Myers, FL 33912

Home (239) 222-2994

G.Brown737@yahoo.com

OBJECTIVE: Providing Aircraft Administrative and Flight Services.

Certificates and ratings: Airline Transport Pilot with type ratings in Boeing 727, 737, 777, SIC Type Ratings in the Learjet 45, Citation 550, Metroliner III SA227 aircraft, and a Turbojet Flight Engineer Rating.
Certified Flight Instructor CFI, CFII, MEI and Ground Instructor.

Flight Time:

31, 854 hours Total Flight Time
28,048 hours Multi –Engine
3806 hours Single Engine
1048 in the PA-31 Navajo

Synopsis of flight experience:

In February 2012 I started Brown Aviation LLC to provide professional pilot service for Corporate and Private Aircraft owners in Fort Myers and in greater Southwest Florida. My initial and current client is Consolidated Citrus operating a Navajo PA-31. Additionally I have provided contract pilot service to various Fort Myers based aircraft owners including M. Dennis Sherman in his Citation 550 and LearJet 45 and Lee County Port Authority in their PA-31 Panther.

Airline- In November of 2009 I took an early retirement from Continental Airlines after a twenty five year career to spend more time working closer to my home. While working at Continental I flew as Captain on the Boeing 727, 737, and 777 aircraft and I provided initial in flight training to new Captains and First Officers after they completed simulator training.

Commuter Airline- I gained valuable experience flying in the Colorado Mountains in twin and four engine turboprop aircraft out of Denver, Colorado with Rocky Mountain Airways and Pioneer Airlines where I also provided pilot training in addition to flying as Captain.

General Aviation- Prior to my airline flying I served as Captain and director of Operation for Aero Executive Charters on Denver, Co.

Education: I completed two years in a professional pilot degree at Metropolitan College in Denver, Co.

Navajo Aircraft reference: Mr. Dixie Sharpe of Consolidated Citrus.

Citation / Learjet reference: Captain Craig Gnagey

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 3

Pamela K. Brown
Brown Aviation, LLC

Home: (239) 222-0693
Email: pkbrown5472@yahoo

11821 Rosalinda Ct
Fort Myers, FL 33912

OBJECTIVE: Providing Administrative Oversight, Accounts Payable and Receivable

Synopsis of Administrative Assistant:

Since 2012 I have provided accounting and bookkeeping for Brown Aviation LLC. by utilizing Quick Books. Brown Aviation LLC. provides professional pilot service for Corporate and Private Aircraft owners in Fort Myers and in greater Southwest Florida. My duties include invoicing clients, payments to our contract pilot group, filing year end 1099 pilot income documents, and maintaining the Brown Aviation, LLC. with the Florida Department of State Division of Corporations.

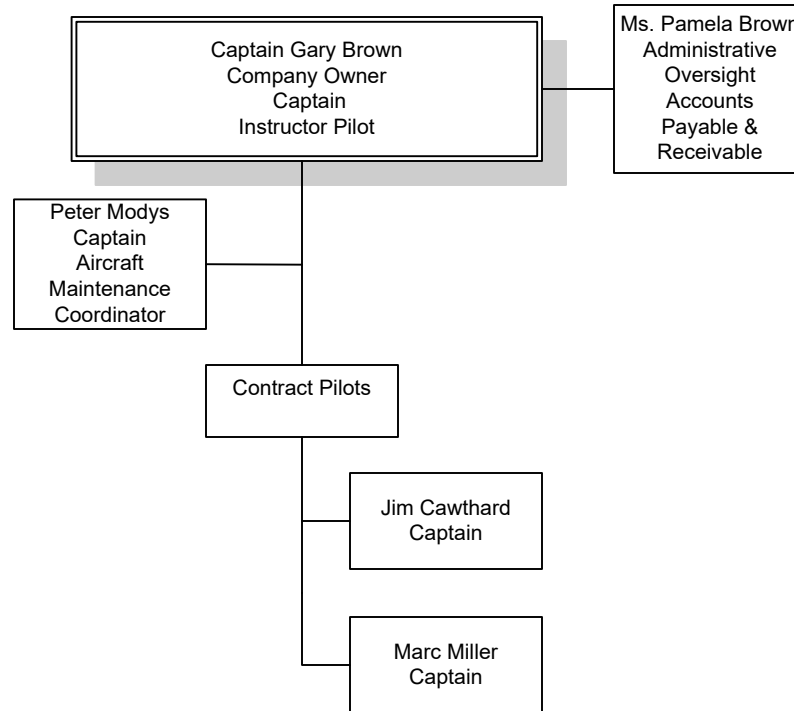
Previous employment was as an assistant supervisor for Shareholder Services Inc. under the Oppenheimer mutual funds in Colorado.

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 4

Brown Aviation, LLC

3/22/2021



**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 5

I UNITED STATES OF AMERICA XI
 DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
 GARY VON BROWN

V ADDRESS 11821 ROSALINDA CT
 FORT MYERS FL 33912-8998

VI NATIONALITY USA **SEX HEIGHT WEIGHT HAIR EYES**
 IVa D.O.B. 11 MAY 1950 M 69 198 BROWN BROWN

IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
 II **AIRLINE TRANSPORT PILOT**
 III **CERTIFICATE NUMBER** 3416098
 X **DATE OF ISSUE** 10 MAY 2017

VI *[Signature]*
VII ADMINISTRATOR



GARY VON BROWN **XII RATINGS** **3416098**

AIRLINE TRANSPORT PILOT
AIRPLANE MULTIENGINE LAND
 B-727; B-737; B-777; CE-560; LR-45; SA-227
COMMERCIAL PRIVILEGES
AIRPLANE SINGLE ENGINE LAND

XIII LIMITATIONS
ENGLISH PROFICIENT
 B-777 CRJ. APCL - VMC ONLY.
 CE-560 LR-45 SIC PRIVILEGES ONLY.

VI SIGNATURE OF HOLDER *[Signature]*



I UNITED STATES OF AMERICA XI
 DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
 GARY VON BROWN

V ADDRESS 11821 ROSALINDA CT
 FORT MYERS FL 33912-8998

VI NATIONALITY USA **SEX HEIGHT WEIGHT HAIR EYES**
 IVa D.O.B. 11 MAY 1950 M 69 192 BROWN BROWN

IX HAS BEEN FOUND PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
 II **FLIGHT INSTRUCTOR**
 III **CERTIFICATE NUMBER** 3416098CFI
 X **DATE OF ISSUE** 2 FEB 2020

VI *[Signature]*
VII ADMINISTRATOR





GARY VON BROWN **XII RATINGS** **3416098CFI**

FLIGHT INSTRUCTOR
AIRPLANE SINGLE AND MULTIENGINE; INSTRUMENT AIRPLANE
XIII LIMITATIONS
VALID ONLY WHEN ACCOMPANIED BY PILOT CERTIFICATE NO. 3416098. EXPIRES:
28 FEB 2022.

VII SIGNATURE OF HOLDER *[Signature]*

28 FEB 22

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 6

Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

This certifies that (Full name and address):

GARY von BROWN
11821 Rosalinda Ct
Fort Myers FL 33912 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
05/11/1950	69	185	BROWN	BROWN	M

has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Must wear corrective lenses for near and distant vision.

Limitations

Date of Examination 05/21/2020	Examiner's Designation No. 000021557
-----------------------------------	---

Examiner

Signature

Typed Name

PAUL KREEGEL, MD

AIRMAN'S SIGNATURE

Applicant ID: 1996309578

Control No.: 200009114608

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 7

James Cawthard
41421 Horseshoe Road
Punta Gorda, Florida, 33982
239-691-6146

**Highly experienced in many facets of aviation with 45 years of accident free experience.
Seeking part time pilot position for business or ferry flights.**

Certificates and Ratings

Airline Transport Pilot, airplane, multi-engine land
BA-3100, SD3, DC3-(DC3 SIC)
Commercial privileges, airplane single engine land
Class II Medical

Flight Time

8100 Hours Total time
6720 + hours Multi Engine
2200 + hours in PA-31 Navajo

Experience:

Part time pilot flying Navajos, 2019 to present

23 + years Chief Pilot, Lee County Port Authority
1995-2019

1978-1995, Past experience as Part 135 pilot and operator, Part 121 pilot, including Chief Pilot,
Factory Demonstration pilot for Cessna and Piper Aircraft, contract survey pilot for US Fish and
Wildlife and US Forest Service.

BA, Sociology, SUNY at Buffalo
MBA, New Hampshire College

References upon request

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 8



UNITED STATES OF AMERICA
 Department of Transportation
 Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

This certifies that *(Full name and address)*:
 JAMES William CAWTHARD
 41421 Horseshoe Road
 Punta Gorda FL 33982 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
06/17/1952	68	210	BALD	HAZEL	M

has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Limitations
 Must wear corrective lenses.

Examiner	Date of Examination 03/11/2021	Examiner's Designation No. 000014061
	Signature 	
	Type of Name AHMET O GURSOY, MD	
	AIRMAN'S SIGNATURE 	
	Applicant ID: 1995048605	Control No.: 200009461034

FAA Form 8500-9 (3-12) Supersedes Previous Edition NSN: 0052-00-670-7002

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 9

4558 Pinehurst Greens Ct
Estero, FL 33928

Marc Miller

612-889-9780
mcm3m@comcast.net

OBJECTIVE **Highly motivated individual seeking part time Contract Pilot position for individual, business or ferry flights**

CERTIFICATES & RATINGS **Commercial Pilot, Instrument Rated Single and Multi-Engine Land**
Private Pilot Single Engine Sea
Medical: Class II

FLIGHT TIME **3065 hrs Total Time (530 hrs. last 24 mos.)**
Experience includes Part 135 hr requirements for piston AC
2500+ hrs Multi-Engine
2000+ hrs Cross-Country
345+ hrs PA31-350 Navajo; 2075+ PA27 Aztec; 50+ C414/421

EXPERIENCE **Corporate Pilot, Part 91**
PIC for two clients in SWFL flying their executives and employees to/from scheduled appointments
2013 – Present

Aircraft Commander, US Coast Guard Auxiliary
November, 2014 - Present

Command Pilot, Angel Flight Southeast and Central
Multiple (100+) cross country flights transporting patients to and from scheduled medical appointments. Major airports used include MIA, TPA, TLH, GNV, SRQ, MSP, RST, PIA, DSM, OSH, OMA
2012 – Present

Manufacturing Operations – 3M Company
Successful 37 year career in manufacturing to support global operations. Extensive experience working with Sr. Executives to help them accomplish their objectives.
1971 - 2008

EDUCATION **BA Business & Accounting, Metropolitan State University**

REFERENCES **Gary Brown, 777 Captain, retired; Others available upon request**

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 10

I **UNITED STATES OF AMERICA** XI
DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
MARC CURTIS MILLER

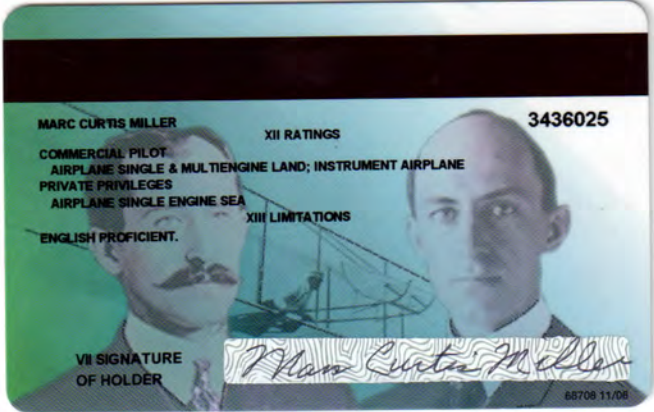
V ADDRESS 4558 PINEHURST GREENS CT
ESTERO FL 33928-5910

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES
IVa D.O.B. 15 JUL 1953 M 72 230 BROWN BLUE

IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
II **COMMERCIAL PILOT**
III CERTIFICATE NUMBER **3436025**
X DATE OF ISSUE 17 JAN 2012

XIV *Marc Curtis Miller*
VIII ACTING ADMINISTRATOR





MARC CURTIS MILLER 3436025

XII RATINGS
COMMERCIAL PILOT
AIRPLANE SINGLE & MULTIENGINE LAND; INSTRUMENT AIRPLANE
PRIVATE PRIVILEGES
AIRPLANE SINGLE ENGINE SEA

XIII LIMITATIONS
ENGLISH PROFICIENT.

VII SIGNATURE
OF HOLDER *Marc Curtis Miller*

65708 11/08

The image shows a pilot license for Marc Curtis Miller. It features two portraits: a historical-style portrait of a man with a mustache on the left and a modern portrait of the same man on the right. The license is divided into sections for name and number, ratings, limitations, and signature. The background is light blue with a faint image of an airplane.

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 11

UNITED STATES OF AMERICA
Department of Transportation
Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

This certifies that *(Full name and address)*:

MARC CURTIS MILLER
4558 Pinehurst Greens Ct
Estero FL 33928 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
07/15/ 953	72	220	BLOND	BLUE	M

has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Limitations

Must wear corrective lenses for near and distant vision.

Date of Examination
11/24/2020

Examiner's Designation No.
000021557

Examiner

Signature

Typed Name

PAIGE KREEGEL, MD

AIRMAN'S SIGNATURE

Applicant ID: 1999949721

Control No.: 200009336250

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 12

Peter B. Modys, A.A.E.

2713 Eighth Avenue
Saint James City, Florida 33956
239-691-3435
pmodys@gmail.com

Professional Experience

Brown Aviation, LLC– May 2016 - Current

Contract Corporate Pilot, Part 91

- Provide Captain services for two Fort Myers Clients

Lee County Port Authority

Deputy Executive Director Aviation – October 1980 - Retired May 2016

- Oversaw aviation departments of Airport Operations, Airport Police, Airport Maintenance, Safety & Security, Contract Services, Aircraft Rescue & Firefighting and Page Field
- Operated and Piloted the Authority's PA31 – March 1991 – May 2016

Lee County Mosquito Control District

Pilot, Part Time – August 2011 to May 2016

- Qualified SIC – DC-3 & DC-3TP
- Qualified Captain – C90

Embry Riddle Aeronautical University

Aircraft Flight Instructor 1978-1980

- Provided primary and advanced aircraft flight instruction to University flight students

Pilot Qualifications

Airline Transport Pilot,

Certified Flight Instructor, Single & Multi-Engine Land

UAS Remote Pilot

4300 Hours, Total Time

2500 Hours, Multi-Engine

DC3TP SIC

Education and Professional Certifications

Embry Riddle Aeronautical University

Bachelor of Science – Aeronautical Science, December 1979

Accredited Airport Executive, A.A.E. – American Association of Airport Executives, May, 1996

References

Available upon request

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 13

3523696

XII RATINGS

XIII LIMITATIONS

PETER BACON MODYS
 AIRLINE TRANSPORT PILOT
 AIRPLANE MULTIEGINE LAND
 DC-3
 COMMERCIAL PRIVILEGES
 AIRPLANE SINGLE ENGINE LAND
 ENGLISH PROFICIENT
 DC-3 SIC PRIVILEGES ONLY

VII SIGNATURE
 OF HOLDER

68708 11/06



3523696CFI

XII RATINGS

XIII LIMITATIONS

PETER BACON MODYS
 FLIGHT INSTRUCTOR
 AIRPLANE SINGLE ENGINE
 VALID ONLY WHEN ACCOMPANIED BY PILOT CERTIFICATE NO. 3523696. EXPIRES:
 28 FEB 2022.

VII SIGNATURE
 OF HOLDER

2748 09/19



4101608

U A S

XII RATINGS

XIII LIMITATIONS

PETER BACON MODYS
 REMOTE PILOT
 SMALL UNMANNED AIRCRAFT SYSTEM

VII SIGNATURE
 OF HOLDER



UNITED STATES OF AMERICA XI
 DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
PETER BACON MODYS
 V ADDRESS 3317 SE 10TH AVE
 CAPE CORAL FL 33904-4714

VI NATIONALITY USA
 IVa D.O.B. 5 JUN 1956
 IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

SEX HEIGHT WEIGHT HAIR EYES
 M 57 157 BROWN BLUE

II AIRLINE TRANSPORT PILOT
 III CERTIFICATE NUMBER 3523696
 X DATE OF ISSUE 28 AUG 2011

XIV *Peter Bacon Modys*
 VIII ADMINISTRATOR

UNITED STATES OF AMERICA XI
 DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
PETER BACON MODYS
 V ADDRESS 2713 8TH AVE
 SAINT JAMES CITY FL 33956-2182

VI NATIONALITY USA
 IVa D.O.B. 5 JUN 1956
 IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

SEX HEIGHT WEIGHT HAIR EYES
 M 67 165 BROWN BLUE

II FLIGHT INSTRUCTOR
 III CERTIFICATE NUMBER 3523696CFL
 X DATE OF ISSUE 26 JAN 2020

XIV *Peter Bacon Modys*
 VIII ADMINISTRATOR

UNITED STATES OF AMERICA XI
 DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

IV NAME
PETER BACON MODYS
 V ADDRESS 2713 8TH AVE
 SAINT JAMES CITY FL 33956-2182

VI NATIONALITY USA
 IVa D.O.B. 5 JUN 1956
 IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

SEX HEIGHT WEIGHT HAIR EYES
 M 67 155 BROWN BLUE

II REMOTE PILOT
 III CERTIFICATE NUMBER 4101608
 X DATE OF ISSUE 26 FEB 2018

XIV *Peter Bacon Modys*
 VIII ACTING ADMINISTRATOR

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 14

UNITED STATES OF AMERICA
Department of Transportation
Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

This certifies that (Full name and address):

PETER Bacon MODYS
2713 E. John Avenue
Saint James City FL 33956 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
06/05/1956	67	165	BROWN	BLUE	M

has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Must wear corrective lenses for near and distant vision. Not valid for any class after 9/30/2021.

Limitations

Date of Examination	Examiner's Designation No.
09/15/2020	000021557

Signature

Typed Name

PAIGE KREKSEL, MD

AIRMAN'S SIGNATURE

Applicant ID: 1996485652

Control No.: 200009257304

FAA Form 8500-9

(3-12) Superseded Previous Edition

NSN: 0052-00-670-7002

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 15

Brown Aviation, LLC

Aircraft Administrative and Flight Services Report

January, 2021

The following services were provided during the period January 1, 2021 through January 31, 2021.

Aircraft Maintenance Oversight

January 4th – Contacted Ralph Tomlinson to arrange the repair of the aircraft’s push-to-talk switch (PTT). Ralph asked that we relocate the aircraft to the “D” hangar for ease of access. Base Ops staff was contacted to arrange aircraft relocation.

January 14th – Contacted Tomlinson to follow up on the PTT repair request. Ralph advised the repair was complete.

January 15th – Updated Avionics. Checked function of the PTT and found it to be INOP. Visited Tomlinson Avionics to advise the PTT had not been repaired. Staff advised they would get complete the repair right away.

January 15th – Met with Edd Switlik regarding a deferred maintenance item for the flap indicator. Edd advised they would schedule the aircraft in for repairs at their first opportunity. Advised Derek Faulkner the PTT had not yet been repaired and advised line staff that the aircraft should remain in Hangar “C” to allow completion of repairs. Line staff was also advised that Switlik Aviation would call sometime in the next week or two to arrange delivery of the aircraft for repair of the flap indicator.

January 18th - Telecom with Dan at Tomlinson Avionics reporting that the PTT had been repaired.

January 26th – Monthly Inspection & Exercise Flight conducted. No discrepancies recorded.

During the month of February, Brown Aviation expects to conduct an Inspection and Exercise Flight in accordance with the non-flight activity provisions of the service provider agreement. If approved, the flight will also serve to provide flight currency for Brown Aviation authorized (N911PA) pilots. Brown Aviation will initiate the required aircraft usage request for these flights.

Aircraft Scheduling & Dispatch

The aircraft was not utilized for passenger flights during the month due to continuing restrictions resulting from the Covid-19 pandemic.

Since the aircraft was not flown during the previous month, an Inspection and Exercise flight was conducted on January 26, 2021. The Exercise flight is fundamental in assuring flight readiness as

inactivity of any aircraft increases the potential for premature systems failures. Exercise flights also provide an opportunity to inspect the aircraft and systems detecting discrepancies in advance of a scheduled flight. On January 26th the flight was divided into four separate missions allowing Brown Aviation pilots to coincidentally maintain flight currency.

The first flight departed Page Field, FMY at 0838 with Captains Modys and Cawthard returning at 0950. Flight two departed with Captains Cawthard and Modys at 1029 returning at 1137. Flight three departed with Captains Brown and Miller at 1321 returning at 1420. The final flight departed with Captains Miller and Brown at 1454 returning at 1604. No discrepancies were reported. Flight time for all four flights totaled 4.3 hours.

Monitor Potential Federal Aviation Regulation Compliance Issues

Brown Aviation continues to monitor FAA issues relative to the operation of the Port Authority's aircraft. During the period there were no new FAA directives affecting the Authority's aircraft/operation.

There were no new Airworthiness Directives or Service Letters issued for the PA31 during the period.

The FAA did not issue any Covid-19 related flight or operational restrictions or best practices during the period.

Maintain and Provide Monthly Aircraft Operational Report

The aircraft was flown only for the monthly Inspection and Exercise Flight during the month of January, 2021.

Aircraft Time for January:

Beginning Aircraft Hours	1455.5*
Flight Time Recorded	<u>4.3</u>
Total Hours Month End	1459.8

* Time reported using the aircraft Hobbs Meter.

Provide Aircraft Operational Administrative Advice & Recommendations

Brown Aviation has reviewed the annual recurrent training needs of those pilots assigned to the Authority's aircraft in light of the reduced trip usage stemming from the Covid-19 pandemic. Currently Brown Aviation has four pilots assigned to Authority's aircraft. Annually, each pilot would be scheduled to complete recurrent training using training provider In-Flight Review, with associated cost covered by the Authority.

Brown Aviation recommends completing In-Flight Review training for two pilots, as opposed to four, due to the Authority's reduction in aircraft usage during the previous year. Given the reduction in flights two

pilots will properly staff the Authority's aircraft. As usage of the aircraft returns to normal, Brown Aviation would seek recurrent training for the two remaining pilots to assure proper coverage for the Authority's aircraft. Should the Authority agree with this recommendation, we will immediately coordinate and schedule recurrent training for Captains Gary Brown and Peter Modys and seek reimbursement of such cost as provided for in our service provider agreement.

The Centers for Disease Control and Prevention issued a mask-wearing rule late Friday, January 29, 2021 that builds on an order announced January 21st by President Biden.

The CDC order took effect late Monday night, February 1, 2021. The new rule applies to passengers on airplanes, trains, subways, buses, taxis and ride-shares. In addition, travelers must now wear a mask that covers their nose and mouth while occupying certain transportation facilities, which includes Fixed Base Operator air terminals.

Business Aviation is continuing to provide safe and efficient transportation during the Covid-19 pandemic. Professional organizations have responded publishing best practices for operations using business aircraft. The National Business Aviation Association, NBAA has summarized guidance for domestic and international operations covering aircraft cabin sanitization, passenger screening and crew precautions.

Florida airports and major Fixed Base Operators, (FBO) indicate they are open and are providing services. Cities typically flown by the Authority are expected to provide unhampered ground services. In some high density areas business operators have experienced temporary, however minimal air traffic delays. The Authority can expect to see high levels of service combined with appropriate precautions at destination FBO's.

According to the NBAA, Fixed Base Operators are finding new methods to provide customer service at levels comparable to those prior to the pandemic. Much progress is being made to accommodate customers while keeping them safe during arrivals and departures. Nationally, Business and General Aviation operations are significantly ahead of previous year's activity. Page Field and especially Base Operations are excellent examples of this business surge, evidenced by large numbers of itinerant aircraft at the airport.

In a recent assembly of business aviation experts it was suggested that flying privately ensures COVID avoidance by fulfilling social distancing imperatives. The group noted that there are less than 30 touch points in private air travel as opposed to over 900 touch points in commercial aviation. And that further, business aviation passengers avoid overcrowded queues encountered in the typical airport terminal by arriving and departing through the Fixed Base Operator's terminal. And, that personal contact reduces from an estimated 700 encounters to about 40 encounters for persons traveling in a business aircraft and utilizing the Fixed Base Operator terminal facility. These are encouraging statistics for business aviation and for the safety of travelers using business aircraft.

Finally, it is noted that travel duration using the Authority's aircraft, to those cities typically chosen by the Authority, places travel partners in close proximity to one another for periods significantly less than that required for automobile travel.

Brown Aviation brings these concepts forward as the Authority considers travel options as business aviation providers adapt to new practices and customer safety.

Brown Aviation is pleased to advise the Authority that they made progress in receiving vaccinations for their pilots. Currently, Captain Brown has received both vaccinations and Captain Marc Miller has received his initial dosage. Remaining pilots will receive their vaccines at the earliest possible time.

Provide Navigational Data Base Oversight and Updates

The aircraft's navigational data bases were updated as follows:

Database system status is as follows:

- Garmin G600 Navigation Data; Expires 01-28-21 & 02-25-21; Subscription valid through 12-4-21
- Garmin GTN750 Navigation Data; 01-28-21 & 02-25-21; Subscription valid through 12-4-21
- Garmin GNS430W Navigation Data; Expires 01-28-21 & 02-25-21; Subscription valid through 12-4-21
- Sirius XM Weather (Garmin Displayed); Subscription valid through 12-25-21

Thank you for the opportunity to provide administrative and pilot services for the Port Authority's aircraft. Should you have any questions please contact me at your convenience.

Captain Gary Brown

Brown Aviation, LLC

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 16

**Brown Aviation, LLC
LCPA Navajo N911PA**

Pilot(s): Passenger Names	Flight Routing		Time Off	Date:	Flight Report No.:		
	From	To	Takeoff	Time On	Hobbs Meter		
				Landing	Off	On	Total

Record of Aircraft Hours				
	Airframe	Lt. Engine	Rt. Engine	
Forward				
Today's Trip				
Total				

Fuel & Oil Purchases					
Discription	Quantity	Amount	Payee	Payment Method	Comments

Trip Remarks

Flight Purchases				
Discription	Amount	Payee	Payment Method	Comments

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 17

**Brown Aviation, LLC
Maintenance Discrepancy Log
LCPA Navajo, N911PA**

Discrepancy Date	Captain Reporting	Discrepancy	
Discrepancy Ref #	Reported To		
	Corrected		
Status	Deferred To		
Discrepancy Date	Captain Reporting	Discrepancy	
Discrepancy Ref #	Reported To		
	Corrected		
Status	Deferred To		
Discrepancy Date	Captain Reporting	Discrepancy	
Discrepancy Ref #	Reported To		
	Corrected		
Status	Deferred To		
Inspection	Completed	Due	Additional Comments - Use Ref #
Annual			
50 Hour			
Pitot Static			
Transponder			
ELT			
VOR			

**Brown Aviation, LLC
Maintenance Discrepancy Log
LCPA Navajo, N911PA**

Discrepancy Date	Captain Reporting	Discrepancy
Discrepancy Ref #	Reported To	
	Corrected	
Status	Deferred To	
Discrepancy Date	Captain Reporting	Discrepancy
Discrepancy Ref #	Reported To	
	Corrected	
Status	Deferred To	
Discrepancy Date	Captain Reporting	Discrepancy
Discrepancy Ref #	Reported To	
	Corrected	
Status	Deferred To	
Discrepancy Date	Captain Reporting	Discrepancy
Discrepancy Ref #	Reported To	
	Corrected	
Status	Deferred To	

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 18

FORM 1: PROPOSER'S CERTIFICATION

As authorized representative of the Proposer, I certify that I have carefully examined the Request for Proposals (RFP), which includes scope, requirements for submission, general information and information concerning the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

Addendum # 1 Date: 3-25-21 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this Request for Proposals. I agree that the Authority terms and conditions herein will take precedence over any conflicting terms and conditions submitted with the RFP and I agree to abide by all conditions of this document.

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

I certify that I fully understand the requirements set forth in the RFP and submit a proposal in full compliance. I further certify, under oath, that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a RFP for the same product or service. No officer, employee or agent of the Port Authority or of any other company who is interested in said RFP. And, the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

BROWN AVIATION, LLC
NAME OF BUSINESS

Gary V. Brown
AUTHORIZED SIGNATURE

GARY V. BROWN
NAME, TITLE, TYPED

45-4618535
FEDERAL IDENTIFICATION #

11821 ROSALINDA CT
MAILING ADDRESS

FORT MYERS, FL 33912
CITY, STATE & ZIP CODE

239 222-2994
TELEPHONE NUMBER / FAX NUMBER

G.BROWN737@YAHOO.COM
EMAIL ADDRESS

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 19

FORM 2: LOBBYING AFFIDAVIT

State of: FLORIDA

County of: LEE

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 BROWN AVIATION, LLC (Proposer), maker of the attached RFP and that neither the Proposer nor its agents have lobbied to obtain an award of the Agreement required by this Request for Proposals from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Proposals. The prospective Proposer further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

Gary V. Brown
AFFIANT

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence OR online notarization this 22 day of March 2021, by Gary Brown who produced the following as identification DL or is personally known to me, and who did/did not take an oath.



Shane Basso
Signature of Notary
GG 946502
Serial/Commission No.

NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 20

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.

Gary U. Brown
[Signature]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me, by means of

physical presence or online notarization this 22 day of March

2021, by Gary Brown who produced the following as identification

DL or is personally known to me, and who did/did not take an oath.



Shane Basso
Signature of Notary
GG 946502
Serial/Commission No.

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR
LEE COUNTY PORT AUTHORITY**

ATTACHMENT 21

FORM 4: SCRUTINIZED COMPANIES CERTIFICATION

Proposer hereby certifies under penalties of perjury as of the date of submission of its RFP to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Florida. Statute; is not engaged in business operations in Cuba and Syria; and will not engage in "Boycott Israel" activities, as defined in Section 215.4725 (1)(a) Florida. Statute (2016) that result in Proposer being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Proposals.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING OFFICE FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Gay V. Brown
[Signature]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me, by means of physical presence OR online notarization this 22 day of March 2021, by Gay Brown who produced the following as identification DL or is personally known to me, and who did/did not take an oath.



Shane Basso
Signature of Notary
GG 946502
Serial/Commission No.



**PURCHASING OFFICE
11000 TERMINAL ACCESS ROAD
SUITE 8671
FORT MYERS, FL 33913**

**REQUEST FOR PROPOSALS (RFP) 21-05
FOR
AIRCRAFT ADMINISTRATIVE & FLIGHT SERVICES
FOR LEE COUNTY PORT AUTHORITY**

Dated: March 2, 2021

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

NON-MANDATORY PRE-SUBMITTAL MEETING
Thursday, March 11, at 10:00 a.m., local time

INQUIRIES/CLARIFICATION REQUEST DEADLINE
Thursday, March 18, at 5:00 p.m., local time

PROPOSALS DUE
Thursday, April 1, at 2:00 p.m., local time

NOTICE OF IMPORTANT SOLICITATION DATES

Lee County Port Authority (hereafter referred to as “Authority”) invites the submission of sealed proposals from interested and qualified individuals, corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide the services as specified in this Request for Proposals (RFP). Solicitation documents are available electronically at <https://flylcpa.ionwave.net/Login.aspx>.

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

NON-MANDATORY PRE-SUBMITTAL MEETING

A NON-MANDATORY PRE-PROPOSAL MEETING has been scheduled for Thursday, March 11, 2020, 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 via Goggle meets use this **Google Meeting ID link** <https://meet.google.com/njq-ijco-zbd> (required equipment: computer with camera and/or microphone). Phone: (US) 1-470-499-2232 – PIN: 253 174 010#

Potential Proposers are encouraged to attend using the link above. The purpose of the pre-proposal meeting will be to discuss the requirements and objectives of this Request for Proposals and to answer any questions. At the pre-proposal 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 is issued.

ELECTRONIC OPENING OF PROPOSALS

Proposals must be received in <https://flylcpa.ionwave.net/Login.aspx> no later than the time and date indicated on the cover page. The opening of proposals submitted in Ionwave may be viewed remotely through this **Google Meeting ID link** <https://meet.google.com/xei-yfjz-wrg> Phone: (US) 1-317-528-9832 – PIN: 978 738 639#

DEADLINE FOR CLARIFICATION REQUESTS

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

PART A
INSTRUCTIONS TO PROPOSERS

The Authority will receive sealed proposals submitted in Ionwave from interested corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services described in this Request for Proposals. To receive consideration, Proposers must meet the minimum qualifications and comply with the Instructions to Proposers contained in this Part A.

A.01 REMOTE OPENING OF PROPOSALS SUBMITTED IN IONWAVE

Proposals will be electronically opened in the presence of Authority officials immediately upon expiration of the due date and time. Proposers, their authorized agents, and other interested person are invited to attend the electronic opening by using the link to the meeting that is provided on the cover page of this Request for Proposal.

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

A.02 AMERICANS WITH DISABILITIES ACT NOTICE

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

A.03 SUBMISSION OF ELECTRONIC PROPOSALS

The Authority is accepting electronic proposals to IonWave at <https://flylcpa.ionwave.net/Login.aspx> up until the date and time indicated on the cover sheet of this Request for RFP. Hard copy or bids sent electronically and directly to the Authority will not be accepted. Faxed bids will not be accepted.

Proposals must be submitted prior to the deadline for submittal listed on the cover page. It is the sole responsibility of the Proposer to submit its proposal to the Authority prior to the stated time and date for submission of proposals. The Authority is not responsible for missing, lost or delayed bids.

All documents must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, and have a minimum resolution of 300 dpi.

Proposals received after the stated time and date will not be considered.

A.04 ACCESSING SOLICITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, Ionwave, to distribute solicitation documents including addenda and award results. Interested parties may receive this information free of charge by registering at <https://flylcpa.ionwave.net/Login.aspx>.

It is the responsibility of the Proposer, prior to submitting a proposal, to contact the Purchasing Office to determine if addenda to this RFP have been issued and, if issued, acknowledging and incorporating same into its proposal.

A.05 QUESTION AND CLARIFICATION PERIOD

It is the responsibility of each Proposer before submitting a proposal to (a) examine the RFP documents thoroughly; (b) visit the project site(s) to become familiar with local conditions that may affect cost, progress, performance or the furnishing of the work; (c) consider local, federal and state codes, laws, and regulations that may affect the work; and, (d) study and carefully correlate Proposer's observations with the RFP documents. Proposer must notify the Authority of any conflicts, errors, or discrepancies in the RFP documents during the Question and Clarification period.

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

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

A.06 ADDENDA

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

A.07 PROPOSAL EXPENSES

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

A.08 BINDING OFFER

A submitted proposal made pursuant to this Request for Proposals will be considered a binding offer to perform the required services, assuming the terms of an agreement between the parties are satisfactorily negotiated. The submission of a proposal will be taken as *prima facie* evidence that the Proposer has fully familiarized itself with the contents of this Request for Proposals. Proposals will be in force for a period of one hundred and eighty (180) days from the date of the public proposal opening.

A.09 RESERVATION OF RIGHTS

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

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

A.10 WITHDRAWAL OF PROPOSAL

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

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

A.11 FALSE OR MISLEADING STATEMENTS

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

A.12 JOINT VENTURES

Proposers intending to submit a proposal as a joint venture with another entity are required to provide evidence acceptable to the Authority that the joint venture meets the statutory requirements applicable to corporations or other entities that are subject to the Florida Business Corporations Act (ch. 607 F.S), the Florida Revised Limited Liability Company Act (ch. 605, F.S.), the Florida Partnership Laws (ch. 620, F.S.), or the Professional Service Corporation and Limited Liability Company Act (ch. 621 F.S.), as applicable, prior to the date and time set for the public opening.

A.13 NO LOBBYING

Proposers are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee and all Authority employees (with the exception of the designated Purchasing Office contact) are not to be lobbied, either individually or collectively, regarding this Request for Proposals. After the issuance of this solicitation, no prospective Proposer is allowed to 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, but is not limited to, 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 Board or Committee is considering approval of a proposed agreement or purchase

order. This prohibition against lobbying 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 proposals 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 PROHIBITION ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.

A.14 LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of the procurement process. All potential Proposers, respondents, Authority staff, and the Airport Special Management Committee are advised that the Board of Port Commissioners encourages award of contracts to local providers when possible to foster the economic growth of the local community. In order to maintain grant eligibility for work performed in accordance with any resulting agreement, and to obtain future state and/or federal funds, a local preference does not apply to this competitive solicitation.

A.15 SCRUTINIZED COMPANIES

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

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

A.16 PUBLIC ENTITY CRIMES

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

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

A.17 NONDISCRIMINATION

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

A.18 GENERAL CIVIL RIGHTS

The successful Proposer must comply with the nondiscrimination provisions stated above in A.17 as well as all other pertinent statutes, regulations and executive orders as such rules are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, marital status or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Proposer and its subcontractors from the solicitation period through completion of the agreement. This provision is in addition to the provisions required by Title VI of the Civil Rights Act of 1964.

A.19 PUBLIC RECORDS:

Proposals made pursuant to this Request for Proposals are public records under Florida law, and will be available for inspection by the public upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to section 119.071, Florida Statutes. If the Authority rejects all proposals and concurrently notices its intent to reissue 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 section 119.0701, Florida Statutes, 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 Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt

from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the agreement and following completion of the agreement if the successful Proposer does not transfer the records to the Authority.

- 4) Upon completion of the agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Proposer transfers all public records to the Authority at the completion of the agreement, the successful Proposer must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Proposer keeps any public records, it must meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

A.20 TRADE SECRETS

As stated above in A.19, 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 as outlined in the Public Records Act, ch. 119, Florida Statutes. Under Florida law, designation of an entire proposal as 'trade secret', 'proprietary' or 'confidential' is not permitted and may result in a determination that the proposal is nonresponsive and therefore the proposal will not be evaluated or considered.

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

The Authority does not believe that any of the required information constitutes a Trade Secret as that term is defined by Florida law. To the extent Proposer desires to maintain the confidentiality of any materials that it believes 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 must cite, for each trade secret claimed, the Florida statute that supports the designation. Further, the proposal must include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Proposer must provide a hard copy of its proposal that redacts all information designated as trade secret. In conjunction with any trade secret designation, Proposer acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the Proposer's request for a trade secret at any time; and,
- 2) By submitting a proposal, all Proposers 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) After notice from the Authority that a public records request has been made to inspect or copy all or any portion of Proposer's proposal, the Proposer, at its sole expense, will be responsible for defending its determination that the submitted material (or portions thereof) constitutes a trade secret and is not subject to disclosure. Once the the Authority notifies the Proposer that it has received a request to inspect or copy information that the Proposer has designated a trade secret, the Proposer will take action to respond to the request promptly, but no later than 10 calendar days from the date of notification by the Authority, or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer will indemnify, hold harmless and defend the Authority and its officials, employees, agents and representatives from any losses, claims, actions, damages (including attorney's fees and costs) and amounts arising or incurred by the Authority from or related to the designation of trade secrets by the Proposer, including but not limited to actions or claims arising from Authority's nondisclosure of the trade secret materials.

A.21 GOVERNING LAWS/RULES/REGULATIONS

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

A.22 AGREEMENT

The successful Proposer will be required to enter into an agreement containing the terms and conditions set forth in this Request for Proposals and the resulting successful Proposer's proposal where alternatives provide best value, are desirable to the Authority, and the parties agree to such terms.

A.23 NONEXCLUSIVITY OF AGREEMENT

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

A.24 AVAILABILITY OF PERSONNEL

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

A.25 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

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

A.26 ASSIGNMENT OF AGREEMENT

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

A.27 FINANCIAL STABILITY

The successful Proposer is required to demonstrate financial stability as evaluated at the sole discretion of the Authority.

A.28 AUDITABLE RECORDS

The successful Proposer that is awarded an agreement to provide services pursuant to this RFP must maintain auditable records adequate to account for all receipts and expenditures, and to document compliance with the agreement. These records will be kept in accordance with generally accepted accounting methods. The Authority reserves the right to determine the record keeping methods in the event of non-

conformity. These records will be maintained for five years after the expiration or termination of the agreement and will be readily available for inspection upon reasonable notice.

A.29 TERMINATION

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

A.30 E-VERIFY

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

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

If the successful bidder enters into an agreement with a subcontractor, the subcontractor must provide the successful bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and successful bidder must maintain a copy of such affidavit for the duration of the agreement. If the successful bidder develops a good faith belief that any subcontractor with which is it contracting has knowingly violated section 448.09(1), Florida Statutes (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), the successful bidder will terminate the contract with the subcontractor. Failure to do so will result in termination of the agreement.

If the Authority develops a good faith belief that the successful bidder has knowingly violated sections 448.09(1) or 448.095(2), Florida (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) the Authority will terminate this agreement. Pursuant to section 448.095(2)(c)(3), Florida Statutes, termination of the agreement under the above circumstances is not a breach of contract and may not be considered as such.

END OF PART A

PART B SCOPE OF SERVICES

B.01 INTRODUCTION

The Lee County Port Authority (referred to as “Owner” in this Part B - Scope of Services) is soliciting proposals from providers to perform aircraft operation, maintenance oversight and administrative services in accordance with the scope of services specified herein. The Authority intends to enter into an agreement for a term of 5 years starting December 1, 2021. The agreement will not contain renewals options.

B.02 ADMINISTRATIVE SERVICES

The Provider will perform administrative services pursuant to Part 91 of the U.S. Federal Aviation Regulations (FAR), as issued or amended by the Federal Aviation Administration (FAA), on a monthly basis. A service fee for Administrative Services will be paid to the successful proposal as consideration for satisfactorily performing the work described in this Part B – Scope of Services, which includes but is not limited to, the following tasks:

- i. Employ, train, and supervise the flight crew assigned to the aircraft in accordance with Section B.03, Qualification, Training, and Scheduling of Flight Crew.
- ii. Advise and coordinate with Owner regarding aircraft maintenance necessary to assure compliance with Federal Aviation Administration (FAA) regulations as they apply to the operation of the Owner’s aircraft. Aircraft maintenance will be conducted as described in Section B.05.
- iii. Assist the Owner’s office of Risk Management in the preparation and submittal of annual pilot record reports for insurance coverage purposes.
- iv. Maintain awareness and report aircraft compliance issues as promulgated or recommended by the Federal Aviation Administration (FAA) to the Owner in a timely manner.
- v. Produce a monthly operational report detailing aircraft maintenance oversight, aircraft scheduling and dispatch, FAA regulation/compliance issues, aircraft operational advice and recommendations, and navigational database oversight and updates. Monthly reports will include dates of travel, travel cities, passengers carried, flight times and other such information pertinent to the operation of the aircraft or as requested by the Owner.
- vi. Produce a Fiscal Year (Oct-Sept) Cumulative Summary of Operations. Such report will summarize monthly flight data, Aircraft discrepancies and repairs and the outcome of required scheduled maintenance. Additionally, the report will contain, as necessary, a look ahead into potential maintenance requirements or equipment upgrades or refurbishments.
- vii. Produce and make available to the Owner an “Aircraft Use Schedule” recording proposed and scheduled flights. The purpose is to provide an automated means of booking flights and reviewing booked flights. This schedule will show crew and aircraft availability for Owner flights and will include travel specifics; e.g., number

of travelers, departure and arrival airports, and planned dates and time of travel. Provider will offer travel support services as described in Section B.06.

- viii. Inspect and exercise the aircraft at least monthly during those months when the aircraft is not operated on a scheduled trip. The Provider may use such operations to ensure pilot proficiency.
- ix. Consult with the Owner and, upon request, provide advice and management concerning the operation, maintenance and administration of the aircraft.
- x. For other aviation related matters that require in depth research, the Provider will offer consultation under special research assignment as authorized in writing by the Owner. Provider will be compensated for authorized special research assignments on a per hour basis.
- xi. Obtain from the Owner aeronautical database updates for the Aircraft's navigational systems. Such updates will be installed by the Provider as necessary to ensure the aircraft navigational systems are current and available for use.
- xii. Request prior Owner authorization for all flights, including maintenance and proficiency flights, in accordance with Owner requirements.

B.03 STANDARDS OF OPERATIONS

The Owner and Provider agree that the aircraft will, at all times, be operated and maintained with due and reasonable care in accordance with applicable insurance policies and in compliance with all applicable governmental regulations, the Owner's internal policies and procedures, the Provider's internal policies and procedures, and other laws, rules, and regulations pertaining to the aircraft.

The Owner and Provider agree that the Aircraft will be operated only as specified in the aircraft's flight manual (or equivalent documents) and other technical materials governing operation and maintenance of the aircraft. The Owner and Provider further agree not to operate or locate the aircraft, or cause the aircraft to be operated or located, in any area excluded from coverage by any insurance required by the Authority.

B.04 QUALIFICATION, TRAINING, AND SCHEDULING OF FLIGHT CREW

Provider will provide a minimum of two appropriate qualified pilots meeting the minimum qualifications described herein to assist and support the Owner's operation of the Aircraft. The flight crew will be appropriately trained, certified, and rated as required by the applicable government regulations and insurance policies, and will meet such additional requirements for employment as Provider, Owner or the U.S. Government may, from time to time, establish.

The term "qualified pilot" refers to an individual who meets the following minimum requirements:

- i. Holds a valid Airline Transport Pilot's certificate (ATP) with appropriate category and class ratings for the aircraft or a valid Commercial Pilot's Certificate with total

flight time that is equal to or exceeds the ATP certificate requirements with the appropriate category and class ratings for the aircraft;

- ii. Holds a current first or second class medical certificate in accordance with FAR 61.23(a) (1), Medical certificates;
- iii. Is current with respect to FAR Part 61, Pilot, flight instructions and Ground Instructions, to conduct operations under FAR Part 91;
- iv. Becomes familiar with Provider's written policies and procedures;
- v. Has satisfactorily completed a recommended or approved ground and flight training course for the aircraft;
- vi. Has logged a minimum of fifty (50) hours of flight time in a Piper Navajo type aircraft;
- vii. Is approved as a pilot with respect to the aircraft insurance coverage;

Removal of Flight Crew

Either Owner or Provider will have the right, in their sole discretion and at any time, to remove any member of the Flight Crew. Upon such removal, Provider will promptly designate a replacement crew, subject to Owner's approval in writing. Provider must supply all documentation that demonstrates replacement crew members meet or exceed the Owner's minimum requirements. Provider will advise Owner of any need to remove Flight Crew, unless such Flight Crew's removal is reasonably required to ensure that the aircraft is operated safely and in compliance with applicable insurance policies, laws and regulations.

Training

Provider will arrange applicable training for the Flight Crew, which training will meet or exceed the requirements of applicable insurance policies, government regulations, and such additional standards as may be required by the Owner. For pilots, such training includes:

- i. Initial aircraft qualifications, if required;
- ii. Annual, aircraft-specific, recurrent training;
- iii. Pilot-in-command qualification (if applicable);
- iv. Annual policies and procedures recurrent training;
- v. Emergency situations training;
- vi. Professional qualifications enhancement training, as appropriate, such as cockpit resource management (CRM), international operations, and cabin medical safety.

Owner will bear all costs of Flight Crew training specifically related to the make, model or specification of the aircraft.

Provider will maintain pilot currency using the Owner's aircraft as required under Federal Aviation Administration (FAA) Regulations. If Owner's insurance provider requires training beyond that which is required by FAA regulation, Provider, upon authorization from the Owner, will secure such training from an approved training provider. Owner agrees to reimburse Provider for such training at cost.

Employment of Flight Crew

At all times, the flight crew will remain employees, either directly or contracted, of Provider and all compensation payable to the flight crew will be the sole responsibility of Provider. Notwithstanding Provider's employment of the flight crew but subject to the requirements herein, it is expressly agreed that the flight crew will be, and must be advised that they are under the exclusive direction and control of Owner during all flights.

Non-Exclusive Use

Provider reserves the right to assign and schedule Flight Crew to operate and maintain aircraft other than, and in addition to, Owner's aircraft, including aircraft operated by Provider for other use, provided that assignment and scheduling of such Flight Crew does not (i) materially decrease or delay the availability to Owner of Flight Crew for Owner's flights, or (ii) result in any additional expense to Owner.

B.05 OPERATIONAL CONTROL OF FLIGHTS

A. Control by Owner

During all phases of flight conducted with the aircraft, Owner will retain and have operational control of the aircraft and exclusive possession, command, and control of its aircraft. Except with regard to decisions made by the pilot-in-command as necessitated by safety considerations described in Section B.04 Part C or government restrictions or regulations, Owner will determine when the aircraft shall be operated, where it shall be operated, and the passengers and/or cargo which will be carried. Owner acknowledges and understands that, for all flights, Owner has responsibility for the operational control of the aircraft and Owner is responsible for compliance with the FAR. "Operational Control" includes, but is not limited to, command and control and, except as noted in this Section B.04, Part C., Flight Safety, exclusive control over:

- i. All members of the Flight Crew during any flights;
- ii. Determinations regarding whether any particular flight may be safely operated;
- iii. Initiation and termination of all flights;
- iv. Directions to Flight Crew members regarding the conduct of flights;
- v. Dispatch or release of flights.

B. Compliance Assistance

In assisting Owner in Owner's flight operations, Provider will ensure that all of the services it provides, including all actions taken and services provided by the flight crew, will be in compliance with all applicable foreign (for international flights), federal, state and local statutes, laws, ordinances, regulations, orders, determinations, writs, injunctions, awards (including, without limitation, awards of any arbitrator), judgments and decrees applicable to the specified person or entity and to the businesses and assets thereof (including, without limitation, the FAR), flight manuals and related guidance material, mandatory service bulletins issued or supplied by the manufacturer, and insurance requirements. Owner and Provider acknowledge that all flights will be operated in accordance with the approved limitations of the aircraft and under the provisions of FAR Part 91, and may carry only such passengers, baggage, and cargo that is not contrary to the provisions of FAR Part 91.

C. Flight Safety

In accordance with the applicable FAR, members of the flight crew will exercise their respective duties and responsibilities regarding the safety of each flight conducted hereunder. The parties specifically agree that the pilot-in-command may terminate any flight, refuse to commence any flight, or take any other action that, in his or her sole discretion, is necessitated by consideration of safety, without incurring any liability for loss, injury, damage or delay.

B.06 AIRCRAFT MAINTENANCE

Responsibility for Maintenance

Provider, on behalf of Owner and at Owner's expense, will arrange for the aircraft to be maintained in an airworthy condition and in compliance with FAR Part 91, all applicable airworthiness directives, mandatory service bulletins, and all applicable aircraft manufacturer's warranties. Maintenance provided hereunder will include, but not be limited to, performance of all required inspections, repairs, modifications, maintenance, preventive maintenance, pre-flight maintenance, fueling, internal cleaning, external cleaning, painting, hangaring during such maintenance and overhaul work (collectively, "Maintenance"). All Maintenance, when completed, will be sufficient to maintain the airworthiness certification of the aircraft at all times and to ensure the condition of the Aircraft complies with all applicable laws, government regulations, insurance requirements, aircraft manuals, and applicable inspection programs, manufacturer warranties, and additionally, as may be requested by Owner. All repairs, alterations, modifications, additions, and improvements made to the aircraft will become part of the aircraft and will be subject to the terms of the Agreement and provided by an appropriately certificated aircraft maintenance provider of the Owner's choice.

Maintenance Records

Provider will coordinate with Owner's directed maintenance provider to assure complete and current logbooks and records relating to the aircraft, including engines and systems, and maintenance performed. Such records will include, without limitations, scheduled maintenance, repairs, modifications, scheduled inspections, functional tests, and overhauls performed. Such records will become part of the aircraft and the

property of Owner, will be subject to the terms of the Agreement, and will be available to Owner at any time upon demand.

Navigational Database Updates

Provider will install all navigational database updates for the aircraft navigational systems.

Expense Records

Provider will transmit to Owner maintenance receipts that are obtained directly from an Owner-authorized maintenance provider(s). Provider will review such receipts to ensure maintenance actions have been completed as directed by Owner.

Scheduling Maintenance

Provider will coordinate with Owner to schedule maintenance when convenient to Owner, however, no period of maintenance will be delayed or postponed for the purpose of scheduling flights, unless said maintenance can be safely conducted at a later time in compliance with all applicable laws, government regulations, insurance requirements, aircraft manuals, or manufacturer warranties.

Maintenance Flight Test

Provider will perform, upon Owner's approval, a maintenance flight test. Compensation for the Maintenance Flight Test will be made on a per hour basis at the rate established in the agreement.

Exercising and Inspecting Aircraft during Inactive Periods

At the request of the Owner, Provider will exercise the aircraft and perform visual and diagnostic inspections. Compensation for each aircraft exercise session will be made on a per hour basis at the rate established in the agreement.

B.07 AIRCRAFT SCHEDULING AND TRAVEL SUPPORT SERVICES

A. Scheduling Services

On behalf of Owner, Provider will schedule the aircraft and flight crew and provide without limitation, the following services:

- i. Receive trip requests and make available a flight schedule to Owner;
- ii. Maintain a log of each trip made, passengers carried, and time en route;
- iii. Position and schedule the flight crew and provide supplies required by the flight crew for the performance of their duties;
- iv. Provide information on flight and weather conditions which might affect a flight;
- v. Arrange for any required landing permits, clearances, and ground handling for domestic and international destinations, including visa, immigration, and overflight services;

- vi. Coordinate aircraft positioning;
- vii. Arrange for catering and ground transportation for aircraft passengers, as requested by Owner;
- viii. Expediently provide receipts to Owner for all trip expenses incurred
- ix. Accommodate other reasonable special requests made by Owner

Unless otherwise required by the Florida Public Records Act (ch. 119, F.S.) or other laws, Provider will keep confidential the travel itineraries, passenger lists and related information pertaining to Owner, Owner's passengers, the aircraft and any flights.

Advance Notice of Schedules

Owner will use its reasonable efforts to provide Provider with scheduling dates and times as far in advance of any given flight as reasonably possible and, in any case, at least (i) 24 hours in advance of Owner's planned departure, with respect to flights within the state of Florida, and (ii) three days in advance of Owner's planned departure, with respect to all other flights.

Scheduling Information

For each scheduled departure, Owner will provide, as early as possible, the following information:

- i. Proposed departure point
- ii. Destination
- iii. Date and time of departure
- iv. The number of anticipated passengers
- v. The names of each anticipated passenger
- vi. The date and time of a return flight and passengers, if any
- vii. Any other information concerning the planned flight that may be pertinent or reasonably requested by Provider or the flight crew.

B.08 REPORTS

Provider will produce a monthly operational report detailing aircraft maintenance oversight, aircraft scheduling and dispatch, FAA regulation/compliance issues, aircraft operational advice and recommendations, and navigational database oversight and updates. Monthly reports will include dates of travel, travel cities, passengers carried, flight times and other such information pertinent to the operation of the aircraft or as requested by the Owner.

Provider will also produce a “Fiscal Year (Oct-Sept) Cumulative Summary of Operations” annual report for each fiscal year occurring during the contract term. Such report will summarize monthly flight data, aircraft discrepancies and repairs and the outcome of required scheduled maintenance. Additionally, the report will contain, as necessary, a look ahead into potential maintenance requirements or equipment upgrades or refurbishments. The first report required will be from the effective date of the Agreement through and including September 30.

Provider will assist the Owner’s office of Risk Management in the preparation and submittal of annual pilot record reports for insurance coverage purposes.

B.09 RECORDKEEPING RESPONSIBILITIES

Provider will maintain sufficient personnel at its local office to perform the recordkeeping and processing as required by this section. Provider will keep accurate, complete, and current records pertaining to the aircraft and Provider’s services rendered pursuant to the resulting Agreement. Records will include pilot training and licensing, any accidents or incidents involving the aircraft, expenses, assessments, maintenance or aircraft storage incurred during operation of the aircraft. Provider agrees to supply operational data to Owner as necessary to formulate an annual budget, monthly reports, quarterly reports, and to produce other such reports regarding the Aircraft as may be reasonably requested by Owner. All relevant records pertaining to the performance of the services hereunder will be open for inspection, photocopying and audit by Owner, or Owner’s representatives, at Provider’s office or other such location as mutually agreed and at any reasonable time throughout the term of the resulting Agreement and for the period ending two years after the date of expiration or termination of the Agreement. Provider agrees not to destroy or dispose of such records prior to the time when Owner’s right to inspect and audit terminates.

B.10 COMPENSATION SCHEDULE

Service Fees for Administrative Services

The Provider will be compensated on a monthly basis for the following tasks which are considered Administrative Services. Administrative Services will be performed by the Provider on a monthly recurring basis throughout the term of the agreement. Services fees for Administrative Services will be invoiced monthly.

- i. Aircraft maintenance oversight
- ii. Aircraft scheduling and dispatch
- iii. Monitoring FAA regulation/compliance issues
- iv. Providing monthly aircraft operational report
- v. Providing aircraft operational advice and recommendations
- vi. Providing navigational database oversight and updates

Service Fees for Pilot Services

Compensation for pilot services will be made on a daily rate basis and will be determined by the category of pilot services being provided.

- i. Pilot In Command (PIC) daily rate for scheduled flights in Owner’s aircraft

- ii. Safety Pilot (when required) daily rate for scheduled flights in Owner's aircraft
- iii. Layover daily rate - PIC
- iv. Layover daily rate – Safety pilot
- v. Cancellation rate (will apply only to Owner cancellations occurring within 24 hours of scheduled departure). The price for cancellation rate will be no more than 50% of the PIC daily rate.

Maintenance Test Flight / Exercising & Inspecting Aircraft during Times of Inactivity

Compensation for maintenance test flights and aircraft exercise & inspection flights will be made on a per hour basis at the rate established in the agreement.

Reporting

Compensation for the Annual Fiscal Year Cumulative Summary of Operations report will be made on a lump sum basis upon receipt and acceptance of the completed and accurate report.

Compensation for a report detailing pilot current and flight history data for insurance purposes will be made on a lump sum basis per report upon receipt and acceptance of the completed and accurate report.

Reimbursable Expenses

Provider will be responsible for all costs and expenses directly incurred at any location other than Page Field with respect to any flight, including, without limitation, expenses for fuel, oil, lubricants and other additives, parking arrangements such as ramp fees and hangar overnight fees. Provider will invoice Owner for reimbursement of costs and expenses incurred away from Page Field.

Owner will reimburse Provider for materials, equipment, or incidentals purchased and directly related to the operation of the aircraft. Such purchases must be pre-approved in writing by Owner.

Aircraft Special Research Assignments

For special research assignments and in situations deemed by the Authority to require extensive research, compensation will be made based on a per hour basis at the rate established in the agreement.

Per Diem

Reimbursement for food, lodging purchased, ground transportation and other travel expenses of the flight crew will be made at per diem rates established in the agreement.

Owner Responsibilities.

Owner will be directly responsible for costs and expenses for fuel, oil and hangar fees incurred at Page Field.

B.11 BILLING PROCEDURE

Provider will submit receipts and itemized statements detailing any and all actual costs and expenses paid. Upon receipt of properly submitted documentation as Owner may require, Owner will review and approve accurate invoices submitted by the Provider through payment issued by the Lee County Clerk of the Circuit Court in accordance with the Florida Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes.

Provider will invoice Owner for the services provided under the agreement in accordance with the accepted prices indicated in the agreement. Owner will pay Provider's invoices with a check or ACH deposit to Provider's bank account.

B.12 TAXES

All sales, use, personal property, excise and other similar taxes and assessments, including license, registration and other fees imposed on Owner and relating to the ownership, use and operation of the aircraft ("Taxes") shall be paid by Owner to the appropriate tax authority or, to the extent required by applicable law or regulation, to Provider for payment over to the appropriate tax authority. Owner shall defend and hold harmless Provider against any liability for Taxes owed by Owner (including any related interest and penalties), provided, however, that Provider shall indemnify, defend and hold harmless Owner against any liability for Taxes (including and related interest and penalties) resulting from Provider's failure to pay over to a taxing authority amounts paid to Provider by Owner for such purpose. Provider will take reasonable care in ensuring that Florida state sales tax is not charged to Owner, a Florida tax exempt entity.

B.13 LOSS OR DAMAGE TO AIRCRAFT

A. Damage Reports

The Provider shall immediately notify the Authority of any accident or incident connected with the Aircraft. Immediately thereafter, Provider shall prepare a report which includes the time, place and nature of the accident or incident, the nature and extent of damage caused to property, the names and addresses of persons injured, the names and addresses of witnesses, and such other information as may be relevant to such accident or incident.

- i. "Accident and Incident" means the following, as defined in the National Transportation Safety Board ("NTSB") Regulations, 49 C.F.R. 830.2, as may be amended from time to time.
- ii. "Aircraft accident" means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.
- iii. "Incident" means an occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

- B. Repairs. Following an accident or incident, Provider shall make or arrange for repair to the Aircraft only after consultation and agreement with Owner.
- C. Total Loss. In the event of an actual or constructive total loss of the Aircraft, the Agreement shall terminate except for the provisions of the Agreement regarding Insurance, Indemnification, Liability, Termination, Remedies, and Governing Law, which shall survive termination in the event of such total loss of the Aircraft.

B.14 LIQUIDATED DAMAGES

Time is of the essence for performance of all obligations set forth in this Agreement. If the Provider fails to perform a scheduled flight and/or provides twenty-four hour notice or less to Owner of its inability to perform, Owner will be entitled to retain or recover from Provider, as liquidated damages and not as a penalty, the sum of \$250.00 per missed or delayed flight unless the reason for the missed or delayed flight was beyond the control of the Provider due to the following reasons:

- a. Weather below FAA visibility minimums in fog or low clouds.
- b. Hazardous weather, such as severe thunderstorms, excessive winds, wind shear and tropical storms.
- c. An unexpected loss of a staffed pilot's FAA Medical Certificate, due to a stroke, heart attack, or other disabling medical condition, in which case the Provider will locate, hire and provide training as required to re-staff this pilot position as soon as reasonably possible.

Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed performance or non-performance of a scheduled flight. The Owner may deduct liquidated damages as described in the paragraph from any unpaid amounts then or thereafter due the Provider under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Provider will be payable to the Owner upon demand by the Owner, together with interest from the date of demand until payment is received at the maximum allowable rate.

END OF PART B

PART C
CONTENT AND ORGANIZATION OF PROPOSAL.

The information each Proposer provides will be used to determine the most qualified Proposer(s) and those with the best perceived ability to perform the scope of services as stated in this Request for Proposals, which may best meet the overall needs of the Authority.

C.01 EVALUATION CRITERIA

The information submitted in response to all elements of C.02 below serves as the established evaluation criteria when determining the selection of a successful Proposer and award of a future agreement under this Request for Proposals. The Proposals must be detailed to facilitate evaluation. Failure to include the information requested in C.02 will detract from the Authority's ability to evaluate the submitted Proposal. The inclusion of any additional information that will assist the Authority in the process of its evaluation of the proposals received is encouraged. The adequacy, depth and clarity of the Proposals received will influence, to a considerable degree, its evaluation. Any Proposal submitted must be complete enough for selection to be made based solely on its content.

C.02 INFORMATION TO BE SUBMITTED

The information identified in this section must be contained within your proposal. The contents of each proposal will be separated and arranged in the same order and following the same format as listed in the sections below.

Section 1 – Minimum Qualifications

Proposers must be authorized to do business in the State of Florida at the time of submission of the Proposal.

Identify the Proposer's legal status and legal name that will be on any future executed agreement. Proposers contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other legal entity in good standing or is a foreign corporation or other legal entity that has registered and is authorized to do business in the State of Florida.

Proposers are asked to provide documentation of their business structure and authorization to do business in Florida; however, if not submitted with its proposal, the Authority will verify registration with the State of Florida. In accordance with D.02 of this RFP, Proposers will be disqualified from consideration for award of an agreement if they fail to demonstrate to the satisfaction of the Authority that they meet the minimum qualifications to do business in the State of Florida as outlined in this section.

Section 2 – Executive Summary

Provide an executive summary that includes a discussion of Proposer's understanding of work to be performed as well as the Proposer's commitment to safety.

The executive summary should not exceed three (3) pages total.

Section 3 – Point of Contact

Provide the name, address and telephone number of one (1) person currently employed by the Proposer who will serve as the lead contract point of contact responsible for the timely provision of all services and to whom all communications will be directed. The Contract Point of Contact is defined as the day-to-day Proposer representative who will be the primary contact for the Authority and who will possess the authority to make decisions on behalf of the Proposer. The Contract Point of Contact will be required to be available on demand throughout the term of the agreement.

Provide the office location and address to which the Contract Point of Contact is assigned and currently working.

Provide a resume which includes experience, education and background.

Provide employment dates and the number of years employed by the Proposer. If applicable, show any prior roles held during the Contract Point of Contact's employment.

Section 4 – Key Personnel and Flight Crew

Provide an organizational chart identifying names and roles of key personnel to be assigned to this agreement

Provide the name, address and telephone number and years of experience of all key personnel currently employed by the Proposer who will have a key role in providing services. Describe each person's respective area of expertise.

Provide the office location and address at which each key personnel indicated is assigned and currently working.

Provide resumes of proposed flight crew and of other key personnel employed by the Proposer which demonstrate their experience and qualifications. Include total flight time, total hours by type, and total Navajo PIC flight time figures for each member of the proposed flight crew.

Provide copies of proposed flight crew Pilot Certificates and Medical Certificates with each resume.

Include total flight hours logged and Navajo hours logged as depicted in the template below for each crew member.

Total Hours Logged – Civilian and Military

Aircraft	Total Hours	Piston			Turboprop	Jet
		Land	Sea	Amphib		
Single Engine – Fixed Wing						
Multi Engine – Fixed Wing						
Rotor Wing						

Navajo Hours Logged

Make and Model	Total Logged Hours			Time as Second-in-Command		
	Total Hours	Last 90 Days	Last 12 Mon	Total Hours	Last 90 Days	Last 12 Mon
Piper Navajo PA 31						

Section 5 – Experience of the Proposer

Provide information demonstrating Proposer's experience providing services similar to those required pursuant to the scope of services detailed in this RFP. At a minimum provide the following information:

Company Name
Brief Description of Services Provided to Company
Date of Services
Contact Name, Title and Email/Telephone

Provide the total number of years of experience providing the services that are the subject of this RFP.

Section 6 – Maintenance Oversight Experience

Provide a summary of the Proposer's experience providing aircraft maintenance oversight, FAA aircraft regulation/compliance monitoring, aircraft operational advice and recommendations, and navigational database oversight and updates.

Section 7 – Conflict of Interest and Business Ethics Disclosure

Disclose any circumstances where the conduct of the Proposer, or any officer, partner, major shareholder (greater than five percent (5%) interest), or other related party is currently being investigated by any governmental, administrative, or law enforcement entity or agency. Also disclose any adverse decision against the Proposer or such related parties (including, but not limited to judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body in the past five years.

If Proposer or any related parties have other business interests or relations that may cause, or appear to cause, a conflict of interest in its business with the Authority, the details of such conflicts shall be stated here. If no conflicts exist, that fact should also be stated here.

Section 8 – Training Plans

Describe training plans for Pilots and Flight Crew.

Section 9 –Reports

Proposer will provide sample monthly operational report as detailed in Section B.01 and B.07.

Section 10 – Fee and Cost Proposal

Proposers are required to submit a cost proposal using the following format:

Service Fees for Admin Services	Unit Cost
Aircraft maintenance oversight	\$ _____/mo.
Aircraft scheduling and dispatch	\$ _____/mo.
Monitoring FAA regulation/compliance issues	\$ _____/mo.
Providing monthly aircraft operational report	\$ _____/mo.
Providing aircraft operational advice and recommendations	\$ _____/mo.
Providing navigational database oversight and updates	\$ _____/mo.

Service Fees for Pilot Services	Unit Cost
Pilot In Command (PIC) - scheduled flights in Owner's aircraft.	\$ _____/day.
Safety Pilot (when required) scheduled flights in Owner's aircraft	\$ _____/day
Layover – PIC	\$ _____/day
Layover – Safety pilot	\$ _____/day
Cancellation rate (shall apply only to Owner cancellations occurring within 24 hours of scheduled departure). The price for cancellation rate shall be no more than 50% of the PIC.	\$ _____/day

Other Fees	Unit Cost
Maintenance Test Flight / Exercising & Inspecting Aircraft during Times of Inactivity	\$ _____/hour
Annual Fiscal Year Cumulative Summary of Operations Report	\$ _____/Lump Sum
Report detailing pilot current and flight history data for insurance purposes	\$ _____/Lump Sum
Aircraft Special Research Assignments	\$ _____/hour

Section 11 – Requested Forms/Certifications/Licenses
Proposer will provide the completed, executed Forms 1 – 4

END OF PART C

PART D
EVALUATION OF PROPOSALS

D.01 PROPOSAL EVALUATION

The Authority's Staff Evaluation Committee will meet to review the proposals at one or more publicly noticed meetings, as it deems necessary. After reviewing all responsive proposals, the Staff Evaluation Committee will forward all proposals to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the ASMC that includes a suggested order of preference of the firms the Staff Evaluation Committee finds most qualified to perform the requested services.

Even though the Staff Evaluation Committee provides input and recommendations as part of the selection process, the Staff Evaluation Committee does not and cannot short-list the proposals. In accordance with this Request for Proposals, Florida Statutes and the Board approved Lee County Port Authority Purchasing Policies, the selection process, including potential short-listing of firms, oral presentations, etc., rests solely with the ASMC, with final ranking approval by the Lee County Board of Port Commissioners.

The ASMC, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting proposals. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it will set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning.

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the ASMC selection will be based on its review and evaluation of the proposals received from qualified firms at its initial public meeting.

Authority staff and members of outside agencies (e.g., , FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

Consideration will be given to certified Disadvantaged Business Enterprise Minority Business Enterprise and Women Business Enterprise consultants in accordance with applicable governmental laws, policies, or regulations, as applicable.

At the conclusion of its evaluations, the ASMC will establish at a public meeting, by consensus, a list of at least three (3) firms deemed most qualified and capable to perform the required services. The ASMC will report its recommendations and order of preference to the Board of Port Commissioners.

Should the ASMC determine from its evaluations that there are fewer than three (3) qualified firms submitting proposals, it will provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the circumstances.

The Board of Port Commissioners, after consideration of the recommendation(s) and order of preference reported by the ASMC, will take such action as it deems appropriate to approve, in order of preference, the firm(s) that it deems qualified and capable to perform the required services, and authorize Authority staff to enter negotiations with the top ranked firm(s).

Award of any resulting agreement is subject to the recommendation of the ASMC and

approval by the Board of Port Commissioners. The ASMC and the Board of Port Commissioners have the sole rights to recommend and award, respectively, 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 reserve the right to request additional information and clarification of any answer or information submitted, including any omission from the original proposal. Additionally, the Authority reserves the right to waive any informalities or irregularities in any proposal and to reject any and/or all proposals in its sole discretion.

D.02 AUTOMATIC DISQUALIFICATION

Proposers will be disqualified from consideration for award of an agreement for any of the following reasons:

- Failure to submit Proposer's Certification with the submitted proposal
- Lobbying the Lee County Board of Port Commissioners, ASMC, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Proposals
- Collusion with the intent to defraud or other illegal practices upon the part of any Proposer submitting a proposal
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a proposal pursuant to Section 287.135, Florida Statutes
- Not being registered or authorized 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.

The Staff Evaluation Committee will place a high level of emphasis on the Proposer's experience and staff qualifications. Prices quoted in the proposal will be considered a contributing determining factor, but not the sole contributing factor, between Proposers with similar qualifications that have met all minimum qualifications.

In its review, the Staff Evaluation Committee may take some or all of the following actions:

- 1) Review all proposals pursuant to the evaluation factors stated herein;
- 2) List Proposers in a recommended order of preference for further consideration in oral interviews, and presentations or;
- 3) Recommend a ranked order of preference of qualified Proposers to the ASMC and Board of Port Commissioners; and
- 4) Receive written clarification of a submitted proposal.

D.04 TENTATIVE SOLICITATION SCHEDULE

The following tentative schedule is provided as a general guide on timing for this solicitation. The schedule is subject to change. Notices of the receiving due date, staff evaluation committee, ASMC and Board of Port Commissioners meetings are posted at www.flylcpa.com/legalnotices/. Please refer to the website for schedule information.

4/1/2021	Proposal Due Date
4/15/2021	Staff Evaluation Committee Meeting
5/18/2021	Airports Special Management Committee (ASMC)
6/15/2021	Oral Presentations (ASMC)
9/9/2021	Board of Port Commissioners approval of vendor selection
10/19/2021	ASMC contract review/approval
11/4/2021	Board of Port Commissioners contract approval

END OF PART D

PART E
NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The successful Proposer's proposal will serve as the basis for negotiating an agreement. Upon submission, all proposals become the property of the Authority, which will have the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposals, whether the proposal is accepted or not.

E.02 NEGOTIATION

The ASMC will make recommendation(s) to the Board of Port Commissioners of those Proposers it determines are best qualified to perform the requested services and with which the Authority should enter into negotiations, if any. Upon Board approval of the recommendation(s), the successful Proposer(s) will be invited to enter into negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs.

E.03 AWARD

Award of any resulting agreement is subject to the recommendation of the ASMC and approval by the Board of Port Commissioners.

END OF PART E

PART F
INSURANCE and INDEMNIFICATION

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

No agreement will be made pursuant to this Request for 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 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 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)

Workers' Compensation insurance (unless waived by the Authority as provided below) in such amounts and with such coverage as are required by statute and are customary for entities that operate or service aircraft as contemplated herein and that provide the applicable statutory benefits for all of Provider's employees performing services pursuant to this Agreement and includes broad form all-states coverage and an endorsement that specifically provides for waivers of any subrogation, contribution or other recovery rights the insurer may acquire against Authority. The Authority will generally only consider waiving the requirement for workers compensation insurance if the proposer has no employees other than the proposing entity's sole owner/operator, and that individual personally agrees, in his or her capacity as an individual, to release and hold harmless the Authority from any injury suffered.

Employers' Liability insurance with limits of at least \$1 million per accident for bodily injury and \$1 million per employee for disease.

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.

Certificate of Insurance

Prior to the execution of an agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful proposer will furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage. 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 proposal. 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 proposer will provide the Authority with a certified copy of all applicable insurance policies.

Change in coverage

The successful proposer is required to provide a minimum of thirty (30) days written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. All such notices will be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, For Myers FL 33913. If the proposer fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the successful proposer.

Subcontractor's requirement

The successful proposer must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

The successful proposer shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the successful proposer, or anyone performing any act required of the proposer in connection with performance of any contract awarded pursuant to this Request for Proposals. Additionally, prior to operating Authority's aircraft, each pilot shall be required to execute a hold harmless and liability release agreement.

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

Other Coverage

It is anticipated that the Authority will provide all-risk hull insurance with respect to the Aircraft, against loss, theft or damage, in such amount as the Authority shall determine; and comprehensive aviation liability insurance with respect to the Aircraft, naming the Authority, the, Provider, and such other persons as each party may reasonably designate.

END OF PART F

FORM 1: PROPOSER’S CERTIFICATION

As authorized representative of the Proposer, I certify that I have carefully examined the Request for Proposals (RFP), which includes scope, requirements for submission, general information and information concerning the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

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

I hereby propose to provide the services requested in this Request for Proposals. I agree that the Authority terms and conditions herein will take precedence over any conflicting terms and conditions submitted with the RFP and I agree to abide by all conditions of this document.

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

I certify that I fully understand the requirements set forth in the RFP and submit a proposal in full compliance. I further certify, under oath, that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a RFP for the same product or service. No officer, employee or agent of the Port Authority or of any other company who is interested in said RFP. And, the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

FORM 2: LOBBYING AFFIDAVIT

State of: _____

County of: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (Proposer), maker of the attached RFP and that neither the Proposer nor its agents have lobbied to obtain an award of the Agreement required by this Request for Proposals from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Proposals. The prospective Proposer further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by physical means of physical presence OR online notarization this _____ day of _____ 2021, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.

NOTE - THIS FORM MUST BE 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]

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of

physical presence or online notarization this _____ day of _____

2021, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.

FORM 4: SCRUTINIZED COMPANIES CERTIFICATION

Proposer hereby certifies under penalties of perjury as of the date of submission of its RFP to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Florida. Statute; is not engaged in business operations in Cuba and Syria; and will not engage in "Boycott Israel" activities, as defined in Section 215.4725 (1)(a) Florida. Statute (2016) that result in Proposer being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Proposals.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING OFFICE FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization this _____ day of _____ 2021, by _____ who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

Signature of Notary

Serial/Commission No.



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

ADDENDUM No. 1

ISSUE DATE: March 23, 2021

REQUEST FOR PROPOSALS 21-05MLW, AIRCRAFT ADMINISTRATION AND FLIGHT SERVICES FOR THE LEE COUNTY PORT AUTHORITY

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: Can you all provide any historical or annual usage of aircraft?

Answer: 2008-2019 average aircraft usage is between 60 – 70 hours. Since March of 2020, due to COVID related travel restrictions, the aircraft has flown 29.5 hours.

REMINDER: Proposals are due by 2:00 p.m. on April 1, 2021.

DocuSigned by:

FA068A66127C4A5...

Melissa M. Wendel, CPPO, NIGP-CPP
Procurement Manager

cc: Mark Trank, Assistant Port Authority Attorney
Scott Sheets, Director Page Field
Derek Faulkner, Airport Operations Manager
Megan Wilson, Procurement Agent

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve grant of permanent non-exclusive underground utility easement to Florida Power & Light Company and Embarq Florida, Inc., d/b/a CenturyLink to provide electrical service to Alta Resources at Southwest Florida International Airport.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Approves a permanent non-exclusive underground utility easement to allow Florida Power & Light Company and Embarq Florida, Inc., d/b/a CenturyLink to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport.

5. **CATEGORY:** 12.
Consent Agenda

6. **ASMC MEETING DATE:** 6/15/2021

7. **BoPC MEETING DATE:** 6/24/2021

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Mark A. Trank

DIV. Port Attorney

10. BACKGROUND:

Florida Power & Light Company and Embarq Florida, Inc., d/b/a CenturyLink have requested the Board of County Commissioners grant a non-exclusive underground utility easement to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport. It is in the best interests of the County and Port Authority to grant the requested easement.

Attachment: Permanent Public Utility Easement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR <i>Benjamin R. Siegel</i>
---------------------------------	---------------------------------	-------	---------	---------------	---

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

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

13. PORT AUTHORITY ACTION:

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

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Strap No.: 19-45-26-00-00002.0000
Sections 35 & 36, Twp. 45 S, Range 24 E

PERMANENT PUBLIC UTILITY EASEMENT

This Permanent Public Utility Easement ("Easement") is made this _____ day of June, 2021, between LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902 ("Grantor") and FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908, and EMBARQ FLORIDA, INC., d/b/a CENTURYLINK, a corporation organized and existing under the laws of the State of Florida, whose mailing address is: 100 CenturyLink Drive, Monroe, LA 71203, its licensees, agents, successors and assigns (collectively "Grantees").

The undersigned Grantor, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, grants and gives to Grantees a permanent, nonexclusive easement for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, within an easement described on the attached Exhibit "A" as "Proposed 10' Public Utility Easement" (the "Easement Area").

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for power transmission or distribution or communications purposes; the right of ingress and egress to Grantor's property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of power transmission or distribution or communications; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantees may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

Provided such rights do not interfere with the rights granted herein to Grantees, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area, including the right to construct or maintain facilities that longitudinally and laterally traverse the Easement Area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused the foregoing to be executed intending to be bound as of the date and year first above written.

ATTEST:
LINDA DOGGETT,
Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair/Vice-Chair

Approved as to Form for the Reliance of
Lee County Only:

By: _____
Office of the County Attorney

LEGAL DESCRIPTION

COMMENCE AT THE MOST EASTERLY CORNER OF A LEASE TRACT REFERRED TO AS "ALTA FORT MYERS CONTACT CENTER" RECORDED IN INSTRUMENT NUMBER 2020000287134 OF THE OFFICIAL RECORDS OF LEE COUNTY FLORIDA; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF PAUL J. DOHERTY PARKWAY, A PRIVATE RIGHT OF WAY ALONG A CURVE TO THE RIGHT BEING CONCAVE NORTH WITH A RADIUS OF 1224.50 FEET, AN ARC LENGTH OF 10.48 FEET AND A DELTA ANGLE OF 00°32'03", THE CHORD OF SAID CURVE BEARS SOUTH 36°35'32" WEST FOR A DISTANCE OF 10.48 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 35°56'06" WEST A DISTANCE OF 352.08 FEET; THENCE SOUTH 53°59'52" WEST A DISTANCE OF 162.06 FEET; THENCE NORTH 36°0'08" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 53°69'52" EAST A DISTANCE OF 172.07 FEET; THENCE SOUTH 35°56'06" EAST A DISTANCE OF 358.95 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF PAUL J. DOHERTY PARKWAY AND THE POINT OF BEGINNING.

CONTAINING 5226 SQUARE FEET MORE OR LESS.

NOTES:

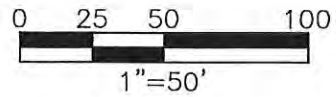
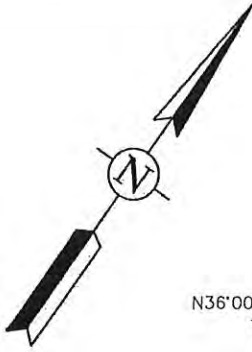
1. THIS IS NOT A SURVEY.
2. THERE WAS NO FIELD WORK DONE TO PREPARE THIS DOCUMENT.
3. BEARINGS ARE BASED ON INSTRUMENT NUMBER 2020000287134 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA.
4. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. UNLESS A DIRECT COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT OR RECORD VALUES.



I HEREBY CERTIFY THAT THE MAP OF SURVEY SHOWN HEREON IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Signature] 3/9/21
 DONALD G. MILLER, PSM 6674
 NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

<p>5701 Division Drive, Suite A Fort Myers, Florida 33905 Phone (239) 275-8875 LB 7917</p>	Project: ALTA RESOURCES SWFL INTERNATIONAL AIRPORT PAUL J. DOHERTY PARKWAY LEE COUNTY, FLORIDA	Title: PUBLIC UTILITY EASEMENT	
		Proj: 061580024 Date: 3/9/2021	Dwg. No. 1 of 2



N36°00'08"W 10.00'
 N53°59'52"E 172.07'
 PROPOSED 10' PUBLIC UTILITY EASEMENT
 S53°59'52"W 162.06'

10'
 10'
 PROPOSED 10' PUBLIC UTILITY EASEMENT
 N35°56'06"W 352.08'
 S35°56'06"E 358.95'

PROPOSED LEASE LINE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	10.48'	1124.50'	0°32'03"	S36°35'32"W	10.48'

EASTERN MOST CORNER
 ALTA RESOURCES PHASE
 INSTR#2020000287134
 POINT OF BEGINNING

NORTHERLY LINE
 PAUL J. DOHERTY PARKWAY (PRIVATE)

I HEREBY CERTIFY THAT THE MAP OF SURVEY SHOWN HEREON IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DONALD G. MILLER, PSM 6674
 NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MCKIM & CREED
 5701 Division Drive, Suite A
 Fort Myers, Florida 33905
 Phone (239) 275-8875
 LB 7917

Project:
 ALTA RESOURCES
 SWFL INTERNATIONAL AIRPORT
 PAUL J. DOHERTY PARKWAY
 LEE COUNTY, FLORIDA

Title:
 PUBLIC UTILITY EASEMENT
 Proj: 061580024 Dwg. No.
 Date: 3/9/2021 2 of 2

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request the Board approve (1) the FY 2021-22 Lee County Port Authority Budget, (2) the Rates & Fees pursuant to the Airline-Airport Use and Lease Agreement for the Southwest Florida International Airport, (3) the FY 2021-22 Compensation Plan, (4) the Page Field Rates and Fees for FY 2021-22, (5) a 2% salary adjustment and an average 1.25% merit for all non-union employees, (6) the authorization for the Executive Director or his designee to make interfund transfers during the year, as necessary, to maintain proper cash flow. Staff requests tentative approval subject to Public Hearings and final Board approval during the month of September.
2. **FUNDING SOURCE:** N/A
3. **TERM:** 10/1/2021 - 9/30/2022
4. **WHAT ACTION ACCOMPLISHES:** Tentatively approves the FY 2021-22 Budget for the Lee County Port Authority

5. **CATEGORY:** 13.
Administrative Agenda

6. **ASMC MEETING DATE:** 6/15/2021

7. **BoPC MEETING DATE:** 6/24/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
 NAME Brian McGonagle
 DIV. Administration

10. **BACKGROUND:**

The Proposed Fiscal Year 2021-22 Annual Budget for the Lee County Port Authority (all funds) totals \$397,793,810; an increase of \$23,009,624 or 6.14% over the current year's Amended Budget. The attached Exhibit A is a summary of all Lee County Port Authority Fiscal Year 2021-22 Proposed Funds.

The total Proposed RSW Airport Operating Budget, (See Exhibit B), including all required interfund transfers, is \$146,299,512; an increase of \$35,809,428 or 32.41%. The total operating expenses are \$32,854,494; an increase of \$6,180,313 or 23.17%. The increases were primarily due to expenses which were deferred last fiscal year such as deferred maintenance projects and operating capital and expected increases in categories such as information technology, property insurance, administrative costs, mitigation and permitting. Included in the budget is the continuation of Coronavirus Aid, Relief, and Economic Security (CARES) funding and Coronavirus Response and Relief Supplemental Appropriation Act (CRRSA) funding which helps stabilize

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>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

airline rates and charges. The total personnel expenses are \$39,402,831; an increase of \$4,164,866 or 11.82%. Increases can be attributed to a 2% salary adjustment October 1st, an average budgeted 1.25% salary increase per employee to be managed utilizing a merit based evaluation system with a scale of 0% to 2%. Other increases in personnel expenses are attributable to an increase in personnel, which include seven new full-time positions and two part-time positions, Port Authority's employer's contribution rate to the Florida Retirement System (FRS) and an increase on the employer's share of employee health costs.

Total non-signatory airline revenues are projected to be \$63,210,742; an increase of \$15,187,266 or 31.62%. Projected revenue increase includes such categories as rental car, parking lot, concessions and restaurants. The proposed operating budget as described above, and supported by the exhibits and worksheets attached, was presented to Airport and Airline Affairs Committee (AAAC) on May 26th, 2021 for consultation. The AAAC meeting was very productive and the committee supports the proposed operating budget.

The attached Exhibit B summarizes the major expenditures and revenues within the Airport Operating Fund compared with the current year's budget.

The proposed rates below were calculated with the assumption of a 38.31% increase in passengers and a 46.65% increase in landed weights when compared to the FY 2020-21 Approved Budget. Passengers and landed weight are projected higher when compared to this year's forecast. The projected total passengers and landed weight for next fiscal year are 8,301,107 and 5,296,323 respectively. The following tables illustrate our projections:

	Approved Budget 2020-21	Proposed Budget 2021-22	Variance Over (Under)	%
Total Passengers	6,001,735	8,301,107	2,299,372	38.31%
Total Landed Weight	3,611,578	5,296,323	1,684,745	46.65%

Below is a table comparing the FY 2020-21 approved rates, and the FY 2021-22 proposed rates:

	Approved Budget 2020-21	Proposed Budget 2021-22	Variance Over (Under)	%
Landing Fee	\$3.32	\$2.42	(\$.90)	(27.11%)
Terminal Rental Rate	\$92.08	\$99.18	\$7.10	7.71%
Cost Per Enplanement	\$10.15	\$7.31	(\$2.84)	(27.96%)

The Lee County Port Authority's Capital Project Budget reflects the costs related to certain capital projects for both the International Airport and Page Field. Ongoing projects in Fiscal Year 2021-22 include terminal expansion, passenger boarding bridge replacement, completion of the Air Traffic Control Tower and taxiway rehabilitation. Ongoing capital projects at Page Field include the continued design of the south quad hangars & ramp.

PAGE FIELD GENERAL AVIATION AIRPORT

The total proposed budget for Page Field is \$28,778,865; an increase of \$2,599,800 or 9.93%. The increase is primarily due to inventory purchases (fuel) and professional services.

Overall, total gallons of fuel sold are projected to be nearly 1.9 million, which is 22.14% over the FY 2020-21

Background (continued)

approved budget. Overall total operating expenses were up by \$2,463,593 or by 36.57%, primarily due to a projected increase in cost and volume of fuel (inventory) purchased, professional services and utilities. Total personnel expenses are \$3,879,205, an increase of \$490,823 or 14.49%. The increase can be attributed to two full-time positions, retirement and health costs. Total operating revenues are projected to be \$13,245,980 an increase of 22.81%. The increases are in fuel sales, building, land and hangar rent.

The attached Exhibit D summarizes the major expenditures and revenues within the Page Field Funds compared with the current year's budget. Also attached is the Page Field Rates and Fees document, which is updated each year.

Attachments:

1. Greensheet Backup – Exhibit A
2. Greensheet Backup – Exhibit B
3. Greensheet Backup – Exhibit C
4. Greensheet Backup – Exhibit D
5. FY 2021-22 Proposed Budget
6. FY 2021-22 Proposed Rates & Fees
7. FY 2021-22 Compensation Plan
8. FY 2021-22 Page Field Rates & Fees



Amira Trebincevic
Regional Director
Corporate Real Estate

Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, GA 30354-1989
T. +1 404 714 1343
F. +1 404 677 2524
M. +1 678 896 2664
amira.e.trebincevic@delta.com

June 13, 2021

Mr. Benjamin Siegel
Lee County Port Authority
Southwest Florida International Airport 11000
Terminal Access Road
Suite 8671
Fort Myers, FL 33913

RE: Lee County Port Authority FY22 Budget

Mr. Siegel:

On behalf of the Airport Airline Affairs Committee ("AAAC"), I want to thank you and your team for the work put in to building the FY22 budget. With actual activity heading toward pre pandemic levels in Fort Myers in a yet to recover travel industry your team has to thread the needle of increasing costs but still find a way to provide low rates for your travel partners still struggling toward profitability.

With the leisure travel return, RSW is projected to be at 75% of 2019 levels in 2021 and expected to be closing in on 2019 levels in 2022. As such the airport understandably needed to bring back staffing levels and some strategic investment spending that increased expenses by to support the return of activity which resulted in an expense 17% higher than last year and 3% higher than 2019 levels even after CARES (*e.g. COVID-19 relief funding incl CARES, CRSSA, ARPA*) application. It would be hard to manage low rates if not for **excellent results of the airport's debt refunding efforts** to lower debt service costs and thoughtful increased CARES application towards debt service.

With the steps taken the airport is able to put forward a budgeted CPE that is slightly improved to 2019 budgeted CPE levels, which is to be highly commended. **Though it doesn't look like 2019 to** the airlines overall and it remains a struggle to achieve profitability. While we commend this budget, as the airport has a strong financial position and additional grant capacity to consider applying more CARES to drive lower rates and lower CPE in FY22 rather than reserving that capacity for later years.

We know the airport will thoughtfully consider the airline plight and request, just as it did in FY21 when it took the additional leadership step to acknowledge the industry struggles and also provide the 1 month rent abatement for the airlines. That decision is not only appreciated and remembered by the airlines, but a sign of RSW strong financial management and leadership among airports.

Should you have any questions, please do not hesitate to contact me.

Regards,

Amira Trebincevic
Chair, Airline Airport Affairs Committee

EXHIBIT A

**LEE COUNTY PORT AUTHORITY
FY 2021/22 PROPOSED BUDGET
ALL FUNDS SUMMARY**

	FY 20/21 AMENDED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
APPROPRIATIONS				
41200 - Airport Operating	110,490,084	146,299,512	35,809,428	32.41%
41201 - Self-Insurance Fund	203,908	200,910	(2,998)	-1.47%
41203 - Page Field Operating	19,597,146	22,059,644	2,462,498	12.57%
41206 - Port Authority Donation Police K9	60,237	60,619	382	0.63%
41209 - Port Authority Grant Capital Repayment	340	344	4	1.18%
41210 - Reserve and Replacement Fund	504,468	502,273	(2,195)	-0.44%
41231 - LCPA Discretionary	51,395,448	51,608,689	213,241	0.41%
41234 - RSW Construction	189,093,204	175,321,957	(13,771,247)	-7.28%
41238 - Page Field Construction	6,581,919	6,719,221	137,302	2.09%
41250 - Passenger Facility Charge	15,930,724	17,925,073	1,994,349	12.52%
41251 - PFC Capital Fund	35,208,053	22,741,559	(12,466,494)	-35.41%
41255 - Rental Car Facility Charge	145,124	138,481	(6,643)	-4.58%
41262 - Revolving Credit Facility	12,903,687	14,257,336	1,353,649	10.49%
41271 - Debt Service Reserves	26,379,191	25,922,058	(457,133)	-1.73%
41273 - Revenue Refunding Bonds 2010	4,480,800	23,133,869	18,653,069	416.29%
41275 - Revenue Refunding Bonds 2011	9,552,356	-	(9,552,356)	-100.00%
41276 - Revenue Refunding Bonds 2015	1,821,875	1,821,890	15	0.00%
41277 - Revenue Refunding Bonds 2021	0	7,191,962	7,191,962	100.00%
41290 - Rebate Fund	10,098	10,101	3	0.03%
Sub Total	484,358,662	515,915,498	31,556,836	6.52%
(Less: Transfers)	(109,574,476)	(118,121,688)	(8,547,212)	-7.80%
TOTAL APPROPRIATIONS	<u>\$374,784,186</u>	<u>\$397,793,810</u>	<u>\$23,009,624</u>	<u>6.14%</u>
OPERATING				
Operating Expenditures	\$76,150,050	\$88,374,840	\$12,224,790	16.05%
Participating Airline Rebates	3,499,598	4,948,238	1,448,640	41.39%
Subtotal Operating	79,649,648	93,323,078	13,673,430	17.17%
CAPITAL				
Capital Construction	129,465,619	116,025,718	(13,439,901)	-10.38%
DEBT SERVICE				
Arbitrage Rebate	10,000	10,000	0	0.00%
Misc. Financial Services	1,760	149,892	148,132	8416.59%
Principal Payment	15,731,266	36,058,741	20,327,475	129.22%
Interest Payment	12,753,544	9,959,725	(2,793,819)	-21.91%
Debt Service Reserves	25,943,196	25,943,564	368	0.00%
Subtotal Debt Service	54,439,766	72,121,922	17,682,156	32.48%
Airport Reserves	111,229,153	116,323,091	5,093,938	4.58%
TOTAL ALL FUNDS	<u>\$374,784,186</u>	<u>\$397,793,810</u>	<u>\$23,009,624</u>	<u>6.14%</u>

EXHIBIT B

**Lee County Port Authority
FY 2021/22 Proposed Budget
Airport Operating Fund**

	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	Variance Over (Under)	Percent Over (Under)
<u>Operating Expenses:</u>				
Contractual Services, Materials & Supplies	\$ 21,506,654	\$ 24,166,054	\$ 2,659,400	12.37%
Utilities	4,104,928	4,225,422	120,494	2.94%
Repairs & Maintenance	2,239,804	3,039,261	799,457	35.69%
Insurance	1,864,850	2,398,029	533,179	28.59%
Capital	613,946	1,813,946	1,200,000	195.46%
CARES Funding	(5,500,000)	(5,000,000)	500,000	-9.09%
Other (Indirect Costs, Education, & other misc increases/decreases)	1,843,999	2,211,783	367,784	19.94%
Total Operating	26,674,181	32,854,494	6,180,313	23.17%
<u>Personnel Expenses:</u>				
Salaries & Wages	22,923,078	25,479,333	2,556,255	11.15%
Employee Benefits	12,314,886	13,923,499	1,608,612	13.06%
Total Personnel	35,237,964	39,402,831	4,164,867	11.82%
<u>Other Non-Operating Expenses:</u>				
Airline Rebate/Revenue Sharing	3,499,598	4,948,238	1,448,640	41.39%
Interfund Transfers	24,100,304	45,529,617	21,429,313	88.92%
Reserves	20,978,036	23,564,331	2,586,295	12.33%
Total Other Non-Operating	48,577,938	74,042,186	25,464,248	52.42%
TOTAL EXPENSES	\$ 110,490,084	\$ 146,299,512	\$ 35,809,428	32.41%
<u>Non-Signatory Airline Revenues:</u>				
Advertising	\$ 308,331	\$ 865,656	\$ 557,325	180.76%
Airport Facility Charge	905,515	1,409,045	503,530	55.61%
Apron Use Charge	300,400	396,484	96,084	31.99%
Rental Car Ground Rents	1,616,816	1,626,510	9,694	0.60%
Cargo Revenues	513,950	557,223	43,273	8.42%
Catering	192,941	251,586	58,645	30.40%
Concessions	2,330,110	2,907,427	577,317	24.78%
Employee Parking	298,246	341,849	43,603	14.62%
Equipment Use Charge	587,749	841,859	254,110	43.23%
Facility Use Charge	973,400	1,441,776	468,376	48.12%
Fuel Systems	2,381,512	2,982,188	600,676	25.22%
Ground Transportation	492,063	1,039,937	547,874	111.34%
Investment Income	323,559	121,384	(202,175)	-62.48%
Land Rent & Building Rent RAC	2,956,826	3,237,215	280,389	9.48%
Non Signatory Landing Fees	1,422,073	1,563,513	141,440	9.95%
Other (Cell Phone Tower, K9 and LEO reimbursement)	1,119,818	1,513,225	393,407	35.13%
Parking Lot	10,240,550	13,753,141	3,512,591	34.30%
Privilege Fees	770,641	1,350,086	579,445	75.19%
Rental Cars (On & Off Airport)	15,825,399	22,048,822	6,223,423	39.33%
Restaurants	2,819,711	3,109,218	289,507	10.27%
Terminal Rents	1,643,856	1,852,598	208,742	12.70%
Total Non-Signatory Airline	48,023,466	63,210,742	15,187,276	31.62%
Signatory Airline Revenues	29,855,096	32,517,324	2,662,228	8.92%
Total Operating Revenues	77,878,562	95,728,066	17,849,504	22.92%
<u>Non-Operating Revenues</u>				
Fund Balance	19,163,068	29,425,498	10,262,430	53.55%
CARES Funding	5,500,000	14,600,000	9,100,000	165.45%
Interfund Transfer	7,948,454	6,545,948	(1,402,506)	-17.65%
Total Non-Operating	32,611,522	50,571,446	17,959,924	55.07%
TOTAL REVENUES	\$ 110,490,084	\$ 146,299,512	\$ 35,809,428	32.41%

EXHIBIT C

**Lee County Port Authority
FY 2021/22 Proposed Budget
Southwest Florida International Airport
Comparative Budgetary Analysis**

	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	FY 2020/21 Proposed Budget vs. 2020/21 %
Total Passengers	6,001,735	8,301,107	38.31%
Total Landed Weight	3,611,578	5,296,323	46.65%
Terminal Rental Revenue	\$ 6,014,796	\$ 6,585,544	9.49%
Gate Area Revenue	5,454,359	6,154,686	12.84%
Baggage Area Charges	5,584,652	6,015,267	7.71%
Landing Fee Revenue	11,990,439	12,817,100	6.89%
Apron Fee Revenue	2,201,418	2,456,172	11.57%
Revenues:			
Airline User Fees	\$ 31,411,931	\$ 34,228,578	8.97%
Non Signatory Revenue	48,066,723	62,217,549	29.44%
Passenger Facility Charges	1,991,100	2,819,341	41.60%
Total Revenue	\$ 81,469,754	\$ 99,265,468	21.84%
Expenses:			
Personnel	\$ 35,237,964	\$ 39,402,831	11.82%
Operating	31,560,235	36,040,548	14.20%
Capital	613,946	1,813,946	195.46%
CARES Funding	(5,500,000)	(5,000,000)	
Total Expenses	\$ 61,912,145	\$ 72,257,325	16.71%
Net Revenue	\$ 19,557,609	\$ 27,008,143	38.10%
Less Total Debt Service	\$ 16,222,554	\$ 13,223,610	-18.49%
Net Funds Remaining	\$ 3,335,055	\$ 13,784,533	313.32%
Less Working Capital Reserve	-	646,574	100.00%
Less Project Amortization	1,554,513	2,380,922	53.16%
Net Funds Remaining after Adjustments	\$ 1,780,542	\$ 10,757,037	504.14%
LCPA Share 60% (Rebate/Sharing)	\$ 1,068,325	\$ 6,454,222	504.14%
Airline Share 40% (Rebate/Sharing)	\$ 712,217	\$ 4,302,815	504.14%
Rates:			
Landing Fee	\$ 3.32	\$ 2.42	-27.11%
Terminal Rental Rate	\$ 92.08	\$ 99.18	7.71%
Apron Fee Per Gate	\$ 122,305	\$ 136,454	11.57%
Average Cost Per Enplanement	\$ 10.15	\$ 7.31	-27.98%

EXHIBIT D

**Lee County Port Authority
FY 2021/22 Proposed Budget
Page Field Funds**

	FY 20/21 AMENDED BUDGET	FY 21/22 PROPOSED BUDGET	Variance Over (Under)	Percent Over (Under)
Operating Expenses				
Professional Services, Materials & Supplies	\$ 1,230,202	\$ 2,036,301	806,099	65.53%
Inventory Purchases	4,409,478	6,043,517	1,634,039	37.06%
Utilities	423,608	483,584	59,976	14.16%
Repairs & Maintenance	422,409	309,334	(113,075)	-26.77%
Insurance	107,072	113,088	6,016	5.62%
Other (Promotions, Reference Materials & misc increases/decreases)	143,497	214,035	70,538	49.16%
Total Operating	6,736,266	9,199,859	2,463,593	36.57%
Personnel Expenses				
Salaries & Wages	2,228,856	2,466,622	237,766	10.67%
Employee Benefits	1,159,526	1,412,583	253,057	21.82%
Total Personnel	3,388,382	3,879,205	490,823	14.49%
Non-Operating Expenses				
Capital	3,625,886	3,074,848	(551,038)	-15.20%
Interfund Transfers	4,750,000	4,750,000	-	0.00%
Reserves	7,678,531	7,874,953	196,422	2.56%
Total Non-Operating Expenses	16,054,417	15,699,801	(354,616)	-2.21%
TOTAL EXPENSES	\$ 26,179,065	\$ 28,778,865	\$ 2,599,800	9.93%
Operating Revenues				
Fuel Sales (Jet A, Av Gas and Self Serve)	\$ 6,680,320	\$ 8,691,199	\$ 2,010,879	30.10%
Investment Income	118,028	97,625	(20,403)	-17.29%
Rental Cars and Misc Revenues	301,200	449,419	148,219	49.21%
Rental Income	3,443,096	3,686,117	243,021	7.06%
Retail/Concessions	47,346	35,210	(12,136)	-25.63%
Tie Down/Ramp Fees	195,706	286,410	90,704	46.35%
Total Operating Revenues	10,785,696	13,245,980	2,460,284	22.81%
Non-Operating Revenues				
Fund Balance	9,043,369	9,130,450	87,081	0.96%
Grants (Federal and State)	1,350,000	1,402,435	52,435	3.88%
Interfund Transfer	5,000,000	5,000,000	-	0.00%
Total Non-Operating Revenues	15,393,369	15,532,885	139,516	0.91%
TOTAL REVENUES	\$ 26,179,065	\$ 28,778,865	\$ 2,599,800	9.93%



Lee County Port Authority

Proposed Budget

Southwest Florida International Airport | Page Field



Fiscal Year 2021-2022

LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022

Board of Port Commissioners:

Kevin Ruane, Chairman

Cecil L Pendergrass, Vice Chairman

Brian Hamman

Frank Mann

Ray Sandelli

Airports Special Management Committee:

Noel Andress, Chair

Fran Myers, Vice Chair

John E. Goodrich, Jr.

Randy Krise

Robbie Roepstorff

R. Scott Cameron, Collier County

Dana W. Carr, Charlotte County

LEE COUNTY PORT AUTHORITY
ADOPTED BUDGET FISCAL YEAR 2021/2022

TABLE OF CONTENTS

	<u>Page</u>
A. Budget Message.....	2-4
B. Budget Summary	
Statistics and Graphs.....	5-17
Fund Summaries.....	18-19
Operating Revenue Summary.....	20-21
Operating Expense Summary.....	22-26
C. Budgets by Division	
Executive Director.....	27-29
Administration.....	30-37
Development.....	38-43
Aviation.....	44-57
D. Other Funds Budgets	
Other Fund Descriptions.....	58-60
Page Field.....	61-65
Debt Service.....	66-72
Self Insurance and Capital.....	73-82
E. Supplemental Information	
FY 2021 Forecast All Fund Summary.....	83
FY 2021 Forecast Operating Fund Summary.....	84



Direct Dial: (239) 590-4400

Fax: (239) 590-4533

BENJAMIN R. SIEGEL, CPA, C.M.
EXECUTIVE DIRECTOR

RICHARD WM. WESCH
PORT AUTHORITY ATTORNEY

June 24, 2021

Lee County Board of Port Commissioners
P.O. Box 398
Fort Myers, Florida 33902

Dear Commissioners:

I am pleased to present the Lee County Port Authority (“Port Authority”) Budget for Fiscal Year 2021-22. The Proposed Fiscal Year 2021-22 consolidated (all funds) annual budget for the Port Authority totals \$397.8 million, an increase of 6.14 percent or \$23 million more than the current year’s Amended Budget.

The Airport Operating Fund for Southwest Florida International Airport is included in the overall Port Authority budget. The total Proposed Operating Budget for Fiscal Year 2021-22 is \$146.3 million, which represents an increase of 32.4 percent or \$35.8 million. The increase is attributable to allocation of resources for deferred maintenance projects and the addition of seven (7) positions. The following projections were used in the establishment of the Airport Operating Fund:

- ➔ The total number of passengers is projected to be 8,301,107, an increase of approximately 38.3 percent more than the Fiscal Year 2021 Approved Budget. This is an increase from the Fiscal Year 2021 Forecast of 7,546,510.
- ➔ The total landed weight is projected to be 5,296,323 units, an increase of approximately 46.6 percent more than the Fiscal Year 2021 Approved Budget. This is also an increase from the Fiscal Year 2021 Forecast of 5,167,971.

The following is a brief summary of total revenues:

	Fiscal Year 2020-21 Approved Budget	Fiscal Year 2021-22 Proposed Budget	<u>Variance</u>
Non-Airline Revenues	48,023,466	63,210,742	15,187,276
Signatory Airline Revenues	29,855,096	32,517,324	2,662,228
Fund Balance and Interfund Transfers	<u>32,611,522</u>	<u>50,571,446</u>	<u>17,959,924</u>
Total	<u>\$110,490,084</u>	<u>\$146,299,512</u>	<u>\$35,809,428</u>

The increase in Non-Airline Revenues are primarily attributed to a projected increase in passenger and airline activity. Budgeted revenues include, but are not limited to, rental cars (\$6.2 million increase), parking lot (\$3.5 million increase), restaurants and concessions (\$1.1 million increase).

The following is a brief summary of total expenses:

	Fiscal Year 2020-21 Approved Budget	Fiscal Year 2021-22 Proposed Budget	Variance
Personnel	35,237,964	39,402,831	4,164,867
Operating	26,674,181	32,854,494	6,180,313
Non-Operating	48,577,939	74,042,187	25,464,248
Total	<u>\$110,490,084</u>	<u>\$146,299,512</u>	<u>\$35,809,428</u>

The increase in personnel costs is attributable to a 2 percent salary adjustment on Oct. 1, 2021, and an average budgeted 1.25 percent salary increase per employee to be managed utilizing a merit-based evaluation system with a scale of 0-2 percent. Other increases include the addition of seven full-time positions and two part-time positions, an increase in the employer's share of health and dental insurance premiums for employees, and a legislative increase in the Port Authority's contribution into the Florida Retirement System for employees. The increase of \$6.2 million in operating expenses is primarily attributed to increases in maintenance projects, operating capital and information technology, which had been deferred from the prior year. Other increases include property insurance, administrative costs, mitigation and permitting. The increase in non-operating is due to an increase in the additional defeasement of debt funded by federal stimulus dollars.

As a result of the above, the proposed rates and charges for Southwest Florida International Airport are as follows:

	Fiscal Year 2020-21 Approved Budget	Fiscal Year 2021-22 Proposed Budget	Variance
Landing Fees	\$3.32	\$2.42	(\$.90)
Terminal Rental Rate	\$92.08	\$99.18	\$7.10
Average Cost Per Enplanement	\$10.15	\$7.31	(\$2.84)

Port Authority staff met with the airlines on May 26, 2021, and presented a summary of the proposed budget and rates and fees.

Lee County Board of Port Commissioners
June 24, 2021
Page 3

The airlines were complimentary of LCPA management efforts to maintain a low cost-per-enplanement (CPE) and strategic use of CARES funds to stabilize the airline's rates and charges. The airlines had no recommendations to change any of the budgeted projections. The average cost-per enplanement is projected to decrease to \$7.31. Our budget projections include an estimate of \$14.6 million of CARES Act funding to help offset operating expenses and debt service.

The Capital Construction Proposed Budget is \$116 million, a decrease of \$13.4 million. Projects included are the terminal expansion, airside pavement rehabilitation, passenger boarding bridges and completion of the Airport Traffic Control Tower (ATCT).

The Page Field Proposed Budget is \$28.8 million, an increase of \$2.6 million. The majority of the increases was in inventory (fuel) and operating expenses. Projects that are included in the Fiscal Year 2021-22 budget are the design of the new South Quad hangars and ramp.

Operating revenues are projected to increase by 22.8 percent, with increases of fuel sales by \$2.01 million, as well as land and building rental income of \$243,000. The increase in fuel sales is due to a forecasted increase in the gallons sold and price. The operating expenses are expected to increase overall by 36.6 percent. This increase is primarily attributed to inventory (fuel for resale) and maintenance projects.

We are pleased with the results of the Proposed Fiscal Year 2021-22 Port Authority Consolidated Budget and appreciate your continued support. If you have any questions or require further information regarding the enclosed budget information, please contact me.

Sincerely,

LEE COUNTY PORT AUTHORITY



Benjamin R. Siegel, CPA, C.M.
Executive Director

BRS:BWM/lac

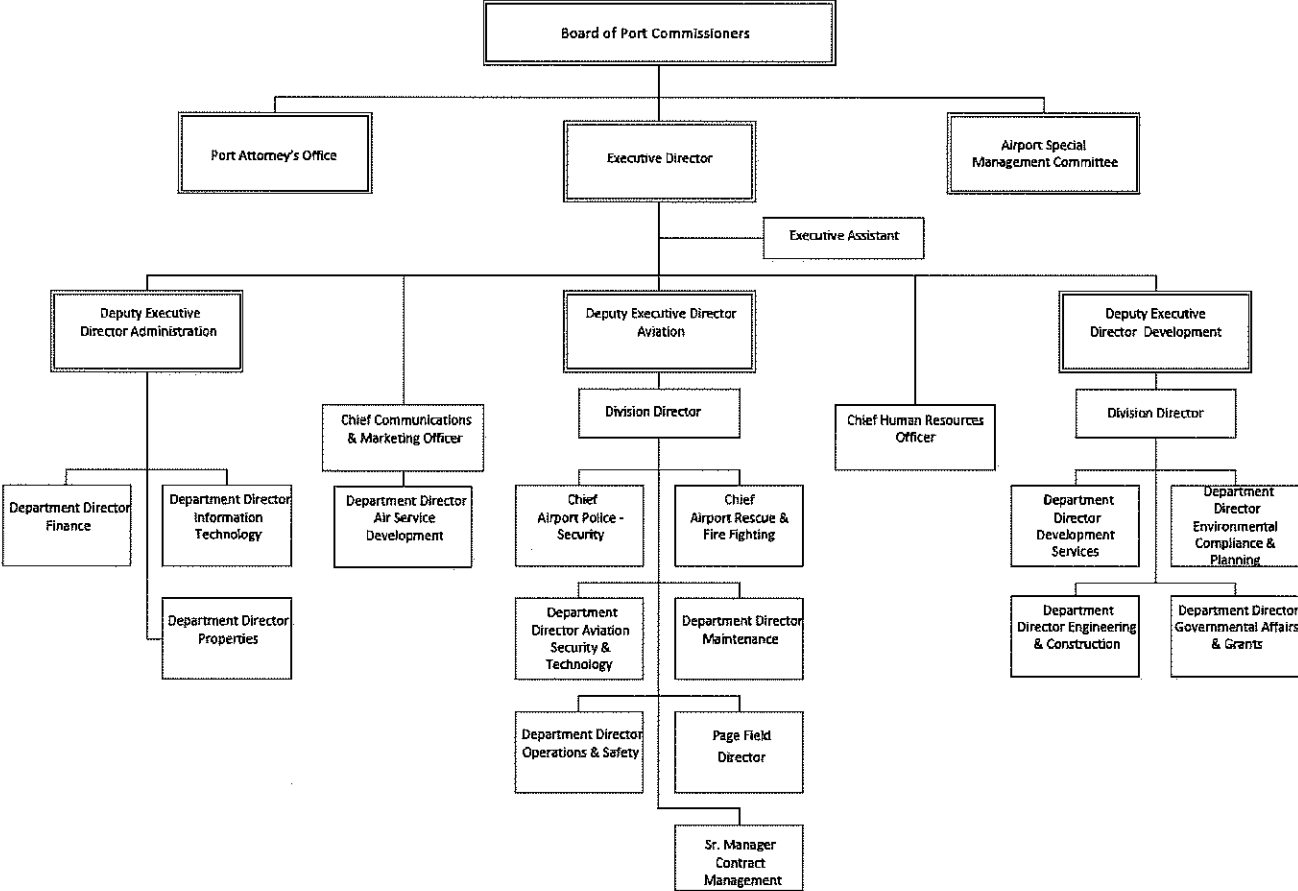
Key Statistical Indicators

Rates and Fees (Proposed Budget 2021/22)

	FY 20/21 Approved <u>Budget</u>	FY 21/22 Proposed <u>Budget</u>	Variance Over/ <u>(Under)</u>
Total Passengers	6,001,735	8,301,107	2,299,372
Total Landed Weight (x 1,000 lbs)	3,611,578	5,296,323	1,684,745
Landing Fee	\$ 3.32	\$ 2.42	\$ (0.90)
Terminal Rental Rate	\$ 92.08	\$ 99.18	\$ 7.10
Net Cost Per Enplanement	\$ 10.15	\$ 7.31	\$ (2.84)

Organizational Chart

Proposed Budget 2021/22



Full-time Funded Position Manning Table

Proposed Budget 2021/22

Department Name	Approved Budget FY 13/14	Approved Budget FY 14/15	Approved Budget FY 15/16	Approved Budget FY 16/17	Approved Budget FY 17/18	Approved Budget FY 18/19	Approved Budget FY 19/20	Approved Budget FY 20/21	Proposed Budget FY 21/22	Variance
Executive Director	2	2	2	2	2	2	2	2	2	0
EXECUTIVE DIVISION	2	2	2	2	2	2	2	2	2	0
Air Service Development	3	3	3	3	2	2	2	2	2	0
Communications & Marketing	5	5	6	6	9	9	9	9	9	0
Finance & Budget	14	14	14	14	14	14	14	14	14	0
General Services	12	12	11	11	0	0	0	0	0	0
Human Resources	4	4	5	5	6	6	6	6	6	0
Information Technology	13	13	14	16	16	16	17	17	18	1
Property Management	4	4	3	3	5	5	5	5	5	0
Purchasing	0	0	0	0	6	6	5	6	6	0
ADMINISTRATION DIVISION	55	55	56	58	58	58	58	59	60	1
Development	24	23	23	23	23	23	23	22	22	0
DEVELOPMENT DIVISION	24	23	23	23	23	23	23	22	22	0
Contract Management	2	2	2	2	2	2	3	3	3	0
Aircraft Rescue	43	43	43	43	43	43	43	43	43	0
Airport Police	41	44	44	43	43	43	47	67	71	4
Aviation	3	3	3	3	3	3	3	3	3	0
Aviation Security & Tech	1	1	1	19	19	19	17	17	18	1
Maintenance	104	108	112	114	114	114	116	116	116	0
Operations & Safety	35	35	35	22	22	22	23	23	24	1
Page Field	22	23	23	24	24	24	24	24	26	2
Security	27	25	25	22	22	22	20	0	0	0
AVIATION DIVISION	278	284	288	292	292	292	296	296	304	8
TOTAL	359	364	369	375	375	375	379	379	388	9

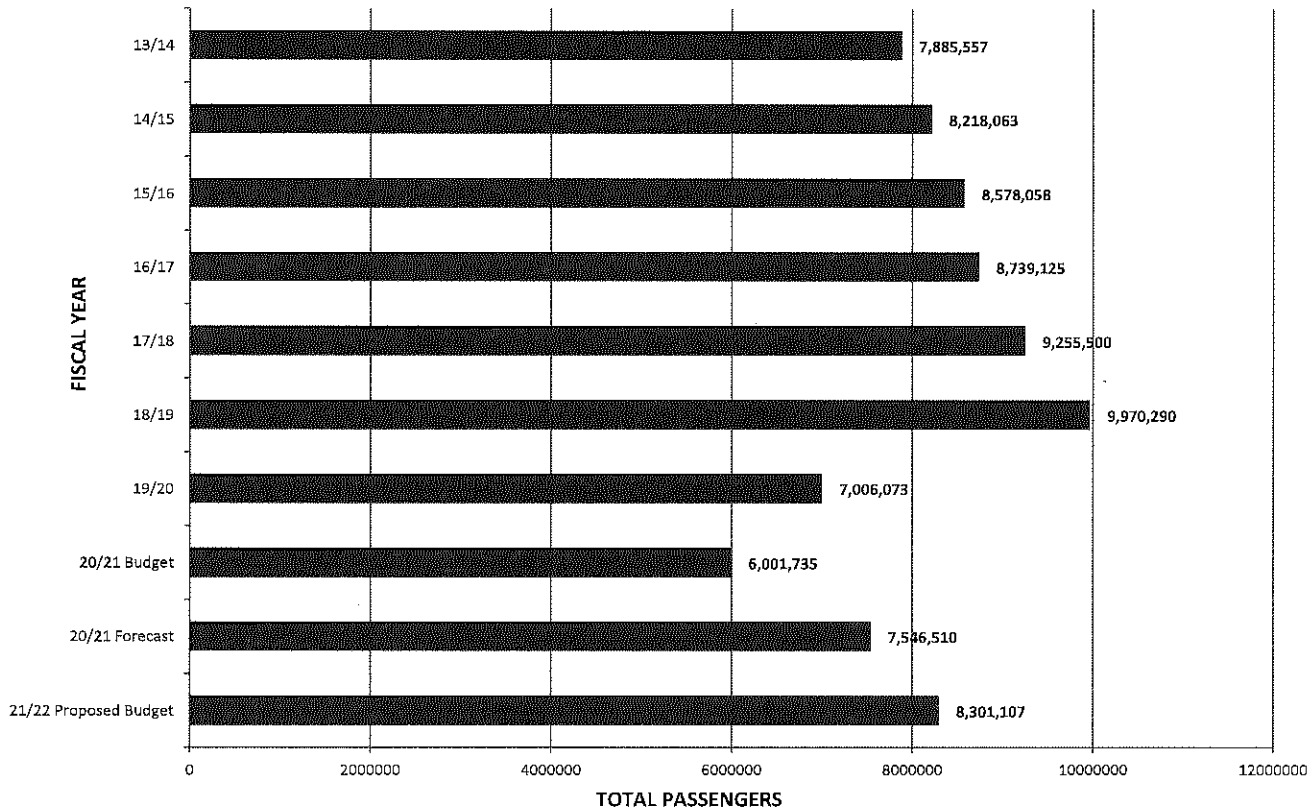
Part-time Funded Position Manning Table

Proposed Budget 2021/22

<u>Department Name</u>	<u>Approved FY 13/14</u>	<u>Approved FY 14/15</u>	<u>Approved FY 15/16</u>	<u>Approved FY 16/17</u>	<u>Approved FY 17/18</u>	<u>Approved FY 18/19</u>	<u>Approved FY 19/20</u>	<u>Approved FY 20/21</u>	<u>Proposed FY 21/22</u>	<u>Variance</u>
General Services	2	2	2	2	0	0	0	0	0	0
Purchasing	0	0	0	0	1	1	1	1	1	0
Communications & Marketing	0	0	0	0	1	1	1	1	1	0
Operations & Safety	0	4	4	4	4	4	5	5	5	0
Page Field Aviation	2	2	2	2	2	2	2	2	2	0
Aviation Security & Technology	0	0	0	0	0	0	2	2	2	0
Police	0	0	0	0	0	0	9	9	11	2
Total	4	8	8	8	8	8	20	20	22	2

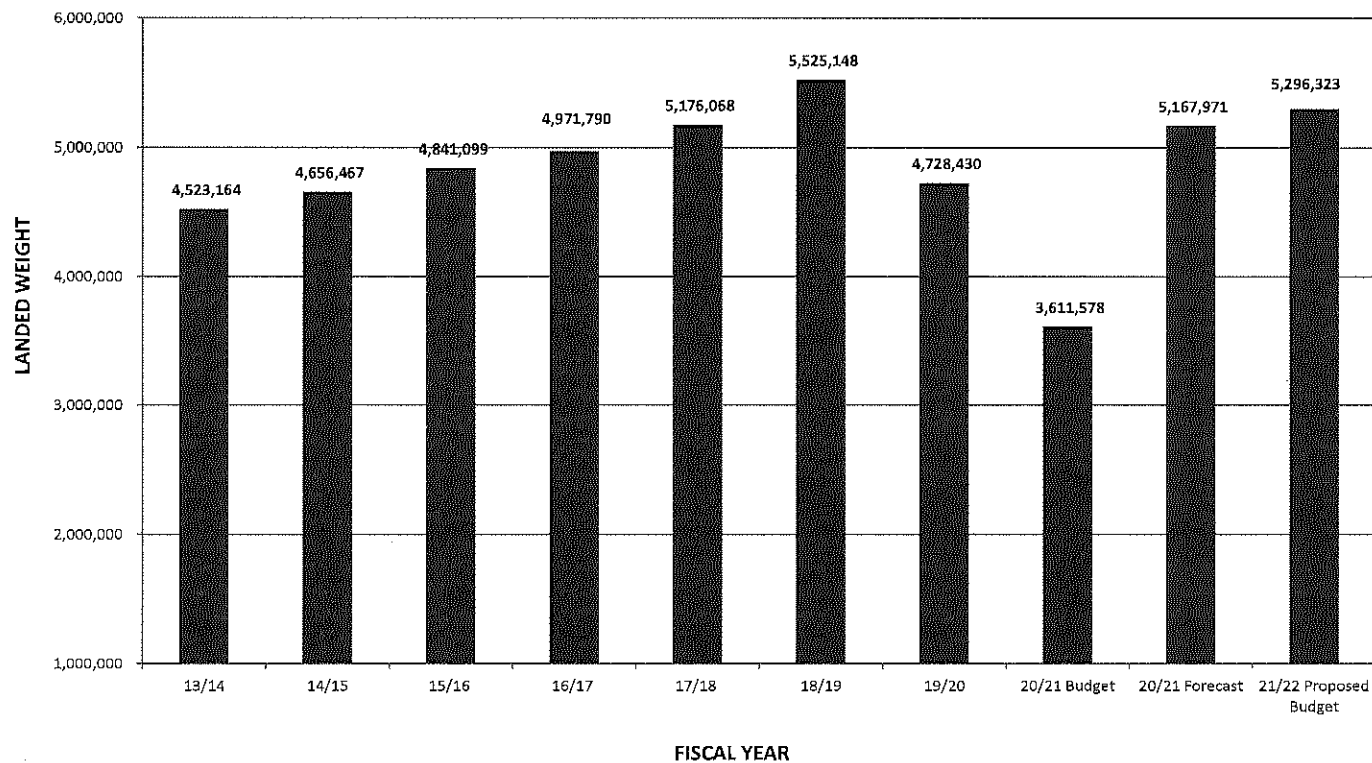
Fiscal Year Total Passengers

Proposed Budget 2021/22



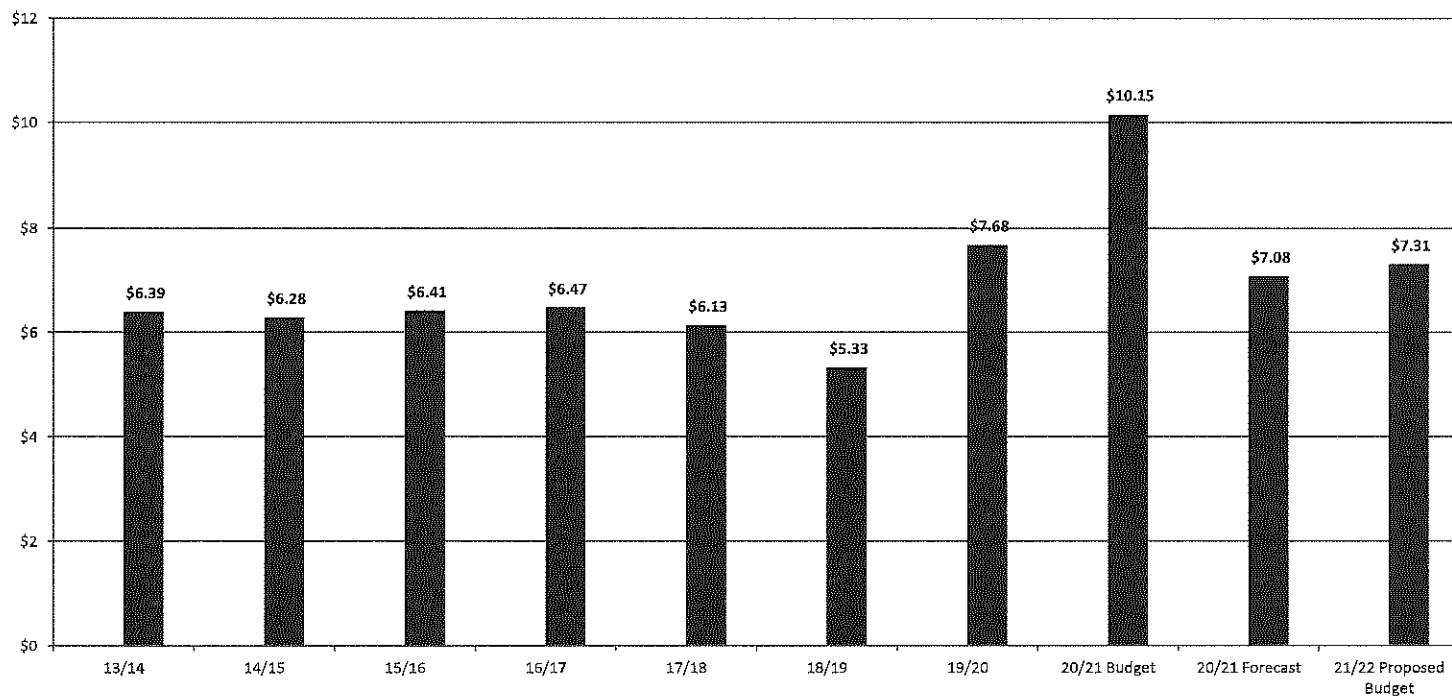
Fiscal Year Total Landed Weight

Proposed Budget 2021/22



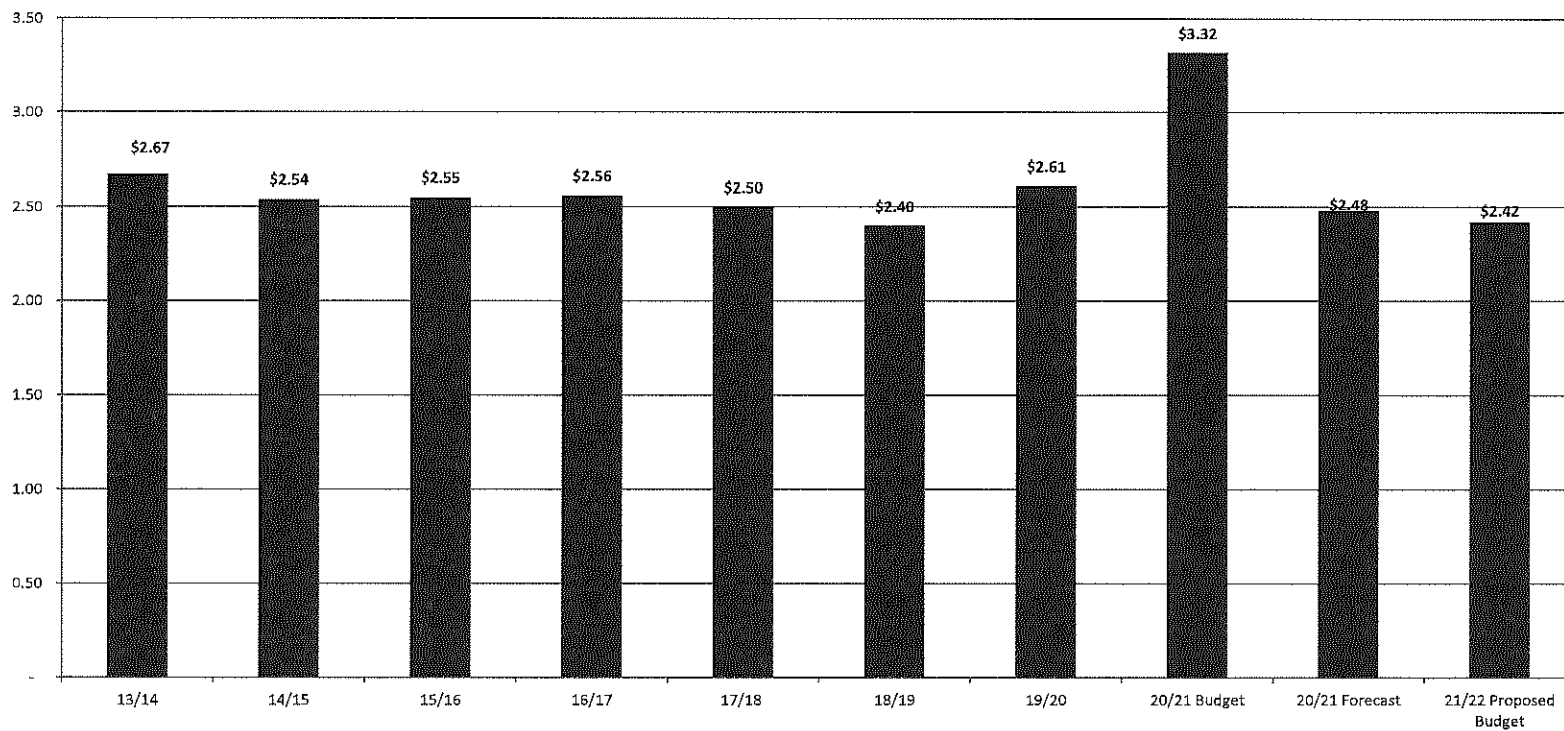
Fiscal Year Net Cost Per Enplanement

Proposed Budget 2021/22



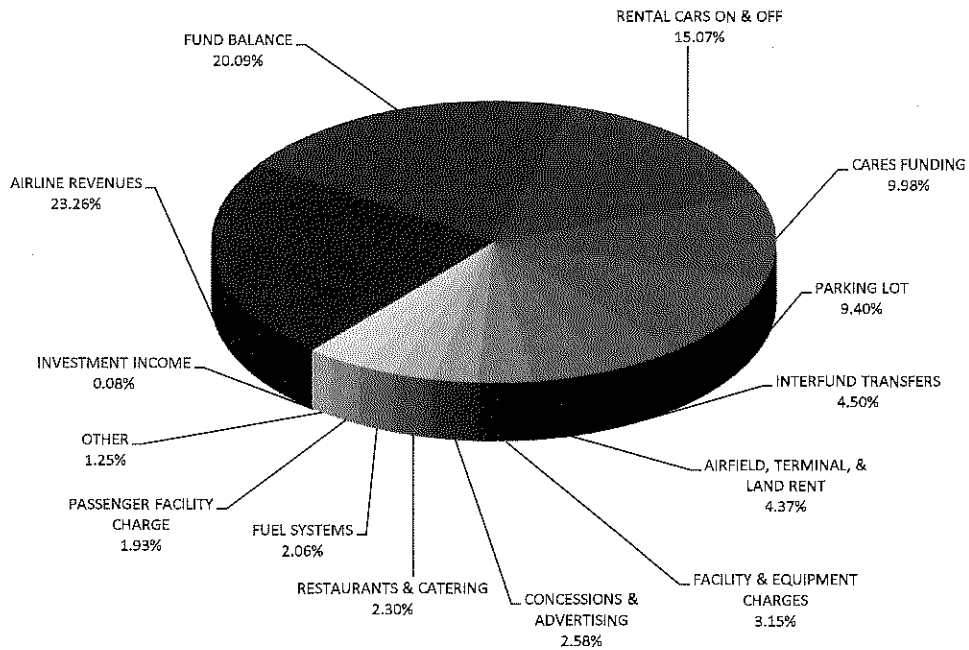
Fiscal Year Landing Fee

Proposed Budget 2021/22



Fiscal Year Operating Fund

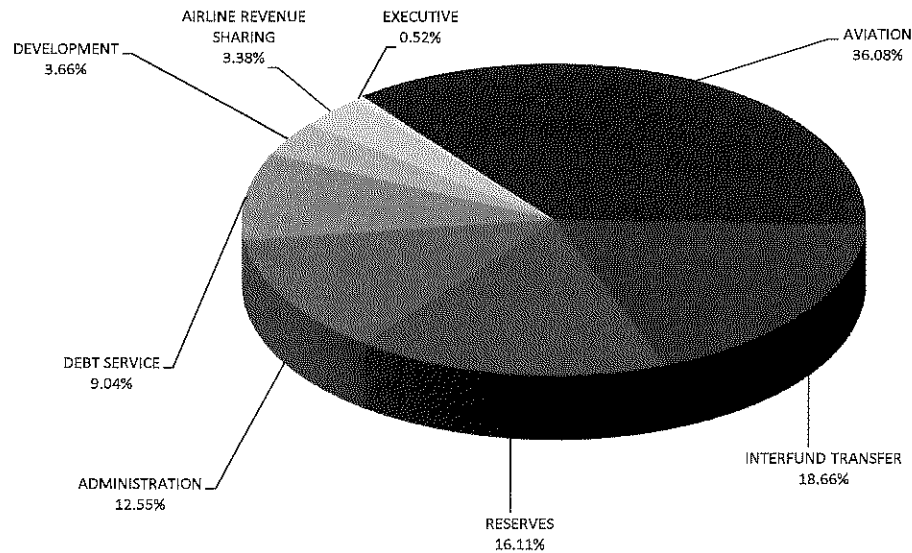
41200 Revenues – Proposed Budget 2021/22



AIRLINE REVENUE	\$34,028,770
FUND BALANCE	29,393,020
RENTAL CARS (ON & OFF AIRPORT)	22,048,822
CARES FUNDING	14,600,000
PARKING LOT	13,753,141
INTERFUND TRANSFER	6,578,426
AIRFIELD, TERMINAL & LAND RENT	6,386,322
AIRPORT FACILITY & EQUIPMENT CH	4,602,807
CONCESSIONS & ADVERTISING	3,773,083
RESTAURANTS/CATERING	3,360,804
FUEL SYSTEMS	3,006,960
PASSENGER FACILITY CHARGE	2,819,341
OTHER REVENUES	1,826,632
INVESTMENT INCOME	121,384
TOTAL	\$ 146,299,512

Fiscal Year Operating Fund

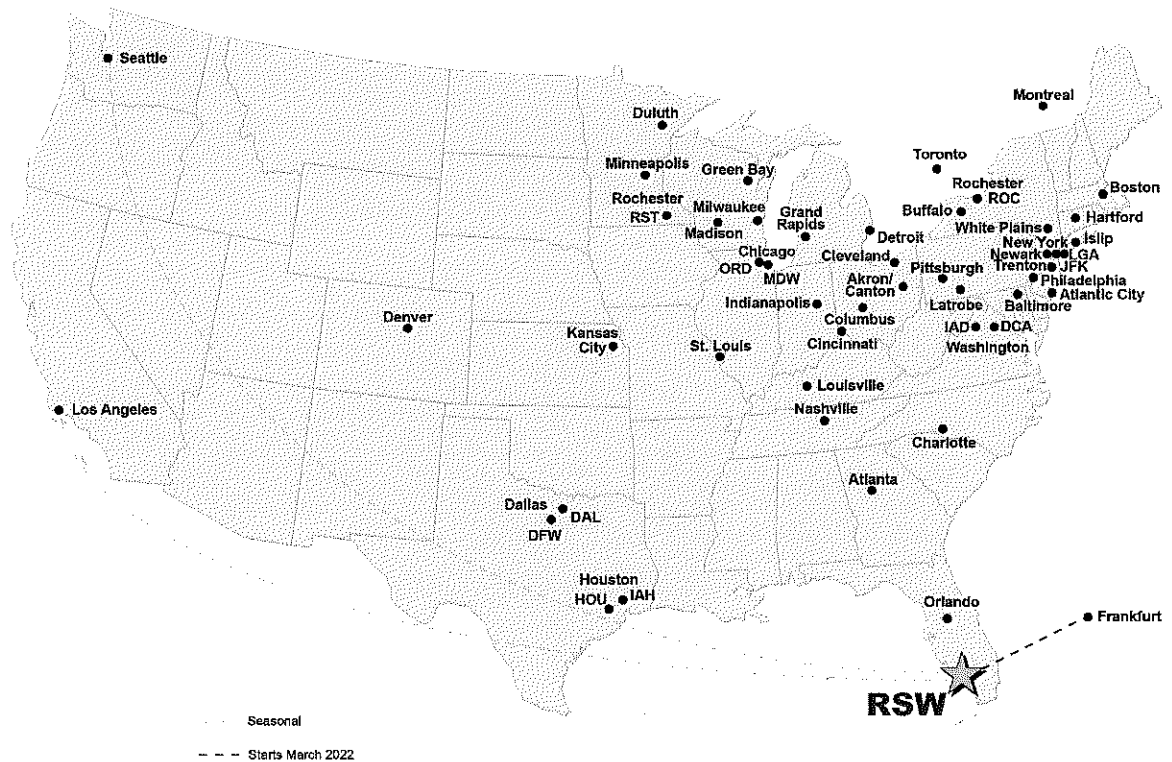
41200 Expenses – Proposed Budget 2021/22



AVIATION DIVISION with CARES	\$ 52,783,809
INTERFUND TRANSFER (NET OF DEBT SERVICE/CARES)	27,306,007
RESERVES	23,564,331
ADMINISTRATION DIVISION	18,358,000
DEBT SERVICE	13,223,610
DEVELOPMENT DIVISION	5,356,109
AIRLINE REVENUE SHARING	4,948,238
EXECUTIVE DIVISION	759,407
TOTAL	\$ 146,299,512

Nonstop Service to 53 Destinations

Service provided by 13 air carriers – Proposed Budget 2021/22



@flyrsw

Five-Year CIP Summary

RSW – Proposed Budget 2021/22

Project Name	Total Project Cost ^{1/}	Total Funding Sources (FY 2022 - FY 2027)	Total Cost by Fiscal Year					
			2022	2023	2024	2025	2026	2027+
RSW Terminal Expansion 1	\$279,469,917	\$262,002,540	\$47,708,159	\$135,652,565	\$75,791,605	\$2,850,212	\$0	\$0
RSW Terminal Expansion 2 ^{2/}	\$30,000,000	\$30,000,000	\$0	\$10,000,000	\$10,000,000	\$10,000,000	\$0	\$0
RSW Airside Pavement Rehab ^{3/}	\$68,564,385	\$43,483,082	\$4,444,003	\$0	\$0	\$0	\$19,519,540	\$19,519,540
Rehab Runway 6-24	\$46,000,000	\$46,000,000	\$0	\$6,000,000	\$40,000,000	\$0	\$0	\$0
RSW PBBs Replacement	\$36,278,152	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0
RSW ATCT/TRACON	\$82,163,694	\$4,481,188	\$2,481,188	\$2,000,000	\$0	\$0	\$0	\$0
RSW Rehab Roads ^{4/}	\$25,855,296	\$25,855,296	\$0	\$20,405,696	\$0	\$5,449,600	\$0	\$0
Ground Transportation Improvements ^{5/}	\$17,200,000	\$17,200,000	\$0	\$0	\$0	\$2,200,000	\$7,500,000	\$7,500,000
Skyplex Master ^{6/}	\$12,805,330	\$11,400,000	\$700,000	\$5,200,000	\$500,000	\$5,000,000	\$0	\$0
Security Center	\$8,840,295	\$8,800,000	\$0	\$0	\$800,000	\$8,000,000	\$0	\$0
Concourse Rest Room Remodel	\$3,622,957	\$3,622,957	\$0	\$2,000,000	\$1,622,957	\$0	\$0	\$0
FIS Reconfiguration	\$2,532,593	\$2,532,593	\$1,532,593	\$1,000,000	\$0	\$0	\$0	\$0
Emergency Antenna (911) Relocation	\$2,297,770	\$2,297,770	\$0	\$0	\$0	\$2,297,770	\$0	\$0
Other Capital Improvements ^{7/}	\$6,107,268	\$4,864,270	\$3,281,002	\$583,268	\$0	\$1,000,000	\$0	\$0
RSW Rental Car Relocation Expansion ^{8/}	\$8,000,000	\$8,000,000	\$0	\$4,000,000	\$4,000,000	\$0	\$0	\$0
TOTAL CAPITAL PROGRAM INCLUDED IN FINANCIAL ANALYSIS	\$629,737,656	\$471,539,696	\$61,146,945	\$186,841,529	\$132,714,562	\$36,797,582	\$27,019,540	\$27,019,540

NOTES:

Totals may not add due to rounding.

1/ Includes prior expenditures and FY 2021.

2/ The design of Terminal Expansion Phase 2 is anticipated to begin in FY 2023. The construction of Terminal Expansion Phase 2 will occur when demand dictates. Therefore, funding for the construction of this project component may not take place within the FY 2021 through FY 2027 timeframe and is not included in the CIP.

3/ Includes RSW Airside Pavement Rehab 1, 2, and 3.

4/ Includes rehab of all RSW roads including Chamberlin.

5/ Includes Expand Employee Parking Lot, Parking Revenue Control System, and Expand Terminal Curb Roadway.

6/ Includes Skyplex Master USCOE Permit, Greenway, and Infrastructure.

7/ Includes RSW Master Plan Update, ARFF 3,000 Gallon Crash Truck #906, RSW Gate 64 Relocation, and Corporate Hangar Site Improvement.

8/ This project will occur when demand dictates. The CIP only includes funding for design which will be paid for by CFCs.

SOURCE: Lee County Port Authority, March 2021.



Five-Year CIP Summary

FMY – Proposed Budget 2021/22

FMY PROJECTS	Total Cost	Financial Year					
		2022	2023	2024	2025	2026	2027+
South Quad Hangars & Ramp Design	\$ 1,268,933	\$ 633,306	\$ -	\$ -	\$ -	\$ -	\$ -
South Quad Hangars & Ramp Construction	\$ 25,936,715		\$ 12,968,358	\$ 12,968,358			
North Quad Infrastructure & Utilities - Phase 1	\$ 2,042,575		\$ 300,000	\$ 1,700,000			
Program 2 - Replace B Hangars (updated cost estimate)	\$ 9,821,907		\$ 500,000	\$ 3,000,000	\$ 6,321,907		
Add Apron - Tie Downs (@ Base Ops) (updated cost estimate)	\$ 7,726,780		\$ 500,000	\$ 3,000,000	\$ 4,226,780		
Maintenance Bldg	\$ 4,000,000			\$ 400,000	\$ 3,600,000		
Program 3 - SE Hangars & Ramp (under the RPZ; Could be included in Phase 1)	\$ 8,389,386		\$ 500,000	\$ 3,000,000	\$ 4,889,386		
TW-A NE (Study & FAA Coord?) + TW A-3, TLN D, & SW Ramp	\$ 5,592,861			\$ 3,000,000	\$ 2,592,861		
Base Ops Parking Lot Expansion	\$ 1,600,000			\$ 200,000	\$ 1,400,000		
FMY RPZ Acquisition	\$ 2,700,000			\$ 2,700,000			
FMY Noise Study	\$ 500,000			\$ 250,000	\$ 250,000		
Total	\$ 69,579,157	\$ 633,306	\$ 14,768,358	\$ 30,218,358	\$ 23,280,934	\$ -	\$ -

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

ALL FUNDS SUMMARY	FY 19/20 ACTUALS	FY 20/21 AMENDED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
APPROPRIATIONS					
41200 - Airport Operating	\$126,988,090	\$110,490,084	\$146,299,512	\$ 35,809,428	32.41%
41201 - Self-Insurance Fund	202,388	203,908	200,910	(2,998)	-1.47%
41203 - Page Field Operating	12,159,075	19,597,146	22,059,644	2,462,498	12.57%
41206 - Port Authority Donation Police K9	60,345	60,237	60,619	382	0.63%
41209 - Port Authority Grant Cap. Repayment	0	340	344	4	1.18%
41210 - Reserve and Replacement Fund	505,616	504,468	502,273	(2,195)	-0.44%
41231 - LCPA Discretionary	59,618,150	51,395,448	51,608,689	213,241	0.41%
41234 - RSW Construction	85,550,043	189,093,204	175,321,957	(13,771,247)	-7.28%
41238 - Page Field Construction	7,098,238	6,581,919	6,719,221	137,302	2.09%
41250 - Passenger Facility Charge	14,903,192	15,930,724	17,925,073	1,994,349	12.52%
41251 - PFC Capital Fund	79,127,093	35,208,053	22,741,559	(12,466,494)	-35.41%
41255 - Rental Car Facility Charge	218,189	145,124	138,481	(6,643)	-4.58%
41262 - Revolving Credit Facility	63,965	12,903,687	14,257,336	1,353,649	10.49%
41271 - Debt Service Reserves	25,527,864	26,379,191	25,922,058	(457,133)	-1.73%
41273 - Revenue Refunding Bonds 2010	22,087,048	4,480,800	23,133,869	18,653,069	416.29%
41275 - Revenue Refunding Bonds 2011	9,511,961	9,552,356	0	(9,552,356)	-100.00%
41276 - Revenue Refunding Bonds 2015	1,671,749	1,821,875	1,821,890	15	0.00%
41277 - Revenue Refunding Bonds 2021	0	0	7,191,962	7,191,962	100.00%
41290 - Rebate Fund	0	10,098	10,101	3	0.03%
Sub Total	445,293,006	484,358,662	515,915,499	31,556,837	6.52%
(Less: Transfers)	(91,092,271)	(109,574,476)	(118,121,688)	(8,547,212)	7.80%
TOTAL APPROPRIATIONS	\$354,200,735	\$374,784,186	\$397,793,810	\$23,009,624	6.14%
OPERATING					
Operating Expenditures	\$69,765,837	\$76,150,050	\$88,374,840	\$12,224,790	16.05%
Participating Airline Rebates	1,480,723	3,499,598	4,948,238	1,448,640	41.39%
Subtotal Operating	71,246,560	79,649,648	93,323,078	13,673,430	17.17%
CAPITAL					
Capital Construction	49,596,821	129,465,619	116,025,718	(13,439,901)	-10.38%
Land Acquisition	0	0	0	0	0.00%
Subtotal Capital	49,596,821	129,465,619	116,025,718	(13,439,901)	-10.38%
DEBT SERVICE					
Arbitrage Rebate	0	10,000	10,000	0	0.00%
Misc. Financial Services	60,517	1,760	149,892	148,132	8416.59%
Principal Payment	20,279,599	15,731,266	36,058,741	20,327,475	129.22%
Interest Payment	12,696,205	12,753,544	9,959,725	(2,793,819)	-21.91%
Debt Service Reserves	25,910,215	25,943,196	25,943,564	368	0.00%
Subtotal Debt Service	58,946,536	54,439,766	72,121,922	17,682,156	32.48%
Airport Reserves	174,410,818	111,229,153	116,323,091	5,093,938	4.58%
TOTAL ALL FUNDS	\$354,200,735	\$374,784,186	\$397,793,810	\$23,009,624	6.14%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

FUND 41200 SUMMARY	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
<u>REVENUES</u>					
Revenues - RSW	\$78,300,232	\$77,878,562	\$95,728,066	\$ 17,849,504	22.92%
Interfund Transfers	3,983,151	7,948,454	6,545,948	(1,402,506)	-17.65%
CARES Funding	11,000,435	5,500,000	14,600,000	9,100,000	165.45%
Fund Balance	33,704,272	19,163,068	29,425,498	10,262,430	53.55%
Total Revenues	\$126,988,090	\$110,490,084	\$146,299,512	\$35,809,428	32.41%
<u>OPERATING EXPENSES</u>					
Executive	196,572	237,885	254,465	16,580	6.97%
Administration	6,477,144	6,696,138	8,410,788	1,714,650	25.61%
Development	1,516,112	1,920,892	2,291,652	370,760	19.30%
Aviation	19,325,830	22,705,320	25,083,643	2,378,323	10.47%
CARES Funding	(2,273,106)	(5,500,000)	(5,000,000)	500,000	-9.09%
Capital	1,830,420	613,946	1,813,946	1,200,000	195.46%
Sub Total	27,072,972	26,674,181	32,854,494	6,180,313	23.17%
<u>PERSONNEL EXPENSES</u>					
Executive	325,150	463,955	504,942	40,987	8.83%
Administration	7,174,137	7,338,323	8,133,266	794,943	10.83%
Development	2,649,272	2,712,636	3,064,457	351,821	12.97%
Aviation	22,560,014	24,723,051	27,700,166	2,977,115	12.04%
Sub Total	32,708,573	35,237,965	39,402,831	4,164,866	11.82%
<u>NON FEE RELATED EXPENSES</u>					
Airline Rebates/Revenue Sharing	1,480,723	3,499,598	4,948,238	1,448,640	41.39%
Interfund Transfers	45,849,149	24,100,304	45,529,617	21,429,313	88.92%
Sub Total	47,329,872	27,599,902	50,477,855	22,877,953	82.89%
TOTAL OPERATING	107,111,417	89,512,048	122,735,180	33,223,132	37.12%
Fund 412 Reserves	19,876,673	20,978,036	23,564,331	2,586,295	12.33%
TOTAL APPROPRIATIONS	\$126,988,090	\$110,490,084	\$146,299,512	\$35,809,428	32.41%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

FUND 41200 REVENUES ACCOUNT SUMMARY	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
9002 Rental Car Fees	\$ 15,049,014	\$ 15,515,067	\$ 21,272,987	\$ 5,757,920	37.11%
9003 Off Airport Rental Car Fees	606,998	310,332	775,835	465,503	150.00%
9004 Restaurant	2,795,164	2,819,711	3,109,218	289,507	10.27%
9004 Catering	203,875	192,941	251,586	58,645	30.40%
9005 Parking Lots	11,604,280	10,240,550	13,753,141	3,512,591	34.30%
9008 Courtesy Permit Trip Fees	163,294	118,354	193,324	74,970	63.34%
9009 Charter Bus Fees	9,700	9,527	22,302	12,775	134.09%
9010 Provider Permits Fees	42,460	18,220	31,006	12,786	70.18%
9011 Advertising	861,274	308,331	865,656	557,325	180.76%
9012 Misc Terminal Concession	2,300,952	2,330,110	2,907,427	577,317	24.78%
9014 Airline Exclusive Space	5,083,330	5,945,007	6,461,825	516,818	8.69%
9015 Gate Area Charges	3,705,563	5,454,359	6,154,686	700,327	12.84%
9016 Baggage Claim Charges	4,546,071	5,584,652	6,015,267	430,615	7.71%
9017 Equipment Use Charge	785,950	587,749	841,859	254,110	43.23%
9019 Space Rent Commercial	348,356	380,024	380,296	272	0.07%
9020 Terminal Space Rent	1,623,607	1,263,852	1,472,302	208,450	16.49%
9020 Terminal Space Rent (Airline-Non Sig)	0	69,789	123,719	53,930	77.28%
9021 Land Rent Commercial	2,923,344	2,636,525	2,907,214	270,689	10.27%
9022 Bldg Rent RAC Service Facility	290,781	320,301	330,001	9,700	3.03%
9023 Utility Income	89,765	94,333	99,214	4,881	5.17%
9026 Landing Fees	10,841,498	10,669,588	11,429,375	759,787	7.12%
9027 Cargo Landing Fees	518,419	617,620	486,883	(130,737)	-21.17%
9029 Privilege Fee	1,200,365	770,641	1,350,086	579,445	75.19%
9030 Tenant Cargo Building Rental	102,169	111,458	111,458	0	0.00%
9031 Airline Cargo Building Rental	66,138	72,150	72,150	0	0.00%
9032 Third Party Cargo Fees	113,190	128,420	133,556	5,136	4.00%
9033 Misc. Landing Fees	989,218	703,231	900,843	197,612	28.10%
9033 Misc. Landing Fees - FBO	0	108,999	175,787	66,788	61.27%
9034 Fuel Farm Fees	2,041,796	1,913,697	2,264,160	350,463	18.31%
9034 Fuel Systems RAC	0	180,379	356,688	176,309	97.74%
9036 Airport Facility Charge	1,013,054	810,491	1,159,834	349,343	43.10%
9037 Cargo Ramp User Fee	229,896	201,922	240,059	38,137	18.89%
9038 Facility Use Charge	1,172,390	973,400	1,441,776	468,376	48.12%
9042 Misc. Revenue Airport	32,472	7,350	5,400	(1,950)	-26.53%
9043 Misc. Revenue DAS	75,383	130,500	130,500	0	0.00%
9044 Misc. Revenue Admin	17,941	30,483	20,583	(9,900)	-32.48%
9045 Taxi Permit Fees	473,842	345,962	793,305	447,343	129.30%
9046 Misc. Revenue Police	38,362	39,872	23,931	(15,941)	-39.98%
9047 Misc. Revenue ARFF	4,677	158	2,365	2,207	1396.84%
9048 Misc. Revenue Maintenance	8,181	15,121	6,634	(8,487)	-56.13%
9050 Late Fees	7,693	300	526	226	75.33%
9054 Employee Parking	321,345	298,246	341,849	43,603	14.62%
9055 Cell Phone Tower Charges	137,832	144,761	148,734	3,973	2.74%
9056 Fuel Flowage Fees	350,964	272,867	361,340	88,473	32.42%
9057 Hold Room Charge	216,800	87,041	248,760	161,719	185.80%
9061 Fuel flowage Fees - Gas Station	16,701	14,569	24,772	10,203	70.03%
9065 Misc. Revenue Operations	3,235	5,553	2,082	(3,471)	-62.51%
9069 Building Rent RAC	1,382,776	1,616,816	1,626,510	9,694	0.60%
9070 Apron Area Charge	2,088,674	2,201,490	2,456,172	254,682	11.57%
9071 Airport Facility Charge - Affiliate	207,149	95,024	249,211	154,187	162.26%
9072 Passenger Aircraft Parking	168,400	85,442	207,673	122,231	143.06%
9073 Apron Use Charge	415,437	300,400	453,694	153,294	51.03%
9074 Off Airport Parking	130,415	117,007	137,621	20,614	17.62%
Sub Total	77,420,190	77,270,692	95,333,182	18,062,490	23.38%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

FUND 41200 REVENUES ACCOUNT SUMMARY	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
Insurance Proceeds	188,132	0	0	0	0.00%
Hurricane Irma Reimbursement	39,919	0	0	0	0.00%
RSW Airside Pavement Rehab	2,227	0	0	0	0.00%
LEO Reimbursement	121,986	131,211	121,000	(10,211)	-7.78%
Discounts Taken	1,619	1,500	800	(700)	-46.67%
TSA K9 Explosive Program	151,500	151,500	151,500	0	0.00%
Refund Prior Year	1,123	100	200	100	100.00%
Sale of Equipment	7,875	0	0	0	0.00%
CARES Funding	11,000,435	5,500,000	14,600,000	9,100,000	165.45%
Interest on Investment	365,661	323,559	121,384	(202,175)	-62.48%
SUBTOTAL	11,880,477	6,107,870	14,994,884	8,887,014	145.50%
Interfund Transfer	3,983,151	7,948,454	6,545,948	(1,402,506)	-17.65%
TOTAL REVENUES	93,283,818	91,327,016	116,874,014	25,546,998	27.97%
Fund Balance Appropriated	33,704,272	19,163,068	29,425,498	10,262,430	53.55%
TOTAL REVENUES FUND 41200	\$ 126,988,090	\$ 110,490,084	\$ 146,299,512	\$ 35,809,428	32.41%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

ACCOUNT SUMMARY FUND 41200	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$ 14,877,274	\$ 15,113,346	\$ 16,583,196	\$ 1,469,850	9.73%
1220 Salaries - Full Time High Risk	5,329,526	5,670,122	6,200,582	530,461	9.36%
1230 Salaries - Part Time Regular	98,824	248,672	522,362	273,690	110.06%
1240 Disaster Pay	37,350	0	0	0	0.00%
1250 Special Pay with Retirement)	105,201	104,834	112,057	7,223	6.89%
1310 Pay - Non-permanent Labor	15,841	13,800	13,800	0	0.00%
1410 Overtime (OT1)	339,686	400,310	444,158	43,849	10.95%
1415 Overtime (OT1.5)	373,278	528,420	607,338	78,918	14.93%
1420 Holiday Pay	539,978	612,983	678,890	65,908	10.75%
1425 Holiday Pay 1.5	190,122	215,270	300,142	84,872	39.43%
1510 Special Pay (without Retirement)	105,500	15,328	16,807	1,479	9.65%
1520 Incentive Pay	679	0	0	0	0.00%
2110 FICA Taxes (OASDHI)	1,286,983	1,405,204	1,563,117	157,914	11.24%
2120 FICA Taxes (Medicare)	309,464	342,732	381,248	38,516	11.24%
2210 Regular Retirement	1,566,669	1,639,535	2,026,572	387,038	23.61%
2220 High Risk Retirement	1,543,045	1,668,715	1,864,497	195,782	11.73%
2310 Health Insurance	4,802,984	6,042,811	6,743,821	701,010	11.60%
2311 Health Insurance Opt Out	3,856	7,200	6,600	(600)	-8.33%
2320 Life Insurance	51,564	72,647	80,196	7,549	10.39%
2330 Dental Insurance	123,277	143,480	151,957	8,477	5.91%
2350 Disability	147,653	158,490	156,714	(1,776)	-1.12%
2510 Unemployment Compensation	156	32,440	32,240	(200)	-0.62%
2614 Retiree Health Benefits	859,663	801,629	916,537	114,908	14.33%
Total Personnel Services	32,708,573	35,237,965	39,402,831	4,164,866	11.82%
OPERATING EXPENDITURES					
3110 Medical Services	38,702	43,000	47,500	4,500	10.47%
3120 Legal Services	382,847	383,340	386,512	3,172	0.83%
3130 Financial Services	72,004	120,600	122,850	2,250	1.87%
3140 Architect & Engineering Services	124,127	509,316	192,089	(317,227)	-62.28%
3150 Appraisal Services	21,065	15,400	8,250	(7,150)	-46.43%
3170 Management Fees (Parking Lot)	3,737,390	4,925,371	4,933,922	8,551	0.17%
3190 Other Professional Services	1,669,805	1,509,581	2,168,930	659,349	43.68%
3210 Auditing	99,764	104,922	108,506	3,584	3.42%
3310 Court Reporter Expenses	0	0	530	530	100.00%
3410 Janitorial Services	4,482,512	5,681,873	0	(5,681,873)	-100.00%
3430 Uniform/Laundry Service	22,015	27,950	0	(27,950)	-100.00%
3460 Data Processing	1,352,927	1,730,533	2,344,814	614,281	35.50%
3490 Other Contracted Services	4,427,000	5,004,746	12,205,776	7,201,030	143.88%
4010 Local Mileage	584	3,674	7,085	3,411	92.84%
4011 Bridge Tickets & Passes	26	50	0	(50)	-100.00%
4015 County Sponsored Functions	3,281	9,050	10,050	1,000	11.05%
4022 Out of County Travel	81,546	171,137	269,667	98,530	57.57%
4024 International Travel	37,449	42,550	96,300	53,750	126.32%
4025 Interview Expense	1,651	0	0	0	0.00%
4026 Moving Expenses	9,067	0	3,000	3,000	100.00%
4110 Telecommunications	439,431	412,645	552,621	139,976	33.92%
4120 Advertising	12,443	7,100	0	(7,100)	-100.00%
4211 Freight & Postage	11,017	13,800	12,250	(1,550)	-11.23%
4310 Electric	2,755,999	2,907,989	0	(2,907,989)	-100.00%
4315 Television Cable Services	8,738	10,467	0	(10,467)	-100.00%
4330 Water and Sewer	410,933	425,031	0	(425,031)	-100.00%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

ACCOUNT SUMMARY FUND 41200	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
4340 Trash and Garbage	362,471	327,896	0	(327,896)	-100.00%
4390 All Utility Services	0	0	3,660,551	3,660,551	100.00%
4410 Land, Building, Parking Rental	8,953	10,840	0	(10,840)	-100.00%
4420 Vehicle Rental	0	300	0	(300)	-100.00%
4430 Office Equipment Rental	4,745	4,600	0	(4,600)	-100.00%
4431 Office Equipment Lease	61,604	72,000	0	(72,000)	-100.00%
4450 Other Equipment Rental	44,240	50,704	0	(50,704)	-100.00%
4490 Rentals & Leases-Short Term	0	0	64,263	64,263	100.00%
4491 Rentals & Leases-Long Term	62	0	69,600	69,600	100.00%
4520 Insurance and Bonds	1,594,810	1,864,850	2,398,029	533,179	28.59%
4610 Building Maintenance	268,896	126,000	0	(126,000)	-100.00%
4615 Maintenance Materials	307,783	197,800	0	(197,800)	-100.00%
4620 Vehicle Maintenance	186,896	224,985	0	(224,985)	-100.00%
4630 Equipment Maintenance	394,284	379,708	0	(379,708)	-100.00%
4635 Equipment Repair Parts	1,006,364	1,276,311	0	(1,276,311)	-100.00%
4650 Repairs & Maintenance - Service	0	0	1,281,928	1,281,928	100.00%
4655 Repairs & Maintenance - Parts	0	0	1,757,333	1,757,333	100.00%
4663 Horticultural	13,204	35,000	0	(35,000)	-100.00%
4690 Other Repair and Maintenance	0	0	0	0	0.00%
4710 Printing, Binding, and Copying	7,056	17,710	21,920	4,210	23.77%
4810 Promotional Advertising and Expenses	127,953	216,056	152,606	(63,450)	-29.37%
4811 Promotions / Brochures	78,617	74,654	68,299	(6,355)	-8.51%
4930 Deputy Clerk Fees	131	1,000	0	(1,000)	-100.00%
4950 Indirect Cost	776,324	740,967	789,106	48,139	6.50%
4955 Solid Waste Assessment	65,053	68,000	68,000	0	0.00%
4960 Administrative Charges	0	0	112,500	0	0.00%
4970 License, Permit, and Application Fees	9,570	13,328	19,624	6,296	47.24%
4982 Airline Rebates	1,480,723	3,499,598	4,948,238	1,448,640	41.39%
4990 Non-Recurring Expense	39,296	0	0	0	0.00%
4997 Bad Debt Expense	380,154	0	0	0	0.00%
5120 General Office Supplies	61,653	121,730	123,280	1,550	1.27%
5210 Fuel and Lubricants	327,075	527,646	559,781	32,135	6.09%
5221 Medical Supplies and Drugs	15,317	16,798	0	(16,798)	-100.00%
5230 Clothing and Wearing Apparel	120,524	149,724	0	(149,724)	-100.00%
5240 Chemicals	97,195	94,970	0	(94,970)	-100.00%
5250 Food and Food Supplies	7,697	13,260	0	(13,260)	-100.00%
5260 Janitorial and other Maint. Supplies	70,051	24,140	0	(24,140)	-100.00%
5265 Inventory Purchases	0	0	0	0	0.00%
5280 Minor Equipment	328,078	207,210	259,457	52,247	25.21%
5285 Miscellaneous Furniture	0	200	0	(200)	-100.00%
5290 Other Supplies	127,402	145,844	555,357	409,513	280.79%
5310 Asphalt and Coldmix	5,721	20,000	0	(20,000)	-100.00%
5320 Road Base Materials	14,669	18,000	0	(18,000)	-100.00%
5340 Cement and Concrete	1,653	2,000	0	(2,000)	-100.00%
5360 Sign Material	49,893	70,000	0	(70,000)	-100.00%
5390 Other Road Materials	29,046	38,500	148,500	110,000	285.71%
5410 Reference Materials	50,514	57,571	59,571	2,000	3.47%
5420 Memberships	141,740	145,759	155,501	9,742	6.68%
5530 Educational Expense	14,014	30,000	44,300	14,300	47.67%
5531 Seminar/Training Reg. Fees	112,627	114,049	200,390	86,341	75.71%
Total Operating Expenses	\$ 28,996,381	\$ 35,059,833	\$ 40,988,786	\$ 5,816,453	16.59%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

ACCOUNT SUMMARY FUND 41200	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CAPITAL OUTLAY					
6410 Furniture and Equipment	1,500,979	613,946	885,446	271,500	44.22%
6430 Vehicle and Rolling Stock	329,441	0	928,500	928,500	100.00%
Total Capital Outlay	<u>1,830,420</u>	<u>613,946</u>	<u>1,813,946</u>	<u>1,200,000</u>	<u>195.46%</u>
TRANSFERS AND RESERVES					
9110 Interfund Transfers	45,849,149	24,100,304	45,529,617	21,429,313	88.92%
9940 Reserves for Cash Balance	19,876,673	20,978,036	23,564,331	2,586,295	12.33%
Total Transfers and Reserves	<u>65,725,822</u>	<u>45,078,340</u>	<u>69,093,948</u>	<u>24,015,608</u>	<u>53.28%</u>
CARES Funding	(2,273,106)	(5,500,000)	(5,000,000)	500,000	-9.09%
TOTAL EXPENDITURES	<u><u>\$126,988,090</u></u>	<u><u>\$110,490,084</u></u>	<u><u>\$146,299,511</u></u>	<u><u>\$35,809,427</u></u>	<u><u>32.41%</u></u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

DEPARTMENT SUMMARY	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
<u>EXECUTIVE</u>					
Personnel Services	\$325,150	\$463,955	\$504,942	\$40,987	8.83%
Operating Expenses	196,572	237,885	254,465	16,580	6.97%
Department Total	<u>521,722</u>	<u>701,840</u>	<u>759,407</u>	<u>57,567</u>	<u>8.20%</u>
<u>ADMINISTRATION</u>					
Personnel Services	7,174,137	7,338,323	8,133,266	794,943	10.83%
Operating Expenses	6,477,144	6,696,138	8,410,788	1,714,650	25.61%
Capital Outlay	1,830,420	613,946	1,813,946	1,200,000	195.46%
Airline Revenue Sharing	1,480,723	3,499,598	4,948,238	1,448,640	41.39%
Department Total	<u>16,962,424</u>	<u>18,148,005</u>	<u>23,306,238</u>	<u>5,158,233</u>	<u>28.42%</u>
<u>DEVELOPMENT</u>					
Personnel Services	2,649,272	2,712,636	3,064,457	351,821	12.97%
Operating Expenses	1,516,112	1,920,892	2,291,652	370,760	19.30%
Department Total	<u>4,165,384</u>	<u>4,633,528</u>	<u>5,356,109</u>	<u>722,581</u>	<u>15.59%</u>
<u>AVIATION</u>					
Personnel Services	22,560,014	24,723,051	27,700,166	2,977,115	12.04%
Operating Expenses	19,325,830	22,705,320	25,083,643	2,378,323	10.47%
Department Total	<u>41,885,844</u>	<u>47,428,371</u>	<u>52,783,809</u>	<u>5,355,438</u>	<u>11.29%</u>
<u>TRANSFERS & RESERVES</u>					
Transfers	45,849,149	24,100,304	45,529,617	21,429,313	88.92%
Reserves	19,876,673	20,978,036	23,564,331	2,586,295	12.33%
Total	<u>65,725,822</u>	<u>45,078,340</u>	<u>69,093,948</u>	<u>24,015,608</u>	<u>53.28%</u>
CARES Funding	(2,273,106)	(5,500,000)	(5,000,000)	500,000	-9.09%
TOTAL EXPENDITURES	<u>\$126,988,090</u>	<u>\$110,490,084</u>	<u>\$146,299,511</u>	<u>\$35,809,427</u>	<u>32.41%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

PERSONNEL SUMMARY	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
Executive Director's Office	\$325,150	\$463,955	\$504,942	\$40,987	8.83%
Air Service Development	342,133	320,141	362,936	42,795	13.37%
Communications & Marketing	838,309	828,144	926,112	97,968	11.83%
Finance	1,614,638	1,662,879	1,512,211	(150,668)	-9.06%
Purchasing	394,756	532,840	633,630	100,790	18.92%
Human Resources	1,699,500	1,663,042	1,896,405	233,363	14.03%
Information Technology	1,736,086	1,741,961	2,037,427	295,466	16.96%
Property Management	548,715	589,316	764,546	175,230	29.73%
Development	2,649,272	2,712,636	3,064,457	351,821	12.97%
Maintenance	7,778,053	8,230,470	9,101,056	870,586	10.58%
Contract Management	273,716	299,783	339,063	39,280	13.10%
Airport Police	5,245,109	6,808,886	7,881,064	1,072,178	15.75%
Aircraft Rescue	5,182,007	5,300,209	5,701,074	400,865	7.56%
Operations & Safety	2,119,946	2,130,324	2,426,760	296,436	13.92%
Aviation Security & Tech	1,392,353	1,401,016	1,637,555	236,539	16.88%
Aviation Administration	568,830	552,363	613,592	61,229	11.09%
DEPARTMENT TOTALS	<u>\$32,708,573</u>	<u>\$35,237,965</u>	<u>\$39,402,831</u>	<u>\$4,164,866</u>	<u>11.82%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 1105 Port Boards

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-
-

Program Function:

Port Board:

The Governing Body of the Lee County Port Authority to whom rests all rights and authority to promote, create and maintain ports in Lee County for land, sea and air commerce.

Airports Special Management Committee:

Serves as an advisory and review body to the Board of Port Commissioners on all issues and matters relating to the Lee County Port Authority.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>PORT BOARDS</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK UB5110541200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
OPERATING EXPENDITURES					
3490 Other Contracted Services	\$0	\$0	\$3,500	\$3,500	100%
4022 Out of County Travel	0	0	1,000	\$1,000	100%
4024 International Travel	1,014	0	0	0	0%
4120 Advertising	2,586	3,500	0	(3,500)	-100.00%
4811 Promotions / Brochures	27,091	31,500	31,000	(500)	-1.59%
5290 Other Supplies	0	0	200	200	100%
5531 Seminar/Training Reg Fees	0	0	500	500	100%
Total Operating Expenses	30,691	35,000	36,200	1,200	3.43%
TOTAL EXPENDITURES	\$30,691	\$35,000	\$36,200	\$1,200	3.43%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 1210 Executive Director

Organizational Category:

- Executive
- Administration
- Aviation
- Development

Program Function:

Administration, management, and operation of the Port Authority. Formulate and prepare recommendations regarding policies, directives, rules and regulations, programs, agreements, leases and contracts, and other documents which may require the consideration, action or approval of the Port Authority.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>EXECUTIVE DIRECTOR</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK UC5121041200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$169,747	\$314,876	\$334,016	19,140	6.08%
1420 Holiday Pay	2,913	13,649	13,455	(194)	-1.42%
1510 Special Pay (without Retirement)	100,200	0	0	0	0%
2110 FICA Taxes (OASDHI)	4,295	20,204	21,369	1,165	5.77%
2120 FICA Taxes (Medicare)	3,906	4,928	5,212	284	5.76%
2210 Regular Retirement	15,328	75,146	83,243	8,097	10.78%
2310 Health Insurance	27,987	32,841	45,205	12,364	37.65%
2320 Life Insurance	256	1,472	1,570	98	6.65%
2330 Dental Insurance	518	839	870	31	3.72%
Total Personnel Services	325,150	463,955	504,942	40,987	8.83%
OPERATING EXPENDITURES					
3190 Other Professional Services	1,094	1,000	1,000	0	0%
4015 County Sponsored Functions	0	1,000	2,500	1,500	150.00%
4022 Out of County Travel	4,460	10,000	12,500	2,500	25.00%
4024 International Travel	8,630	15,750	20,000	4,250	26.98%
4110 Telecommunications	43	0	0	0	0%
4710 Printing, Binding, and Copying	0	60	60	0	0%
4810 Promotional Advertising and Expenses	4,196	3,000	3,500	500	16.67%
4970 License, Permit, and Application Fees	233	750	750	0	0%
5120 General Office Supplies	1,011	1,250	1,500	250	20.00%
5230 Clothing and Wearing Apparel	0	100	0	(100)	-100.00%
5250 Food and Food Supplies	123	50	0	(50)	-100.00%
5260 Janitorial and other Maint. Supplies	226	100	0	(100)	-100.00%
5280 Minor Equipment	455	250	250	0	0%
5290 Other Supplies	75	75	400	325	433.33%
5410 Reference Materials	8,203	8,500	10,000	1,500	17.65%
5420 Memberships	81,685	82,000	85,000	3,000	3.66%
5531 Seminar/Training Reg. Fees	4,201	5,000	5,000	0	0%
Total Operating Expenses	114,635	128,885	142,460	13,575	10.53%
TOTAL EXPENDITURES	\$ 439,785	\$ 592,840	\$ 647,402	\$ 54,562	9.20%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 1410 Port Authority Attorney's Office

Organizational Category:

- Executive
- Administration
- Aviation
- Development

Program Function:

To provide legal counsel and assistance to the Board of Port Commissioners, the Airports Special Management Committee, and the Port Authority in such areas as contracts, public procurement, public facility construction, finance, tax, engineering, human resources, labor, public service, land use and zoning, and public administration; advise officials and employees on legal questions, draft all manner of legal documents and prepare legal opinions. Represent Port Authority in general litigation and eminent domain actions, as required.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>LEGAL SERVICES</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK UD5141041200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
OPERATING EXPENDITURES					
3120 Legal Services	\$ 49,053	\$ 70,000	\$ 70,000	0	0%
3190 Other Professional Services	0	2,000	2,000	0	0%
3310 Court Reporter Expenses	0	0	530	530	100%
4010 Local Mileage	157	500	200	(300)	-60.00%
4022 Out of County Travel	0	0	1,000	1,000	100%
4710 Printing, Binding, and Copying	0	0	60	60	100%
5120 General Office Supplies	896	500	500	0	0%
5280 Minor Equipment	203	300	300	0	0%
5410 Reference Materials	0	300	300	0	0%
5420 Memberships	275	400	400	0	0%
5531 Seminar/Training, Reg Fees	662	0	515	515	100%
Total Operating Expenses	<u>51,246</u>	<u>74,000</u>	<u>75,805</u>	<u>1,805</u>	<u>2.44%</u>
TOTAL EXPENDITURES	<u>\$ 51,246</u>	<u>\$ 74,000</u>	<u>\$ 75,805</u>	<u>\$ 1,805</u>	<u>2.44%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 1218 Air Service Development

Organization Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Plan, implement and analyze promotional programs to attract new passenger and cargo airlines and increase service from existing carriers, both domestic and international. Support the efforts of area tourism entities as they relate to increasing air service options for visitors; support the region's economic development efforts in order to increase the movement of cargo through the airport; pursue appropriate aeronautical business development opportunities at RSW and FMY to provide additional sources of revenue.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>AIR SERVICE DEVELOPMENT</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WC5121841200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$250,052	\$228,922	\$256,900	27,978	12.22%
1420 Holiday Pay	9,912	9,357	10,151	794	8.49%
2110 FICA Taxes (OASDHI)	14,952	14,654	16,424	1,770	12.08%
2120 FICA Taxes (Medicare)	3,735	3,574	4,006	432	12.08%
2210 Regular Retirement	23,141	21,207	28,040	6,833	32.22%
2310 Health Insurance	38,520	40,393	45,205	4,812	11.91%
2320 Life Insurance	933	1,195	1,340	145	12.09%
2330 Dental Insurance	888	839	870	31	3.72%
Total Personnel Services	342,133	320,141	362,936	42,795	13.37%
OPERATING EXPENDITURES					
3190 Other Professional Services	10,088	76,500	90,000	13,500	17.65%
3490 Other Contracted Services	0	100	0	(100)	-100.00%
4010 Local Mileage	10	0	500	500	100%
4022 Out of County Travel	7,420	6,000	18,200	12,200	203.33%
4024 International Travel	27,805	20,000	70,000	50,000	250.00%
4110 Telecommunications	30	0	0	0	0%
4635 Equipment Repair Parts	5	0	0	0	0%
4810 Promotional Advertising and Expenses	66,385	147,200	82,000	(65,200)	-44.29%
4811 Promotions / Brochures	14,270	17,000	16,000	(1,000)	-5.88%
4970 License, Permit, and Application Fees	20	0	0	0	0%
5120 General Office Supplies	77	500	0	(500)	-100.00%
5230 Clothing and Wearing Apparel	0	500	0	(500)	-100.00%
5410 Reference Materials	20,190	22,007	22,500	493	2.24%
5420 Memberships	168	0	425	425	100%
5531 Seminar/Training Reg. Fees	5,742	16,500	22,150	5,650	34.24%
Total Operating Expenses	152,210	306,307	321,775	15,468	5.05%
TOTAL EXPENDITURES	\$494,343	\$ 626,448	\$ 684,711	\$ 58,263	9.30%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 1314 Communications & Marketing

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Communications & Marketing supports the mission of the Lee County Port Authority to provide an exceptional travel experience for all users of air transportation in Southwest Florida; and to effectively and efficiently position Southwest Florida International Airport and Page Field in the local, national and international marketplace. The department goals are to increase awareness and visibility to Southwest Florida residents of the economic value and commercial use of Southwest Florida International Airport and Page Field; to support the initiatives of air service development to attract new and expand existing air and cargo service; to market, promote and support business and property development projects; to increase non-aeronautical revenue opportunities through on-airport advertising programs; to improve internal and external communications techniques and forums; to encourage and support community efforts to promote and publicize the region for business and tourism development; to promote and position the airport and key leaders within the aviation community and to serve as a liaison for the airport's Art in Flight program. These goals are reached through community affairs/public information, social media, promotions, crisis management, media relations, special events, corporate citizenship, and internal and external communications efforts. The department also provides administrative services for all items scheduled for board action and all Board and Special Management Committee meetings, as well as records management and reception.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

COMMUNICATIONS & MARKETING		FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK VE5131441200		ACTUALS	APPROVED	PROPOSED	Over	Over
			BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES						
1210	Salaries - Base Salary	\$579,151	\$539,138	\$595,403	56,265	10.44%
1230	Salaries - Part Time Regular	0	20,646	21,426	780	3.78%
1420	Holiday Pay	23,736	22,107	24,288	2,181	9.87%
2110	FICA Taxes (OASDHI)	35,045	35,786	39,429	3,643	10.18%
2120	FICA Taxes (Medicare)	8,648	8,728	9,617	889	10.18%
2210	Regular Retirement	53,718	51,788	67,317	15,529	29.99%
2310	Health Insurance	132,475	144,007	162,323	18,316	12.72%
2320	Life Insurance	1,577	2,168	2,394	226	10.41%
2330	Dental Insurance	3,959	3,776	3,916	140	3.71%
Total Personnel Services		838,309	828,144	926,112	97,968	11.83%
OPERATING EXPENDITURES						
3190	Other Professional Services	906	2,250	2,450	200	8.89%
3460	Data Processing	1,335	1,450	1,450	0	0%
3490	Other Contracted Services	10,709	11,700	11,900	200	1.71%
4010	Local Mileage	0	90	90	0	0%
4022	Out of County Travel	1,227	3,500	6,300	2,800	80.00%
4110	Telecommunications	20	0	0	0	0%
4211	Freight and Postage	10,595	13,650	12,000	(1,650)	-12.09%
4430	Office Equipment Rental	4,745	4,600	0	(4,600)	-100.00%
4491	Rentals & Leases-Long Term	0	0	4,600	4,600	100%
4710	Printing, Binding, and Copying	2,143	5,700	5,180	(520)	-9.12%
4810	Promotional Advertising and Expenses	15,120	21,000	21,000	0	0%
4811	Promotions / Brochures	26,259	25,050	20,550	(4,500)	-17.96%
5120	General Office Supplies	1,680	1,800	2,200	400	22.22%
5230	Clothing and Wearing Apparel	1,188	650	0	(650)	-100.00%
5250	Food and Food Supplies	104	450	0	(450)	-100.00%
5280	Minor Equipment	1,975	850	850	0	0%
5290	Other Supplies	70	150	1,800	1,650	1100.00%
5410	Reference Materials	1,289	1,400	1,450	50	3.57%
5420	Memberships	1,857	2,115	2,165	50	2.36%
5530	Educational Expense	1,050	2,500	2,500	0	0%
5531	Seminar/Training Reg Fees	3,278	3,330	6,625	3,295	98.95%
Total Operating Expenses		85,550	102,235	103,110	875	0.86%
TOTAL EXPENDITURES		\$ 923,859	\$ 930,379	\$ 1,029,222	\$ 98,843	10.62%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 1315 Finance and Budget

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Oversee all financial and accounting transactions for the Port Authority including operating, construction, debt service and budgetary. Assists with capital project financing, manages and prepares the Port Authority budget. Assists in developing budgetary goals and implements budgetary policy to achieve these goals. Prepares monthly budget status reports for each department. Monitors the airport budget and reports budgetary results as necessary to upper management. Process payments and vouchers for all Port Authority expenditures. Billing and reconciliation of all Port Authority revenues. Maintain over 250 accounts receivables as well as over 80 revenue accounts. Preparation of monthly reports including landed weights, passengers, concession reports, terminal fees and operating statistics.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>FINANCE</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK VB5131541200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$1,117,951	\$1,126,420	\$1,008,963	(117,457)	-10.43%
1410 Overtime (OT1)	18	0	0	0	0%
1415 Overtime (OT1.5)	938	0	0	0	0%
1420 Holiday Pay	43,956	46,104	40,977	(5,127)	-11.12%
2110 FICA Taxes (OASDHI)	63,239	72,110	64,571	(7,539)	-10.45%
2120 FICA Taxes (Medicare)	16,645	17,588	15,749	(1,839)	-10.46%
2210 Regular Retirement	144,726	143,339	110,244	(33,095)	-23.09%
2310 Health Insurance	218,620	247,343	262,719	15,376	6.22%
2320 Life Insurance	3,143	4,523	3,774	(749)	-16.55%
2330 Dental Insurance	5,402	5,452	5,213	(239)	-4.39%
Total Personnel Services	1,614,638	1,662,879	1,512,211	(150,668)	-9.06%
OPERATING EXPENDITURES					
3120 Legal Services	333,794	313,340	316,512	3,172	1.01%
3130 Financial Services	72,004	120,600	122,850	2,250	1.87%
3190 Other Professional Services	962	2,000	3,000	1,000	50.00%
3210 Auditing	99,764	104,922	108,506	3,584	3.42%
3460 Data Processing	0	2,500	0	(2,500)	-100.00%
3490 Other Contracted Services	492	0	0	0	0%
4010 Local Mileage	116	55	75	20	36.36%
4022 Out of County Travel	4,372	17,840	21,600	3,760	21.08%
4024 International Travel	0	0	2,000	2,000	100%
4025 Interview Expense	1,651	0	0	0	0%
4026 Moving Expenses	9,067	0	0	0	0%
4110 Telecommunications	119	100	100	0	0%
4211 Freight and Postage	165	0	0	0	0%
4450 Other Equipment Rental	2,282	1,200	0	(1,200)	-100.00%
4635 Equipment Repair Parts	2	0	0	0	0%
4710 Printing, Binding, and Copying	804	845	845	0	0%
4810 Promotional Advertising and Expenses	202	1,000	1,250	250	25.00%
4930 Deputy Clerk Fees	131	1,000	0	(1,000)	-100.00%
4950 Indirect Cost	776,324	740,967	789,106	48,139	6.50%
4970 License, Permit, and Application Fees	112	270	1,270	1,000	370.37%
4982 Airline Rebates	1,480,723	3,499,598	4,948,238	1,448,640	41.39%
4997 Bad Debt Expense	380,154	0	0	0	0%
5120 General Office Supplies	7,030	5,800	6,000	200	3.45%
5250 Food and Food Supplies	7,255	11,700	0	(11,700)	-100.00%
5260 Janitorial and other Maint. Supplies	107	400	0	(400)	-100.00%
5280 Minor Equipment	589	1,900	3,000	1,100	57.89%
5290 Other Supplies	15,313	14,501	10,850	(3,651)	-25.18%
5410 Reference Materials	3,204	4,200	4,200	0	0%
5420 Memberships	1,823	2,100	2,220	120	5.71%
5530 Educational Expense	0	0	2,000	2,000	100%
5531 Seminar/Training Reg. Fees	4,828	8,655	8,330	(325)	-3.76%
Total Operating Expenses	3,203,389	4,855,493	6,351,952	1,496,459	30.82%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>FINANCE</u>	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CLERK VB5131541200					
CAPITAL OUTLAY					
6410 Furniture and Equipment	1,500,979	613,946	885,446	271,500	44.22%
6430 Vehicle and Rolling Stock	329,441	0	928,500	928,500	100%
Total Capital Outlay	<u>1,830,420</u>	<u>613,946</u>	<u>1,813,946</u>	<u>1,200,000</u>	<u>195.46%</u>
TRANSFERS AND RESERVES					
9110 Interfund Transfers	45,849,149	24,100,304	45,529,617	21,429,313	88.92%
9940 Reserves for Cash Balance	19,876,673	20,978,036	23,564,331	2,586,295	12.33%
Total Transfers and Reserves	<u>65,725,822</u>	<u>45,078,340</u>	<u>69,093,948</u>	<u>24,015,608</u>	<u>53.28%</u>
TOTAL EXPENDITURES	<u>\$ 72,374,269</u>	<u>\$ 52,210,658</u>	<u>\$ 78,772,057</u>	<u>\$ 26,561,399</u>	<u>50.87%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 1316 Human Resources

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-
-

Program Function:

The Human Resources department represents a balance of both the needs of the employer and employee. A primary focus is working to maximize the productivity of the organization by optimizing the effectiveness of its employees.

The majority of work responsibilities for the Human Resources department focus on the management, creation, implementation, and supervision of such policy and procedures relating to: Employee Relations, Compensation and Benefits, Labor Law Compliance, Training and Development, Recruitment and Payroll.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>HUMAN RESOURCES</u>		FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK VC5131641200		ACTUALS	APPROVED	PROPOSED	Over	Over
			BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES						
1210	Salaries - Base Salary	\$495,270	\$466,919	\$542,003	75,084	16.08%
1420	Holiday Pay	21,208	20,109	22,536	2,427	12.07%
2110	FICA Taxes (OASDHI)	31,256	29,952	34,719	4,767	15.92%
2120	FICA Taxes (Medicare)	7,310	7,305	8,468	1,163	15.92%
2210	Regular Retirement	46,158	43,345	59,277	15,932	36.76%
2310	Health Insurance	86,325	98,522	119,176	20,654	20.96%
2311	Health Insurance Opt Out	607	0	0	0	0%
2320	Life Insurance	1,674	1,814	2,124	310	17.11%
2330	Dental Insurance	2,220	2,517	2,611	94	3.72%
2350	Disability	147,653	158,490	156,714	(1,776)	-1.12%
2510	Unemployment Compensation	156	32,440	32,240	(200)	-0.62%
2614	Retiree Health Benefits	859,663	801,629	916,537	114,908	14.33%
Total Personnel Services		1,699,500	1,663,042	1,896,405	233,363	14.03%
OPERATING EXPENDITURES						
3110	Medical Services	38,702	43,000	47,500	4,500	10.47%
3190	Other Professional Services	34,473	101,200	86,175	(15,025)	-14.85%
3490	Other Contracted Services	33	300	5,500	5,200	1733.33%
4010	Local Mileage	0	300	100	(200)	-66.67%
4015	County Sponsored Functions	2,781	4,850	4,350	(500)	-10.31%
4022	Out of County Travel	803	5,800	11,000	5,200	89.66%
4120	Advertising	1,322	1,300	0	(1,300)	-100.00%
4710	Printing, Binding, and Copying	60	200	200	0	0%
4810	Promotional Advertising and Expenses	5,851	6,600	6,500	(100)	-1.52%
4811	Promotions / Brochures	50	0	0	0	0%
4960	Administrative Charges	0	0	112,500	112,500	100%
4970	License, Permit, and Application Fees	68	100	250	150	150.00%
5120	General Office Supplies	1,470	1,500	1,500	0	0%
5230	Clothing and Wearing Apparel	0	200	0	(200)	-100.00%
5250	Food and Food Supplies	24	200	0	(200)	-100.00%
5260	Janitorial and other Maint. Supplies	92	100	0	(100)	-100.00%
5280	Minor Equipment	76	0	250	250	100%
5290	Other Supplies	21,108	37,300	38,600	1,300	3.49%
5410	Reference Materials	1,198	2,100	3,900	1,800	85.71%
5420	Memberships	1,113	1,350	1,450	100	7.41%
5531	Seminar/Training Reg. Fees	1,753	4,550	7,600	3,050	67.03%
Total Operating Expenses		110,977	210,950	327,375	116,425	55.19%
TOTAL EXPENDITURES		\$ 1,810,477	\$ 1,873,992	\$ 2,223,780	\$ 349,788	18.67%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 1317 Purchasing

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

The Purchasing/Procurement Department provides outstanding customer focused support to Lee County Port Authority and the business community, procuring the highest quality goods and services at the best value in a legal, ethical and professional manner following the Values and Guiding Principles whereby ensuring adherence to the highest standards at all times.

Working closely with internal client departments and legal, the purchasing staff utilizes project management from competitive process through vendor award/contract/purchase order consistent with the requirements of the Federal Guidelines, Model Procurement Code, Florida State Statutes and the Port Authority Purchasing Manual and Guidelines.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

PURCHASING CLERK VD5131741200	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$259,723	\$319,135	\$393,549	74,414	23.32%
1230 Salaries - Part Time Regular	0	17,281	21,934	4,653	26.93%
1420 Holiday Pay	11,339	13,712	16,637	2,925	21.33%
2110 FICA Taxes (OASDHI)	16,190	21,533	26,575	5,042	23.42%
2120 FICA Taxes (Medicare)	3,786	5,252	6,482	1,230	23.42%
2210 Regular Retirement	24,114	31,161	45,373	14,212	45.61%
2310 Health Insurance	76,910	121,179	119,176	(2,003)	-1.65%
2320 Life Insurance	733	1,070	1,294	224	20.96%
2330 Dental Insurance	1,961	2,517	2,611	94	3.72%
Total Personnel Services	394,756	532,840	633,630	100,790	18.92%
OPERATING EXPENDITURES					
3190 Other Professional Services	15,505	500	1,000	500	100.00%
3490 Other Contracted Services	231		2,000	2,000	100%
4010 Local Mileage	0	100	100	0	0%
4022 Out of County Travel	1,176	6,810	7,940	1,130	16.59%
4110 Telecommunications	0	15	50	35	233.33%
4120 Advertising	2,204	2,300	0	(2,300)	-100.00%
4710 Printing, Binding, and Copying	0	400	240	(160)	-40.00%
4810 Promotional Advertising and Expenses	0	500	500	0	0%
4811 Promotions / Brochures	706	750	0	(750)	-100.00%
4970 License, Permit, and Application Fees	0	200	0	(200)	-100.00%
5120 General Office Supplies	280	500	500	0	0%
5230 Clothing and Wearing Apparel	106	500	0	(500)	-100.00%
5250 Food and Food Supplies	0	200	0	(200)	-100.00%
5260 Janitorial and other Maint. Supplies	60	75	0	(75)	-100.00%
5280 Minor Equipment	390	500	870	370	74.00%
5290 Other Supplies	0	0	300	300	100%
5420 Memberships	784	1,200	2,080	880	73.33%
5531 Seminar/Training Reg. Fees	1,502	3,100	4,165	1,065	34.35%
Total Operating Expenses	22,944	17,650	19,745	2,095	11.87%
TOTAL EXPENDITURES	\$ 417,700	\$ 550,490	\$ 653,375	\$ 102,885	18.69%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 1325 Information Technologies

Organizational Category:

Executive

Administration

Aviation

Development

Program Function:

Information Technologies Department provides support to Port Authority computer services; establishes standards for software and hardware; provides backup and restoration of public records; maintains computer systems and the system network; provides VIRUS protection and internet services; provides day-to-day management of all Port Authority's computer systems; coordinates consulting services to assure security; provides technical assistance in resolving computer problems; recommends new technology and provides user training.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>INFORMATION TECHNOLOGY</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK VF5132541200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$1,185,048	\$1,137,304	\$1,322,640	185,336	16.30%
1250 Special Pay (with Retirement)	59	0	0	0	0%
1410 Overtime (OT1)	2,632	11,369	12,347	978	8.60%
1415 Overtime (OT1.5)	4,546	13,385	14,504	1,119	8.36%
1420 Holiday Pay	49,966	47,501	54,537	7,036	14.81%
2110 FICA Taxes (OASDHI)	74,738	74,388	86,348	11,960	16.08%
2120 FICA Taxes (Medicare)	17,548	18,143	21,060	2,917	16.08%
2210 Regular Retirement	110,717	107,651	147,423	39,772	36.95%
2310 Health Insurance	279,965	320,684	365,748	45,064	14.05%
2311 Health Insurance Opt Out	0	600	600	0	0%
2320 Life Insurance	3,726	3,803	4,387	584	15.37%
2330 Dental Insurance	7,141	7,133	7,832	699	9.80%
Total Personnel Services	1,736,086	1,741,961	2,037,427	295,466	16.96%
OPERATING EXPENDITURES					
3190 Other Professional Services	542,693	251,999	383,070	131,071	52.01%
3460 Data Processing	1,349,090	1,726,283	2,343,224	616,941	35.74%
4010 Local Mileage	48	1,000	1,150	150	15.00%
4022 Out of County Travel	2,840	7,500	7,300	(200)	-2.67%
4110 Telecommunications	361,307	333,450	450,651	117,201	35.15%
4431 Office Equipment Lease	61,604	72,000	0	(72,000)	-100.00%
4491 Rentals & Leases-Long Term	28		65,000	65,000	100%
4630 Equipment Maintenance	147,986	166,000	0	(166,000)	-100.00%
4635 Equipment Repair Parts	2,679	16,300	0	(16,300)	-100.00%
4650 Repairs & Maintenance - Service	0	0	189,120	189,120	100%
4655 Repairs & Maintenance - Parts	0	0	12,900	12,900	100%
4710 Printing, Binding, and Copying	60	0	0	0	0%
5120 General Office Supplies	20,706	70,000	70,000	0	0%
5230 Clothing and Wearing Apparel	2,988	4,500	0	(4,500)	-100.00%
5260 Janitorial and other Maint. Supplies	1,021	100	0	(100)	-100.00%
5280 Minor Equipment	160,671	52,100	72,100	20,000	38.39%
5290 Other Supplies	86	0	5,050	5,050	100%
5410 Reference Materials	820	2,500	0	(2,500)	-100.00%
5420 Memberships	2,069	2,440	2,440	0	0%
5530 Educational Expense	1,250	9,000	6,500	(2,500)	-27.78%
5531 Seminar/Training Reg Fees	10,582	7,000	10,000	3,000	42.86%
Total Operating Expenses	2,668,528	2,722,172	3,618,505	896,333	32.93%
TOTAL EXPENDITURES	\$ 4,404,614	\$ 4,464,133	\$ 5,655,932	\$ 1,191,799	26.70%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 4215 Property Management

Organizational Category:

- Executive
- Administration
- Aviation
- Development

Program Function:

Negotiates drafts and manages all revenue producing contracts, such as leases, licenses and permit agreements, covering the use or occupancy of all properties and facilities at Southwest Florida International Airport and Page Field. The department also oversees the Port Authority's property and casualty insurance functions including renewals, determining appropriate contractual limits, claims management as well as risk management.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>PROPERTY MANAGEMENT</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
<u>CLERK VF5421541200</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$389,919	\$398,838	\$520,831	\$121,993	30.59%
1420 Holiday Pay	14,421	16,803	21,149	4,346	25.87%
2110 FICA Taxes (OASDHI)	23,336	25,562	33,332	7,770	30.40%
2120 FICA Taxes (Medicare)	5,699	6,235	8,130	1,895	30.39%
2210 Regular Retirement	36,236	36,992	56,908	19,916	53.84%
2310 Health Insurance	75,815	100,983	119,176	18,193	18.02%
2320 Life Insurance	1,254	1,805	2,410	605	33.49%
2330 Dental Insurance	2,035	2,098	2,611	513	24.44%
Total Personnel Services	548,715	589,316	764,546	175,230	29.73%
OPERATING EXPENDITURES					
3150 Appraisal Services	21,065	15,400	8,250	(7,150)	-46.43%
3190 Other Professional Services	48,959	75,569	179,500	103,931	137.53%
4010 Local Mileage	72	270	250	(20)	-7.41%
4022 Out of County Travel	3,564	10,600	11,400	800	7.55%
4024 International Travel	0	1,400	1,400	0	0%
4026 Moving Expenses	0	0	3,000	3,000	100%
4110 Telecommunications	14	0	0	0	0%
4520 Insurance and Bonds	1,594,810	1,864,850	2,398,029	533,179	28.59%
4710 Printing, Binding, and Copying	60	60	60	0	0%
4811 Promotions / Brochures	0	0	150	150	100%
4970 License, Permit, and Application Fees	43	0	45	45	100%
4990 Non-Recurring Expense	39,296	0	0	0	0%
5120 General Office Supplies	539	1,270	1,270	0	0%
5260 Janitorial and other Maint. Supplies	26	50	0	(50)	-100.00%
5280 Minor Equipment	240	300	300	0	0%
5290 Other Supplies	0	0	650	650	100%
5410 Reference Materials	820	1,270	1,601	331	26.06%
5420 Memberships	2,436	2,900	2,809	(91)	-3.14%
5531 Seminar/Training Reg. Fees	2,325	6,990	7,850	860	12.30%
Total Operating Expenses	1,714,269	1,980,929	2,616,564	635,635	32.09%
TOTAL EXPENDITURES	\$ 2,262,984	\$ 2,570,245	\$ 3,381,110	\$ 810,865	31.55%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: Development

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Development - Responsible for overall management of all Development Departments. Main function is to keep projects under budget, on schedule, and fully coordinated. Responsible for contract compliance of all professional and construction-related services. Reviews and processes all contract amendments, payment requests and project close-out documentation in accordance with Lee County Port Authority policies and procedures.

Engineering/Construction Management - Transforms development concepts of Port Authority management into construction documents ready for bidding and construction. Manages all designs, studies and analyses related to airport improvement projects. Manages and coordinates the work of construction, construction management, and construction administration activities. Strives to complete construction projects in accordance with the Port Authority's objectives on cost, time, quality of work and minimization of interruptions to normal airport operations.

Planning and Environmental Compliance – Responsible for completing Master Plan Updates, Lee Plan amendments and rezonings, noise studies, environmental assessments, assures NPDES compliance, coordination/review of FAA/FDOT policies and other governmental permitting agency requirements, along with local government regulations, for FMY, RSW and adjoining developments. Facilitates compliance with all local, state and federal environmental regulations, as well as assuring that permit compliance is maintained. Oversees management of 7,000 acre Mitigation Park. Maintain noise hotline, respond to noise comments, provide airspace reviews and issue tall structure permits.

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2020 - 2021

Organization:

Fund: 41200 Airport Operating

Department: Development

Organizational Category:

Executive
 Administration
 Aviation
 Development

Government Affairs & Grants - Secures funding assistance from the Federal Aviation Administration, Florida Department of Transportation and other sources. Ensures compliance with all grant assurances and coordinates all development contracts and contract changes with the appropriate state and federal agencies. Reviews all federal and state legislation that may impact airports and coordinates issues with affected departments. In accordance with the regulations of the Department of Transportation 49 CFR Part 23 & 26, develops, implements and manages the Port Authority's Disadvantaged Business Enterprise (DBE) program. This includes carrying out technical assistance activities; disseminating information on available business opportunities; and assuring the award and administration of DOT-assisted contracts is non-discriminatory.

Development Services – Responsible for multiple airport functions including: administration of the Port Authority's Work Permit program, administration of the Development Division's professional services contracts; oversight of the web based Project Reporting System; CADD and graphics support including responsibility for aerial imagery; oversight of the LCPA Geographical Information System (GIS). Support other Port Authority departments by providing Due Diligence Reports containing infrastructure and demographic information of airport property.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>DEVELOPMENT ADMINISTRATION</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WB5121341200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$437,337	\$411,014	\$479,452	\$68,438	16.65%
1420 Holiday Pay	17,464	16,766	19,051	2,285	13.63%
2110 FICA Taxes (OASDHI)	20,637	26,308	30,658	4,350	16.53%
2120 FICA Taxes (Medicare)	6,563	6,417	7,478	1,061	16.53%
2210 Regular Retirement	77,800	74,069	92,068	17,999	24.30%
2310 Health Insurance	57,780	60,590	67,808	7,218	11.91%
2320 Life Insurance	1,476	1,999	2,338	339	16.95%
2330 Dental Insurance	1,332	1,259	1,305	46	3.68%
Total Personnel Services	620,389	598,422	700,158	101,736	17.00%
OPERATING EXPENDITURES					
4010 Local Mileage	0	20	10	(10)	-50.00%
4011 Bridge Tickets & Passes	0	20	0	(20)	-100.00%
4022 Out of County Travel	1,876	15,800	18,700	2,900	18.35%
4024 International Travel	0	2,900	2,900	0	0%
4110 Telecommunications	0	30	30	0	0%
4710 Printing, Binding, and Copying	0	70	250	180	257.14%
4810 Promotional Advertising and Expenses	0	450	450	0	0%
4970 License, Permit, and Application Fees	49	99	0	(99)	-100.00%
5120 General Office Supplies	1,209	1,100	1,000	(100)	-9.09%
5260 Janitorial and other Maint. Supplies	11	15	0	(15)	-100.00%
5280 Minor Equipment	98	1,100	1,100	0	0%
5290 Other Supplies	0	30	55	25	83.33%
5410 Reference Materials	164	100	200	100	100.00%
5420 Memberships	881	1,260	1,260	0	0%
5531 Seminar/Training Reg. Fees	5,466	6,895	7,340	445	6.45%
Total Operating Expenses	9,754	29,889	33,295	3,406	11.40%
TOTAL EXPENDITURES	\$ 630,143	\$ 628,311	\$ 733,453	\$ 105,142	16.73%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

DEVELOPMENT - ENGINEERING	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WB5422541200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$389,898	\$371,539	\$418,313	\$46,774	12.59%
1310 Pay - Non-permanent labor	0	3,800	3,800	0	0%
1420 Holiday Pay	16,566	15,727	17,273	1,546	9.83%
2110 FICA Taxes (OASDHI)	24,175	23,817	26,789	2,972	12.48%
2120 FICA Taxes (Medicare)	5,654	5,809	6,534	725	12.48%
2210 Regular Retirement	36,309	34,467	45,737	11,270	32.70%
2310 Health Insurance	69,060	73,234	82,191	8,957	12.23%
2320 Life Insurance	1,432	1,582	1,779	197	12.45%
2330 Dental Insurance	1,776	1,678	1,740	62	3.72%
Total Personnel Services	544,870	531,653	604,155	72,502	13.64%
OPERATING EXPENDITURES					
4022 Out of County Travel	1,387	2,500	3,300	800	32.00%
4110 Telecommunications	84	0	0	0	0%
4710 Printing, Binding, and Copying	0	60	60	0	0%
4970 License, Permit, and Application Fees	388	500	0	(500)	-100.00%
5120 General Office Supplies	14	100	100	0	0%
5280 Minor Equipment	0	375	400	25	6.67%
5290 Other Supplies	0	0	200	200	100%
5410 Reference Materials	0	100	100	0	0%
5420 Memberships	1,563	1,649	1,985	336	20.38%
5531 Seminar/Training Reg. Fees	2,733	1,944	1,980	36	1.85%
Total Operating Expenses	6,169	7,228	8,125	897	12.41%
TOTAL EXPENDITURES	\$551,039	\$ 538,881	\$ 612,280	\$ 73,399	13.62%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>DEVELOPMENT - PLANNING</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WB5152041200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$288,729	\$305,852	\$349,489	\$43,637	14.27%
1420 Holiday Pay	13,412	11,989	14,874	2,885	24.06%
2110 FICA Taxes (OASDHI)	18,023	19,547	22,408	2,861	14.64%
2120 FICA Taxes (Medicare)	4,215	4,768	5,465	697	14.63%
2210 Regular Retirement	29,915	28,288	38,258	9,970	35.25%
2310 Health Insurance	64,640	85,878	80,133	(5,745)	-6.69%
2311 Health Insurance Opt Out	0	600	600	0	0%
2320 Life Insurance	785	1,326	1,533	207	15.65%
2330 Dental Insurance	1,924	2,098	2,176	78	3.70%
Total Personnel Services	421,643	460,346	514,937	54,591	11.86%
OPERATING EXPENDITURES					
4010 Local Mileage	0	20	60	40	200.00%
4022 Out of County Travel	3,625	1,500	1,800	300	20.00%
4110 Telecommunications	131	0	0	0	0%
4710 Printing, Binding, and Copying	0	2,500	2,500	0	0%
4970 License, Permit, and Application Fees	0	100	100	0	0%
5120 General Office Supplies	97	0	0	0	0%
5230 Clothing and Wearing Apparel	90	150	0	(150)	-100.00%
5260 Janitorial and other Maint. Supplies	22	0	0	0	0%
5280 Minor Equipment	79	550	250	(300)	-54.55%
5290 Other Supplies	17	0	150	150	100%
5420 Memberships	260	1,115	1,495	380	34.08%
5530 Educational Expense	0	0	800	800	100%
5531 Seminar/Training Reg. Fees	1,903	2,200	1,950	(250)	-11.36%
Total Operating Expenses	6,224	8,135	9,105	970	11.92%
TOTAL EXPENDITURES	\$ 427,867	\$ 468,481	\$ 524,042	\$ 55,561	11.86%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>DEVELOPMENT GOVERNMENT SERVICES CLERK WB5132341200</u>	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$298,461	\$332,758	\$376,242	\$43,484	13.07%
1420 Holiday Pay	12,659	14,137	15,798	1,661	11.75%
2110 FICA Taxes (OASDHI)	18,455	21,334	24,110	2,776	13.01%
2120 FICA Taxes (Medicare)	4,316	5,203	5,881	678	13.02%
2210 Regular Retirement	27,784	30,874	41,164	10,290	33.33%
2310 Health Insurance	57,780	73,234	82,191	8,957	12.23%
2320 Life Insurance	1,195	1,457	1,664	207	14.22%
2330 Dental Insurance	1,332	1,678	1,740	62	3.72%
Total Personnel Services	421,982	480,675	548,790	68,115	14.17%
OPERATING EXPENDITURES					
4010 Local Mileage	36	250	350	100	40.00%
4015 County Sponsored Functions	500	3,200	3,200	0	0%
4022 Out of County Travel	10,860	18,450	24,400	5,950	32.25%
4110 Telecommunications	80	0	0	0	0%
4710 Printing, Binding, and Copying	0	0	60	60	100%
4810 Promotional Advertising and Expenses	191	1,800	2,800	1,000	55.56%
5120 General Office Supplies	47	300	300	0	0%
5280 Minor Equipment	209	0	0	0	0%
5410 Reference Materials	8,595	8,595	3,600	(4,995)	-58.12%
5420 Memberships	37,828	36,183	40,825	4,642	12.83%
5531 Seminar/Training Reg. Fees	5,370	4,905	6,775	1,870	38.12%
Total Operating Expenses	63,716	73,683	82,310	8,627	11.71%
TOTAL EXPENDITURES	\$485,698	\$ 554,358	\$ 631,100	\$ 76,742	13.84%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>DEVELOPMENT - SERVICES</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WB5131341200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$435,757	\$425,045	\$458,746	\$33,701	7.93%
1420 Holiday Pay	18,609	18,037	19,338	1,301	7.21%
2110 FICA Taxes (OASDHI)	27,332	27,250	29,402	2,152	7.90%
2120 FICA Taxes (Medicare)	6,414	6,646	7,171	525	7.90%
2210 Regular Retirement	40,617	39,434	50,199	10,765	27.30%
2310 Health Insurance	107,580	121,179	127,396	6,217	5.13%
2320 Life Insurance	1,415	1,432	1,554	122	8.50%
2330 Dental Insurance	2,664	2,517	2,611	94	3.72%
Total Personnel Services	640,388	641,540	696,417	54,877	8.55%
OPERATING EXPENDITURES					
3190 Other Professional Services	1,494	8,000	8,000	0	0%
4010 Local Mileage	0	200	200	0	0%
4022 Out of County Travel	132	4,000	5,000	1,000	25.00%
4110 Telecommunications	28	150	100	(50)	-33.33%
4630 Equipment Maintenance	0	1,900	0	(1,900)	-100.00%
4635 Equipment Repair Parts	0	100	0	(100)	-100.00%
4650 Repairs & Maintenance - Service	0	0	1,700	1,700	100%
4655 Repairs & Maintenance - Parts	0	0	100	100	100%
4710 Printing, Binding, and Copying	200	680	820	140	20.59%
4810 Promotional Advertising and Expenses	4,995	0	0	0	0%
4811 Promotions / Brochures	10,241	0	0	0	0%
5120 General Office Supplies	1,781	3,930	3,180	(750)	-19.08%
5230 Clothing and Wearing Apparel	0	50	0	(50)	-100.00%
5280 Minor Equipment	50	0	0	0	0%
5290 Other Supplies	0	0	150	150	100%
5410 Reference Materials	59	660	360	(300)	-45.45%
5420 Memberships	294	937	937	0	0%
5531 Seminar/Training Reg. Fees	69	2,750	3,950	1,200	43.64%
Total Operating Expenses	19,343	23,357	24,497	1,140	4.88%
TOTAL EXPENDITURES	\$659,731	\$ 664,897	\$ 720,914	\$ 56,017	8.42%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>NON-DEPARTMENTAL</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WB5422741200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
OPERATING EXPENDITURES					
3140 Architect & Engineering Services	\$124,127	\$509,316	\$192,089	(\$317,227)	-62.28%
3190 Other Professional Services	711,807	653,988	1,067,160	413,172	63.18%
3490 Other Contracted Services	568,541	614,396	874,571	260,175	42.35%
4120 Advertising	6,331	0	0	0	0%
4970 License, Permit, and Application Fees	100	900	500	(400)	-44.44%
Total Operating Expenses	<u>1,410,906</u>	<u>1,778,600</u>	<u>2,134,320</u>	<u>355,720</u>	<u>20.00%</u>
TOTAL EXPENDITURES	<u><u>\$ 1,410,906</u></u>	<u><u>\$ 1,778,600</u></u>	<u><u>\$ 2,134,320</u></u>	<u><u>\$ 355,720</u></u>	<u><u>20.00%</u></u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: Airport Maintenance (RSW)

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

The Maintenance Department is comprised of three main sections, Airfield/Grounds, Terminal, and Resources.

The Airfield/Grounds section provides the airport grounds maintenance to include landscaping, mowing, irrigation, planting, lakes, ditches, trash control and airfield mowing. Airside Maintenance activities include; airfield lighting, airfield signs, runways, taxiways, aprons, Maintenance of FAA Part 139 standards and NAVAIDS as well as the landside building maintenance of the parking garage, taxi/limo, vehicle maintenance, field shop, training center, airfield maintenance bldg., sign shop, carpenter shop, toll booth/building, airfield vault, air freight, all roadways, parking lots, lift stations, emergency generators and fencing.

The Terminal Maintenance section of the department provides the maintenance of the terminal building, RAC building, ARFF Station, chiller plant, HVAC system, fire protection system, public address system, emergency systems, lighting, baggage handling system, security/CCTV system, locks and access controls, housekeeping, light construction, contract maintenance and elevator/escalator maintenance.

The Resources section provides the maintenance of the vehicle and equipment fleet, warehouse operations, fuel management system, welding/fabrication shop, CMMS and departmental programs.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

AIRPORT MAINTENANCE ROLLUP CLERK WJ5422841200		FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
PERSONNEL EXPENSES						
1210	Salaries - Base Salary	\$4,905,072	\$4,955,039	\$5,367,469	\$ 412,431	8.32%
1240	Disaster Pay	19,347	0	0	0	0%
1250	Special Pay (with Retirement)	28,506	21,663	22,466	803	3.70%
1410	Overtime (OT1)	56,060	60,693	69,079	8,387	13.82%
1415	Overtime (OT1.5)	61,568	150,897	167,866	16,969	11.25%
1420	Holiday Pay	163,195	205,923	221,643	15,720	7.63%
1425	Holiday Pay 1.5	52,496	24,352	71,706	47,354	194.46%
2110	FICA Taxes (OASDHI)	313,733	333,242	364,094	30,853	9.26%
2120	FICA Taxes (Medicare)	73,081	81,278	88,803	7,525	9.26%
2210	Regular Retirement	488,610	482,252	621,624	139,373	28.90%
2310	Health Insurance	1,566,047	1,856,301	2,044,476	188,175	10.14%
2311	Health Insurance Opt Out	107	0	0	0	0%
2320	Life Insurance	10,611	14,776	16,141	1,365	9.24%
2330	Dental Insurance	39,620	44,056	45,689	1,633	3.71%
Total Personnel Services		7,778,053	8,230,470	9,101,056	870,586	10.58%
OPERATING EXPENDITURES						
3190	Other Professional Services	175,983	197,500	190,500	(7,000)	-3.54%
3430	Uniform/Laundry Service	17,849	19,700	0	(19,700)	-100.00%
3460	Data Processing	2,391	0	0	0	0%
3490	Other Contracted Services	2,608,304	3,247,500	3,468,500	221,000	6.81%
4010	Local Mileage	145	150	3,100	2,950	1966.67%
4022	Out of County Travel	9,161	0	29,000	29,000	100%
4110	Telecommunications	1,171	300	500	200	66.67%
4211	Freight and Postage	257	0	100	100	100%
4310	Electric	2,755,999	2,907,989	0	(2,907,989)	-100.00%
4315	Television Cable Services	1,640	1,500	0	(1,500)	-100.00%
4330	Water and Sewer	410,933	425,031	0	(425,031)	-100.00%
4340	Trash and Garbage	360,666	327,436	0	(327,436)	-100.00%
4390	All Utility Services	0	0	3,651,166	3,651,166	100%
4410	Land, Building, Parking Rental	8,953	10,840	0	(10,840)	-100.00%
4450	Other Equipment Rental	41,958	46,300	0	(46,300)	-100.00%
4490	Rentals & Leases-Short Term	0	0	62,568	62,568	100%
4491	Rentals & Leases-Long Term	34	0	0	0	0%
4610	Building Maintenance	268,896	126,000	0	(126,000)	-100.00%
4615	Maintenance Materials	307,783	196,300	0	(196,300)	-100.00%
4620	Vehicle Maintenance	182,964	221,000	0	(221,000)	-100.00%
4630	Equipment Maintenance	209,288	170,000	0	(170,000)	-100.00%
4635	Equipment Repair Parts	989,265	1,247,500	0	(1,247,500)	-100.00%
4650	Repairs & Maintenance - Service	0	0	1,046,700	1,046,700	100%
4655	Repairs & Maintenance - Parts	0	0	1,728,550	1,728,550	100%
4663	Horticultural	13,204	35,000	0	(35,000)	-100.00%
4710	Printing, Binding, and Copying	1,159	1,800	2,350	550	30.56%
4955	Solid Waste Assessment	65,053	68,000	68,000	0	0%
4960	Administrative Charges	0	0	0	0	0%
4970	License, Permit, and Application Fees	5,436	7,000	7,500	500	7.14%
5120	General Office Supplies	16,599	22,800	24,500	1,700	7.46%
5210	Fuel and Lubricants	327,066	527,529	559,646	32,117	6.09%
5221	Medical Supplies and Drugs	3,660	3,500	0	(3,500)	-100.00%
5230	Clothing and Wearing Apparel	16,828	36,740	0	(36,740)	-100.00%
5240	Chemicals	75,284	74,000	0	(74,000)	-100.00%
5250	Food and Food Supplies	60	0	0	0	0%
5260	Janitorial and other Maint. Supplies	65,942	21,700	0	(21,700)	-100.00%
5280	Minor Equipment	77,118	84,550	136,425	51,875	61.35%
5290	Other Supplies	25,853	23,200	252,060	228,860	986.47%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>AIRPORT MAINTENANCE</u>		FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
ROLLUP		ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK WJ5422841200			BUDGET	BUDGET	(Under)	(Under)
5310	Asphalt and Coldmix	5,721	20,000	0	(20,000)	-100.00%
5320	Road Base Materials	14,669	18,000	0	(18,000)	-100.00%
5340	Cement and Concrete	1,653	2,000	0	(2,000)	-100.00%
5360	Sign Material	49,893	70,000	0	(70,000)	-100.00%
5390	Other Road Materials	29,046	38,500	148,500	110,000	285.71%
5410	Reference Materials	4,259	3,350	6,450	3,100	92.54%
5420	Memberships	630	910	910	0	0%
5530	Educational Expense	3,210	6,000	20,000	14,000	233.33%
5531	Seminar/Training Reg. Fees	17,791	0	41,550	41,550	100%
Total Operating Expenses		<u>9,173,774</u>	<u>10,209,625</u>	<u>11,448,575</u>	<u>1,238,950</u>	<u>12.14%</u>
TOTAL EXPENDITURES		<u>\$ 16,951,827</u>	<u>\$ 18,440,095</u>	<u>\$ 20,549,631</u>	<u>\$ 2,109,536</u>	<u>11.44%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>MAINTENANCE - RESOURCES</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WJ5100041200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$808,456	\$799,837	\$879,955	\$ 80,118	10.02%
1240 Disaster Pay	2,295	0	0	0	0%
1250 Special Pay (with Retirement)	960	1,890	1,960	70	3.70%
1410 Overtime (OT1)	11,004	16,119	17,278	1,159	7.19%
1415 Overtime (OT1.5)	1,175	18,308	20,424	2,116	11.56%
1420 Holiday Pay	32,418	33,682	36,493	2,811	8.34%
1425 Holiday Pay 1.5	0	0	9,169	9,169	100%
2110 FICA Taxes (OASDHI)	51,695	53,495	59,365	5,870	10.97%
2120 FICA Taxes (Medicare)	12,090	13,047	14,479	1,432	10.98%
2210 Regular Retirement	81,761	77,415	101,354	23,940	30.92%
2310 Health Insurance	245,610	285,382	312,322	26,940	9.44%
2320 Life Insurance	1,874	2,445	2,732	287	11.73%
2330 Dental Insurance	6,512	6,713	6,962	249	3.71%
Total Personnel Services	1,255,850	1,308,331	1,462,492	154,161	11.78%
OPERATING EXPENDITURES					
3190 Other Professional Services	40,832	41,000	41,500	500	1.22%
3430 Uniform/Laundry Service	2,819	2,700	0	(2,700)	-100.00%
3490 Other Contracted Services	4,939	2,550,000	2,553,000	3,000	0.12%
4010 Local Mileage	97	0	300	300	100%
4022 Out of County Travel	1,931	0	7,500	7,500	100%
4110 Telecommunications	339	100	200	100	100.00%
4211 Freight and Postage	257	0	100	100	100%
4310 Electric	2,755,999	2,907,989	0	(2,907,989)	-100.00%
4330 Water and Sewer	410,933	425,031	0	(425,031)	-100.00%
4340 Trash and Garbage	360,666	318,436	0	(318,436)	-100.00%
4390 All Utility Services	0	0	3,651,166	3,651,166	100%
4410 Land, Building, Parking Rental	8,953	10,840	0	(10,840)	-100.00%
4450 Other Equipment Rental	26,738	18,100	0	(18,100)	-100.00%
4490 Rentals & Leases-Short Term	0	0	34,368	34,368	100%
4491 Rentals & Leases-Long Term	34	0	0	0	0%
4615 Maintenance Materials	53,303	60,000	0	(60,000)	-100.00%
4620 Vehicle Maintenance	182,964	221,000	0	(221,000)	-100.00%
4630 Equipment Maintenance	147,067	91,500	0	(91,500)	-100.00%
4635 Equipment Repair Parts	531,567	592,000	0	(592,000)	-100.00%
4650 Repairs & Maintenance - Service	0	0	333,200	333,200	100%
4655 Repairs & Maintenance - Parts	0	0	699,000	699,000	100%
4710 Printing, Binding, and Copying	1,039	1,500	2,000	500	33.33%
4955 Solid Waste Assessment	65,053	68,000	68,000	0	0%
4970 License, Permit, and Application Fees	2,331	2,000	2,000	0	0%
5120 General Office Supplies	12,279	17,800	17,800	0	0%
5210 Fuel and Lubricants	326,902	527,529	559,646	32,117	6.09%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>MAINTENANCE - RESOURCES</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WJ5100041200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
5221 Medical Supplies and Drugs	3,660	3,500	0	(3,500)	-100.00%
5230 Clothing and Wearing Apparel	6,758	11,980	0	(11,980)	-100.00%
5240 Chemicals	3,590	3,750	0	(3,750)	-100.00%
5250 Food and Food Supplies	60	0	0	0	0%
5260 Janitorial and other Maint. Supplies	61,539	19,000	0	(19,000)	-100.00%
5280 Minor Equipment	21,389	15,500	67,375	51,875	334.68%
5290 Other Supplies	14,082	9,300	97,060	87,760	943.66%
5390 Other Road Materials	6,013	15,000	15,000	0	0%
5410 Reference Materials	3,330	2,550	5,050	2,500	98.04%
5420 Memberships	316	310	310	0	0%
5530 Educational Expense	0	0	8,000	8,000	100%
5531 Seminar/Training Reg. Fees	1,512	0	11,250	11,250	100%
Total Operating Expenses	5,059,291	7,936,415	8,173,825	237,410	2.99%
TOTAL EXPENDITURES	\$ 6,315,141	\$ 9,244,746	\$ 9,636,317	\$ 391,571	4.24%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>MAINTENANCE - TERMINAL</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WJ5200041200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$2,561,358	\$2,574,994	\$2,756,574	\$ 181,580	7.05%
1240 Disaster Pay	7,236	0	0	0	0%
1250 Special Pay (with Retirement)	19,375	12,638	13,278	640	5.06%
1410 Overtime (OT1)	33,926	28,879	32,390	3,511	12.16%
1415 Overtime (OT1.5)	44,738	95,113	101,055	5,942	6.25%
1420 Holiday Pay	67,966	105,964	112,922	6,958	6.57%
1425 Holiday Pay 1.5	52,012	24,352	37,705	13,353	54.83%
2110 FICA Taxes (OASDHI)	163,442	174,779	187,816	13,037	7.46%
2120 FICA Taxes (Medicare)	37,932	42,629	45,809	3,180	7.46%
2210 Regular Retirement	253,589	252,933	320,662	67,729	26.78%
2310 Health Insurance	802,667	967,143	1,052,038	84,895	8.78%
2311 Health Insurance Opt Out	107	0	0	0	0%
2320 Life Insurance	5,530	7,795	8,370	575	7.38%
2330 Dental Insurance	19,862	21,819	22,627	808	3.70%
Total Personnel Services	4,069,740	4,309,038	4,691,247	382,209	8.87%
OPERATING EXPENDITURES					
3190 Other Professional Services	\$112,216	\$115,000	\$115,000	0	0%
3430 Uniform/Laundry Service	7,414	9,500	0	(9,500)	-100.00%
3460 Data Processing	150	0	0	0	0%
3490 Other Contracted Services	2,109,501	80,500	156,000	75,500	93.79%
4010 Local Mileage	48	150	800	650	433.33%
4022 Out of County Travel	1,690	0	12,000	12,000	100%
4110 Telecommunications	832	200	200	0	0%
4450 Other Equipment Rental	5,529	10,000	0	(10,000)	-100.00%
4490 Rentals & Leases-Short Term	0	0	10,000	10,000	100%
4610 Building Maintenance	161,680	102,000	0	(102,000)	-100.00%
4615 Maintenance Materials	196,315	113,800	0	(113,800)	-100.00%
4630 Equipment Maintenance	39,562	68,000	0	(68,000)	-100.00%
4635 Equipment Repair Parts	351,643	522,500	0	(522,500)	-100.00%
4650 Repairs & Maintenance - Service	0	0	522,000	522,000	100%
4655 Repairs & Maintenance - Parts	0	0	553,800	553,800	100%
4710 Printing, Binding, and Copying	120	150	200	50	33.33%
4970 License, Permit, and Application Fees	2,984	4,500	5,000	500	11.11%
5120 General Office Supplies	3,449	2,500	4,200	1,700	68.00%
5230 Clothing and Wearing Apparel	5,358	13,460	0	(13,460)	-100.00%
5240 Chemicals	8,210	250	0	(250)	-100.00%
5260 Janitorial and other Maint. Supplies	2,795	1,700	0	(1,700)	-100.00%
5280 Minor Equipment	29,742	39,550	39,550	0	0%
5290 Other Supplies	10,756	9,900	43,520	33,620	339.60%
5410 Reference Materials	85	450	400	(50)	-11.11%
5530 Educational Expense	3,210	6,000	12,000	6,000	100.00%
5531 Seminar/Training Reg. Fees	13,300	0	17,800	17,800	100%
Total Operating Expenses	3,066,589	1,100,110	1,492,470	392,360	35.67%
TOTAL EXPENDITURES	\$ 7,136,329	\$ 5,409,148	\$ 6,183,717	\$ 774,569	14.32%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>MAINTENANCE - AIRFIELD</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WJ5300041200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$1,535,258	\$1,580,208	\$1,730,941	\$ 150,733	9.54%
1240 Disaster Pay	9,816	0		0	0%
1250 Special Pay (with Retirement)	8,171	7,135	7,228	93	1.30%
1410 Overtime (OT1)	11,130	15,695	19,411	3,716	23.68%
1415 Overtime (OT1.5)	15,655	37,476	46,387	8,911	23.78%
1420 Holiday Pay	62,811	66,277	72,228	5,951	8.98%
1425 Holiday Pay 1.5	484	0	24,832	24,832	100%
2110 FICA Taxes (OASDHI)	98,596	104,968	116,913	11,945	11.38%
2120 FICA Taxes (Medicare)	23,059	25,602	28,515	2,913	11.38%
2210 Regular Retirement	153,260	151,904	199,608	47,704	31.40%
2310 Health Insurance	517,770	603,776	680,116	76,340	12.64%
2320 Life Insurance	3,207	4,536	5,040	504	11.10%
2330 Dental Insurance	13,246	15,524	16,099	575	3.71%
Total Personnel Services	2,452,463	2,613,101	2,947,318	334,217	12.79%
OPERATING EXPENDITURES					
3190 Other Professional Services	22,935	41,500	34,000	(7,500)	-18.07%
3430 Uniform/Laundry Service	7,616	7,500	0	(7,500)	-100.00%
3460 Data Processing	2,241	0	0	0	0%
3490 Other Contracted Services	493,864	617,000	759,500	142,500	23.10%
4010 Local Mileage	0	0	2,000	2,000	100%
4022 Out of County Travel	5,540	0	9,500	9,500	100%
4110 Telecommunications	0	0	100	100	100%
4315 Television Cable Services	1,640	1,500	0	(1,500)	-100.00%
4340 Trash and Garbage	0	9,000	0	(9,000)	-100.00%
4450 Other Equipment Rental	9,691	18,200	0	(18,200)	-100.00%
4490 Rentals & Leases-Short Term	0	0	18,200	18,200	100%
4610 Building Maintenance	107,216	24,000	0	(24,000)	-100.00%
4615 Maintenance Materials	58,165	22,500	0	(22,500)	-100.00%
4630 Equipment Maintenance	22,659	10,500	0	(10,500)	-100.00%
4635 Equipment Repair Parts	106,055	133,000	0	(133,000)	-100.00%
4650 Repairs & Maintenance - Service	0	0	191,500	191,500	100%
4655 Repairs & Maintenance - Parts	0	0	475,750	475,750	100%
4663 Horticultural	13,204	35,000	0	(35,000)	-100.00%
4710 Printing, Binding, and Copying	0	150	150	0	0%
4970 License, Permit, and Application Fees	121	500	500	0	0%
5120 General Office Supplies	871	2,500	2,500	0	0%
5210 Fuel and Lubricants	164	0	0	0	0%
5230 Clothing and Wearing Apparel	4,712	11,300	0	(11,300)	-100.00%
5240 Chemicals	63,484	70,000	0	(70,000)	-100.00%
5260 Janitorial and other Maint. Supplies	1,608	1,000	0	(1,000)	-100.00%
5280 Minor Equipment	25,987	29,500	29,500	0	0%
5290 Other Supplies	1,015	4,000	111,480	107,480	2687.00%
5310 Asphalt and Coldmix	5,721	20,000	0	(20,000)	-100.00%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>MAINTENANCE - AIRFIELD</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
<u>CLERK WJ5300041200</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
5320 Road Base Materials	14,669	18,000	0	(18,000)	-100.00%
5340 Cement and Concrete	1,653	2,000	0	(2,000)	-100.00%
5360 Sign Material	49,893	70,000	0	(70,000)	-100.00%
5390 Other Road Materials	23,033	23,500	133,500	110,000	468.09%
5410 Reference Materials	844	350	1,000	650	185.71%
5420 Memberships	314	600	600	0	0%
5531 Seminar/Training Reg. Fees	2,979	0	12,500	12,500	100%
Total Operating Expenses	1,047,894	1,173,100	1,782,280	609,180	51.93%
TOTAL EXPENDITURES	\$ 3,500,357	\$3,786,201	\$ 4,729,598	\$ 943,397	24.92%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 4229 Airport Contract Management

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Oversee a multitude of outsourced service, maintenance, and support contracts which provide important services to the Lee County Port Authority. Prepare comprehensive solicitations for a variety of services that furnish valuable labor and material resources and support to the Aviation Division and other Authority departments as necessary.

Airport Contract Management service and support agreements include parking lot and shuttle service management, janitorial routine and project services, rental car fuel system management, elevator and escalator equipment repair and maintenance, chillers system and building controls support, on-call general contractor services, interior plantscaping services, terminal music licensing, satellite television services, pest control services and general maintenance and support services.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

CONTRACT MANAGEMENT	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WJ5422941200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$187,639	\$201,772	\$218,865	\$17,093	8.47%
1240 Disaster Pay	726	0	0	0	0%
1420 Holiday Pay	7,274	8,269	8,991	722	8.73%
2110 FICA Taxes (OASDHI)	11,853	12,918	14,013	1,095	8.48%
2120 FICA Taxes (Medicare)	2,772	3,151	3,418	267	8.47%
2210 Regular Retirement	17,561	18,694	23,925	5,231	27.98%
2310 Health Insurance	44,210	53,037	67,808	14,771	27.85%
2320 Life Insurance	571	683	738	55	8.07%
2330 Dental Insurance	1,110	1,259	1,305	46	3.68%
Total Personnel Services	273,716	299,783	339,063	39,280	13.10%
OPERATING EXPENDITURES					
3170 Management Fees (Parking Lot)	3,737,390	4,925,371	4,933,922	8,551	0.17%
3190 Other Professional Services	5,550	0	0	0	0%
3410 Janitorial Services	4,481,387	5,680,523	0	(5,680,523)	-100.00%
3460 Data Processing	106	0	140	140	100%
3490 Other Contracted Services	1,134,504	990,513	7,466,985	6,476,472	653.85%
4010 Local Mileage	0	119	200	81	68.07%
4022 Out of County Travel	182	1,000	2,000	1,000	100.00%
4110 Telecommunications	49	0	0	0	0%
4315 Television Cable Services	3,312	3,842	0	(3,842)	-100.00%
4390 All Utility Services	0	0	3,800	3,800	100%
4490 Rentals & Leases-Short Term	0	0	1,195	1,195	100%
4630 Equipment Maintenance	14,523	16,530	0	(16,530)	-100.00%
4650 Repairs & Maintenance - Service	0	0	16,578	16,578	100%
4710 Printing, Binding, and Copying	60	0	0	0	0%
4811 Promotions / Brochures	0	99	99	0	0%
4970 License, Permit, and Application Fees	1,679	1,280	7,405	6,125	478.52%
5120 General Office Supplies	387	450	450	0	0%
5230 Clothing and Wearing Apparel	430	250	0	(250)	-100.00%
5260 Janitorial and other Maint. Supplies	373	0	0	0	0%
5280 Minor Equipment	238	600	600	0	0%
5285 Miscellaneous Furniture	0	200	0	(200)	-100.00%
5290 Other Supplies	0	0	14,425	14,425	100%
5410 Reference Materials	225	150	475	325	216.67%
5420 Memberships	201	350	350	0	0%
5531 Seminar/Training Reg. Fees	0	700	1,200	500	71.43%
Total Operating Expenses	9,380,596	11,621,977	12,449,824	827,847	7.12%
TOTAL EXPENDITURES	\$ 9,654,312	\$ 11,921,760	\$ 12,788,887	\$ 867,127	7.27%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 4230 Police

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-
-

Program Function:

Overall twenty-four hour airport security and law enforcement, counter-terrorism; responsible for compliance with all applicable Department of Homeland Security/Transportation Security Administration's security directives, and enforcement of all state and local laws, to include deterrence and rapid response in our jurisdiction. The Department is comprised of the following teams: Patrol, Investigations/Intelligence, Field Force, Hazardous Device Squad, and civilian traffic agent force, responsible for traffic, pedestrian safety and curbside counter-terrorism and TSA/APD Canine Explosives Team, with participation in HSI Task Force, JTTF Task Force. Our goal for the next several years of budget will be focused on training and staffing in an effort to increase our response and service capabilities.

Our mission is to faithfully serve all people we encounter with empathy and compassion. We strive to provide the safest environment in the aviation industry, by proactively detecting and deterring crime and terrorism. We will keep in clear sight that it is a privilege and honor to wear our badge and serve the community.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>POLICE</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WD5423041200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$471,547	\$810,905	\$907,961	\$97,056	11.97%
1220 Salaries - Full Time High Risk	2,600,050	2,828,875	3,173,765	344,890	12.19%
1230 Salaries - Part Time Regular	0	131,235	312,184	180,949	137.88%
1240 Disaster Pay	8,017	0	0	0	0%
1250 Special Pay (with Retirement)	64,006	69,823	74,403	4,580	6.56%
1410 Overtime (OT1)	52,611	25,507	24,828	(679)	-2.66%
1415 Overtime (OT1.5)	160,755	233,473	256,165	22,693	9.72%
1420 Holiday Pay	39,472	55,641	72,207	16,566	29.77%
1425 Holiday Pay 1.5	88,553	150,575	172,589	22,014	14.62%
1510 Special Pay (without Retirement)	5,300	9,318	10,574	1,256	13.48%
2110 FICA Taxes (OASDHI)	211,575	264,164	307,788	43,624	16.51%
2120 FICA Taxes (Medicare)	49,595	64,430	75,070	10,640	16.51%
2210 Regular Retirement	27,263	84,211	113,461	29,250	34.73%
2220 High Risk Retirement	816,589	865,083	1,007,315	142,232	16.44%
2310 Health Insurance	623,840	1,171,910	1,325,305	153,395	13.09%
2311 Health Insurance Opt Out	3,035	4,800	4,200	(600)	-12.50%
2320 Life Insurance	6,732	10,826	12,356	1,530	14.13%
2330 Dental Insurance	16,169	28,112	30,894	2,782	9.89%
Total Personnel Services	5,245,109	6,808,886	7,881,064	1,072,178	15.75%
OPERATING EXPENDITURES					
3190 Other Professional Services	67,114	40,650	48,550	7,900	19.43%
3430 Uniform/Laundry Service	2,658	8,000	0	(8,000)	-100.00%
3490 Other Contracted Services	419	26,000	255,000	229,000	880.77%
4010 Local Mileage	0	400	400	0	0%
4011 Bridge Tickets & Passes	15	30	0	(30)	-100.00%
4022 Out of County Travel	8,705	35,987	31,987	(4,000)	-11.12%
4110 Telecommunications	461	300	3,000	2,700	900.00%
4315 Television Cable Services	1,362	2,500	0	(2,500)	-100.00%
4390 All Utility Services	0	0	2,500	2,500	100%
4420 Vehicle Rental	0	300	0	(300)	-100.00%
4450 Other Equipment Rental	0	3,204	0	(3,204)	-100.00%
4490 Rentals & Leases-Short Term	0	0	500	500	100%
4615 Maintenance Materials	0	1,500	0	(1,500)	-100.00%
4620 Vehicle Maintenance	3,932	3,985	0	(3,985)	-100.00%
4630 Equipment Maintenance	2,007	4,920	0	(4,920)	-100.00%
4635 Equipment Repair Parts	1,868	2,410	0	(2,410)	-100.00%
4650 Repairs & Maintenance - Service	0	0	9,535	9,535	100%
4655 Repairs & Maintenance - Parts	0	0	3,685	3,685	100%
4710 Printing, Binding, and Copying	700	4,425	6,925	2,500	56.50%
4810 Promotional Advertising and Expenses	955	3,806	4,806	1,000	26.27%
4970 License, Permit, and Application Fees	82	229	304	75	32.75%
5120 General Office Supplies	1,065	2,000	2,500	500	25.00%
5221 Medical Supplies and Drugs	6,649	9,052	0	(9,052)	-100.00%
5230 Clothing and Wearing Apparel	41,952	62,500	0	(62,500)	-100.00%
5260 Janitorial and other Maint. Supplies	1,872	500	0	(500)	-100.00%
5280 Minor Equipment	59,114	51,002	30,452	(20,550)	-40.29%
5290 Other Supplies	48,092	53,410	140,092	86,682	162.30%
5410 Reference Materials	1,184	1,454	3,800	2,346	161.35%
5420 Memberships	1,666	1,760	2,120	360	20.45%
5530 Educational Expense	0	5,500	7,500	2,000	36.36%
5531 Seminar/Training Reg. Fees	6,764	8,650	17,425	8,775	101.45%
Total Operating Expenses	258,636	334,474	571,081	236,607	70.74%
TOTAL EXPENDITURES	\$ 5,503,745	\$ 7,143,360	\$ 8,452,145	\$ 1,308,785	18.32%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 4240 Operations & Safety

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-
-

Program Function:

Maintains the requirements of the airport's operating certificate issued by the Federal Aviation Administration including compliance with local, state and federal regulations, advisory circulars, and certification alerts. Oversees aircraft gate management, wildlife hazard management, and general safety standards related to aircraft movement areas, ground transportation, parking and various other landside, terminal and airside activities.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>OPERATIONS & SAFETY</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WG5424041200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$1,302,258	\$1,310,911	\$1,389,949	\$79,038	6.03%
1230 Salaries - Part Time Regular	72,722	40,722	124,756	84,034	206.36%
1240 Disaster Pay	5,704	0	0	0	0%
1250 Special Pay (with Retirement)	6,283	7,846	8,951	1,105	14.09%
1310 Pay - Non-permanent labor	15,841	10,000	10,000	0	0%
1410 Overtime (OT1)	15,229	400	481	81	20.28%
1415 Overtime (OT1.5)	72,139	53,969	78,094	24,125	44.70%
1420 Holiday Pay	31,022	35,650	40,011	4,361	12.23%
1425 Holiday Pay 1.5	27,288	14,093	24,986	10,893	77.29%
2110 FICA Taxes (OASDHI)	93,210	90,011	102,535	12,524	13.91%
2120 FICA Taxes (Medicare)	22,073	21,954	25,008	3,054	13.91%
2210 Regular Retirement	140,606	130,260	175,059	44,799	34.39%
2310 Health Insurance	302,910	396,548	427,382	30,834	7.78%
2311 Health Insurance Opt Out	107	1,200	1,200	0	0%
2320 Life Insurance	3,489	5,012	5,730	718	14.33%
2330 Dental Insurance	9,065	11,748	12,618	870	7.41%
Total Personnel Services	2,119,946	2,130,324	2,426,760	296,436	13.92%
OPERATING EXPENDITURES					
3190 Other Professional Services	48,012	90,000	100,000	10,000	11.11%
3460 Data Processing	5	300	0	(300)	-100.00%
3490 Other Contracted Services	24,619	39,137	41,020	1,883	4.81%
4010 Local Mileage	0	100	200	100	100.00%
4011 Bridge Tickets & Passes	9	0	0	0	0%
4022 Out of County Travel	7,717	17,200	24,200	7,000	40.70%
4024 International Travel	0	2,500	0	(2,500)	-100.00%
4110 Telecommunications	1,013	500	250	(250)	-50.00%
4635 Equipment Repair Parts	185	0	0	0	0%
4710 Printing, Binding, and Copying	1,394	500	1,800	1,300	260.00%
4810 Promotional Advertising and Expenses	0	1,250	1,350	100	8.00%
4811 Promotions / Brochures	0	255	500	245	96.08%
5120 General Office Supplies	1,127	4,000	3,850	(150)	-3.75%
5221 Medical Supplies and Drugs	0	450	0	(450)	-100.00%
5230 Clothing and Wearing Apparel	6,070	9,120	0	(9,120)	-100.00%
5250 Food and Food Supplies	131	300	0	(300)	-100.00%
5260 Janitorial and other Maint. Supplies	103	300	0	(300)	-100.00%
5280 Minor Equipment	16,228	7,000	7,275	275	3.93%
5290 Other Supplies	3,254	3,200	21,900	18,700	584.38%
5410 Reference Materials	25	0	0	0	0%
5420 Memberships	1,551	1,525	1,625	100	6.56%
5530 Educational Expense	5,503	5,500	0	(5,500)	-100.00%
5531 Seminars/Training Reg. Fees	3,774	7,245	9,315	2,070	28.57%
Total Operating Expenses	120,720	190,382	213,285	22,903	12.03%
TOTAL EXPENDITURES	\$ 2,240,666	\$ 2,320,706	\$ 2,640,045	\$ 319,339	13.76%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 4238 Airport Rescue Fire Fighting

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Provide twenty-four-hour aircraft fire fighting and rescue services to the Southwest Florida International Airport and Page Field. These services include: structural fire protection; EMT-level medical and rescue; First Alarm response; mutual aid to local fire departments; and hazardous material mutual aid. Continuous training of all ARFF personnel required by FAR 139.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>AIRCRAFT RESCUE & FIREFIGHTERS</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
<u>CLERK WF5423841200</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$504,170	\$311,660	\$336,112	\$24,452	7.85%
1220 Salaries - Full Time High Risk	2,729,476	2,841,247	3,026,817	185,570	6.53%
1410 Overtime (OT1)	203,615	301,911	334,872	32,961	10.92%
1415 Overtime (OT1.5)	118	0	0	0	0%
1420 Holiday Pay	11,725	14,174	15,140	966	6.82%
1510 Special Pay (without Retirement)	0	6,010	6,233	223	3.71%
1520 Incentive Pay	679	0	0	0	0%
2110 FICA Taxes (OASDHI)	205,791	211,227	225,716	14,489	6.86%
2120 FICA Taxes (Medicare)	47,899	51,519	55,053	3,534	6.86%
2210 Regular Retirement	66,166	38,301	48,530	10,229	26.71%
2220 High Risk Retirement	726,456	803,633	823,491	19,858	2.47%
2310 Health Insurance	662,770	693,884	801,155	107,271	15.46%
2320 Life Insurance	7,158	11,134	11,910	776	6.97%
2330 Dental Insurance	15,984	15,511	16,046	535	3.45%
Total Personnel Services	5,182,007	5,300,209	5,701,074	400,865	7.56%
OPERATING EXPENDITURES					
3190 Other Professional Services	5,165	6,425	6,525	100	1.56%
3410 Janitorial Services	1,125	1,350	0	(1,350)	-100.00%
3430 Uniform/Laundry Service	104	250	0	(250)	-100.00%
3490 Other Contracted Services	257	100	1,800	1,700	1700.00%
4011 Bridge Tickets & Passes	2	0	0	0	0%
4022 Out of County Travel	3,399	0	9,190	9,190	100%
4110 Telecommunications	1,892	400	2,940	2,540	635.00%
4211 Freight and Postage	0	150	150	0	0%
4315 Television Cable Services	2,424	2,625	0	(2,625)	-100.00%
4340 Trash and Garbage	1,805	460	0	(460)	-100.00%
4390 All Utility Services	0	0	3,085	3,085	100%
4630 Equipment Maintenance	16,875	13,358	0	(13,358)	-100.00%
4635 Equipment Repair Parts	6,712	3,953	0	(3,953)	-100.00%
4650 Repairs & Maintenance - Service	0	0	10,795	10,795	100%
4655 Repairs & Maintenance - Parts	0	0	3,853	3,853	100%
4710 Printing, Binding, and Copying	416	210	250	40	19.05%
4810 Promotional Advertising and Expenses	0	200	450	250	125.00%
4970 License, Permit, and Application Fees	1,298	1,900	1,350	(550)	-28.95%
5120 General Office Supplies	2,054	2,530	2,530	0	0%
5210 Fuel and Lubricants	9	117	135	18	15.38%
5221 Medical Supplies and Drugs	5,008	3,750	0	(3,750)	-100.00%
5230 Clothing and Wearing Apparel	37,195	32,964	0	(32,964)	-100.00%
5240 Chemicals	21,911	20,970	0	(20,970)	-100.00%
5250 Food and Food Supplies	0	360	0	(360)	-100.00%
5260 Janitorial and other Maint. Supplies	0	500	0	(500)	-100.00%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>AIRCRAFT RESCUE & FIREFIGHTERS</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WF5423841200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
5280 Minor Equipment	9,132	4,333	4,035	(298)	-6.88%
5290 Other Supplies	637	718	52,675	51,957	7236.35%
5410 Reference Materials	136	855	595	(260)	-30.41%
5420 Memberships	3,545	4,663	4,360	(303)	-6.50%
5530 Educational Expense	0	0	5,000	5,000	100%
5531 Seminars/Training Reg. Fees	25,260	19,500	27,850	8,350	42.82%
Total Operating Expenses	146,361	122,641	137,568	14,927	12.17%
TOTAL EXPENDITURES	\$ 5,328,368	\$ 5,422,850	\$ 5,838,642	\$ 415,792	7.67%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 4200 Aviation

Organizational Category:

- Executive
- Administration
- Aviation
- Development

Program Function:

Oversee all aspects of the Port Authority's Aviation Departments, including budgetary, maintenance, standard operating practices, community involvement and daily operations. Provide coordination and advise to the Executive Director regarding airport tenant, customer, and Port Authority issues at both Southwest Florida International Airport and Page Field General Aviation Airport, including public complaints, airside operations, airport security, physical plant condition, and safety.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>AVIATION</u>		FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK WM5420041200		ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES						
1210	Salaries - Base Salary	\$395,751	\$375,937	\$419,785	\$43,848	11.66%
1420	Holiday Pay	16,309	15,499	17,536	2,037	13.15%
2110	FICA Taxes (OASDHI)	20,791	24,073	26,895	2,822	11.72%
2120	FICA Taxes (Medicare)	5,957	5,872	6,560	688	11.72%
2210	Regular Retirement	69,958	67,330	79,920	12,590	18.70%
2310	Health Insurance	57,780	60,590	59,588	(1,002)	-1.65%
2320	Life Insurance	1,396	1,804	2,003	199	11.04%
2330	Dental Insurance	888	1,259	1,305	46	3.68%
Total Personnel Services		<u>568,830</u>	<u>552,363</u>	<u>613,592</u>	<u>61,229</u>	<u>11.09%</u>
OPERATING EXPENDITURES						
4022	Out of County Travel	4,030	5,700	10,900	5,200	91.23%
4710	Printing, Binding, and Copying	0	0	60	60	100%
4810	Promotional Advertising and Expenses	28,658	29,250	28,000	(1,250)	-4.27%
5120	General Office Supplies	967	400	400	0	0%
5410	Reference Materials	113	0	0	0	0%
5420	Memberships	770	620	310	(310)	-50.00%
5531	Seminars/Training Reg. Fees	4,425	2,285	3,070	785	34.35%
Total Operating Expenses		<u>38,963</u>	<u>38,255</u>	<u>42,740</u>	<u>4,485</u>	<u>11.72%</u>
TOTAL EXPENDITURES		<u><u>\$607,793</u></u>	<u><u>\$ 590,618</u></u>	<u><u>\$ 656,332</u></u>	<u><u>\$ 65,714</u></u>	<u><u>11.13%</u></u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41200 Airport Operating

Department: 4201 Aviation Security & Technology

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

The Aviation Security & Technology Department (AS&T) is responsible for administering the Lee County Port Authority's Airport Security Program (ASP) for RSW, as required by the Transportation Security Administration. Additionally, the AS&T department is charged with:

Acting as the liaison between the Lee County Port Authority and the Transportation Security Administration (TSA) to administratively manage those matters affecting airport security to include ASP compliance, security threat analysis and mitigation, and promoting airport stakeholder participation in all security related requirements and objectives.

Managing the Airport Communications Center (AirComm) to provide normal and emergency operational support and coordination to Airport Police, Airport Operations, LCPA Maintenance, TSA, FAA, Airlines and Tenants at RSW.

Managing the Airport's ID Office to conduct airport employee credentialing through coordination with authorized signers that includes biometric and biographic vetting of each applicant. The ID Office is also responsible for providing the required training as the means to obtain credentials once clearance authorization is obtained from the federal government

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

<u>AVIATION SECURITY & TECHNOLOGY</u>	FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
<u>CLERK WN5420141200</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$813,794	\$769,363	\$886,508	\$117,145	15.23%
1230 Salaries - Part Time Regular	26,102	38,788	42,062	3,274	8.44%
1240 Disaster Pay	3,556	0	0	0	0%
1250 Special Pay (with Retirement)	6,347	5,502	6,237	735	13.37%
1410 Overtime (OT1)	9,521	430	2,552	2,122	493.38%
1415 Overtime (OT1.5)	73,214	76,697	90,708	14,012	18.27%
1420 Holiday Pay	14,820	11,829	13,297	1,468	12.41%
1425 Holiday Pay 1.5	21,785	26,250	30,862	4,612	17.57%
2110 FICA Taxes (OASDHI)	58,357	57,125	65,942	8,817	15.44%
2120 FICA Taxes (Medicare)	13,648	13,933	16,083	2,150	15.43%
2210 Regular Retirement	89,942	100,726	98,802	(1,924)	-1.91%
2220 High Risk Retirement	0	0	33,692	33,692	100%
2310 Health Insurance	251,970	290,474	339,660	49,186	16.93%
2320 Life Insurance	2,008	2,766	3,156	390	14.10%
2330 Dental Insurance	7,289	7,134	7,993	859	12.04%
Total Personnel Services	1,392,353	1,401,016	1,637,555	236,539	16.88%
OPERATING EXPENDITURES					
3490 Other Contracted Services	43,330	75,000	75,000	0	0%
4010 Local Mileage		100	100	0	0%
4022 Out of County Travel	4,610	950	10,950	10,000	1052.63%
4110 Telecommunications	72,989	77,400	95,000	17,600	22.74%
4630 Equipment Maintenance	3,605	7,000	0	(7,000)	-100.00%
4635 Equipment Repair Parts	5,648	6,048	0	(6,048)	-100.00%
4650 Repairs & Maintenance - Service	0	0	7,500	7,500	100%
4655 Repairs & Maintenance - Parts	0	0	8,245	8,245	100%
4710 Printing, Binding, and Copying	0	200	200	0	0%
4970 License, Permit, and Application Fees	38	0	150	150	100%
5120 General Office Supplies	742	1,000	1,000	0	0%
5221 Medical Supplies and Drugs	0	46	0	(46)	-100.00%
5230 Clothing and Wearing Apparel	1,278	1,500	0	(1,500)	-100.00%
5260 Janitorial and other Maint. Supplies	196	300	0	(300)	-100.00%
5280 Minor Equipment	343	1,500	1,000	(500)	-33.33%
5290 Other Supplies	12,807	13,260	15,800	2,540	19.16%
5410 Reference Materials	30	30	40	10	33.33%
5420 Memberships	281	282	335	53	18.79%
5530 Educational Expense	3,001	1,500	0	(1,500)	-100.00%
5531 Seminar/Training Reg. Fees	3,895	1,850	5,250	3,400	183.78%
Total Operating Expenses	152,793	187,966	220,570	32,604	17.35%
TOTAL EXPENDITURES	\$ 1,545,146	\$ 1,588,982	\$ 1,858,125	\$ 269,143	16.94%

LEE COUNTY PORT AUTHORITY
Summary Cover Sheet - Other Funds
Fiscal Year 2021 - 2022

Fund 41201 - Self Insurance Fund

This fund was established to maintain money to cover the deductibles on the Airports' liability insurance policies and to maintain stability of costs during periods of price instability.

Fund 41206 – LCPA Donation Police K-9

This fund was established by a donation of approximately \$300,000 to benefit the Canine Detection Program and will be used to cover operating and equipment necessary to support the program.

Fund 41209 – Grant Capital Repayment Fund

This fund was established to segregate the sale of Airport property sold at fair market value and previously acquired with federal financial assistance. This is in accordance with FAA Order 5190.6B. The funds are to be utilized for Airport construction.

Fund 41210 – Reserve and Replacement Fund

This fund was established pursuant to the Amended and Restated Airline Use Agreement effective October 1, 1998. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41231 – LCPA Discretionary Fund (Capital)

This fund was established to account for RSW construction projects, land acquisitions and all related funding sources. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41234 – RSW Construction (Capital)

This fund was established to account for future RSW construction projects and all related funding sources. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41238 – Page Field Construction Fund (Capital)

This fund was established to account for all FMY construction projects, land acquisitions and all related funding sources. Investment Income earned within this fund will remain within this fund.

Fund 41250 – Passenger Facility Charge

On August 31, 1992 the Lee County Port Authority was granted permission from the FAA to impose a Passenger Facility Charge of \$3.00 per enplanement at Southwest Florida International Airport. Effective November 1, 2003 the PFC collection level was increased to \$4.50. These funds may only be used on approved projects as determined by the Federal Aviation Administration. The revenues in this fund are transferred to pay debt service on the Bank of America (BOA) PFC Loan 2010 fund 41274, and all remaining revenues are transferred to the PFC Capital Fund (41251). Since the closing of fund 41274, all revenues are transferred to the PFC Capital Fund (41251).

Fund 41251 – PFC Capital Fund (Capital)

This fund is required by the PFC Revenue and Refunding Bonds, Series 1998 Bond resolution to account for PFC's received in excess of debt service. These funds may be used on approved projects as determined by the Federal Aviation Administration. Interest earned on this fund remains in this fund.

Fund 41255 – Customer Facility Charge

This fund was originally established to account for a \$1.00 per day charge applicable to all airport rental car contracts. The funds collected are transferred to Fund 41200 at the end of each fiscal year. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating). The total approved amount of \$36.8 million to be collected was achieved in fiscal year 2015. In fiscal year 2020 this fund will be reintroduced to fund the future Rental Car Service Facility Relocation project.

Fund 41262 – Revolving Credit Facility

This fund was established to meet the debt service requirements of the \$50,000,000 revolving credit facility. Interest payments are due on a monthly basis. The principle is due before the expiration of the credit facility in 2024.

Fund 41271 – Debt Service Reserve Requirements

This fund was established to account for the Airport's 2000 Series A, 2002 Refunding Bonds, and 2005 Revenue Refunding Bonds. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating). Interest earned in excess of the arbitrage limit is transferred to the fund 41290 (Rebate Fund).

Fund 41273 – Revenue Refunding Bonds – 2010

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2010. Proceeds were used to partially refund the outstanding Airport Debt Service Fund 2000 A. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41275 – Revenue Refunding Bonds – 2011

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2011. Proceeds were used to refund the outstanding Airport Debt Service Fund 2000 A. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41276 – Revenue Refunding Bonds - 2015

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2015. Proceeds were used to refund the outstanding fund 41272 - Revenue Refunding Bonds Series 2005. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41277 – Revenue Refunding Bonds - 2021

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2021. Proceeds were used to refund the outstanding fund 41275 - Revenue Refunding Bonds Series 2011. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41278 – PFC Pledged Bonds - 2021

This fund was established to meet the debt service requirements of the Passenger Facility Charge Revenue and Refunding Bonds Series 2021. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1.

Fund 41290 – Arbitrage Rebate Fund

This fund was established to collect any excess interest earned by the Investment Bonds which was over the arbitrage limit. This is per I.R.S. requirements.

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2021 - 2022

Organization:

Fund: 41203 Page Field

Departments: 4262 Page Field Operating

Organizational Category:

- Executive
- Administration
- Aviation
- Development

Program Function:

Oversee all aspects of Page Field. Includes: general aviation activities, fueling and customer service, maintenance of airfield, landside, and structures, maintaining revenue and expense budgets. Maintain compliance with governmental agencies for the operation of the airport. Provide communication between airport users, the community and the staff.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET FUND 41203
FISCAL YEAR 2021/2022**

PAGE FIELD OPERATING FUND 41203 SUMMARY	FY 19/20 ACTUALS	FY 20/21 AMENDED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
<u>Revenues</u>					
Page Field Operating	\$10,152,327	\$10,684,268	\$13,156,087	\$ 2,471,819	23.14%
Page Field Non-Departmental	0	750,000	750,000	0	0.00%
Interfund Transfers	0	2,500,000	2,500,000	0	0.00%
Fund Balance	2,006,748	5,662,878	5,653,557	(9,321)	-0.16%
Total Revenues	<u>\$ 12,159,075</u>	<u>\$ 19,597,146</u>	<u>\$ 22,059,644</u>	<u>\$ 2,462,498</u>	<u>12.57%</u>
<u>Expenses</u>					
Page Field Operating	9,414,464	10,272,486	12,766,876	2,494,390	24.28%
Page Field Non-Departmental	50,857	755,073	755,073	0	0.00%
Interfund Transfers	0	3,750,000	3,750,000	0	0.00%
Reserves	2,693,754	4,819,587	4,787,695	(31,892)	-0.66%
Total Expenses	<u>\$ 12,159,075</u>	<u>\$ 19,597,146</u>	<u>\$ 22,059,644</u>	<u>\$ 2,462,498</u>	<u>12.57%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41203
FISCAL YEAR 2021/2022**

PAGE FIELD REVENUES		FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
CLERK UH5120041203		ACTUALS	AMENDED	PROPOSED	Over	Over
			BUDGET	BUDGET	(Under)	(Under)
9002	Rental Car Fees	\$ 204,230	\$ 204,154	\$ 120,000	\$ (84,154)	-41.22%
9010	Provider Permit Fees	2,350	2,100	2,100	0	0.00%
9011	Advertising	5,750	1,500	1,500	0	0.00%
9019	Space Rent Commercial	6,000	6,000	9,900	3,900	65.00%
9021	Land Rent Commercial	1,068,091	1,231,581	1,354,499	122,918	9.98%
9023	Utility Income	784	794	0	(794)	0.00%
9028	Hangar Rentals	1,260,502	1,274,367	1,324,723	50,356	3.95%
9029	Privilege Fees	995	0	995	995	100.00%
9030	Building Rental	969,485	937,148	1,006,895	69,747	7.44%
9033	Misc Landing Fees	13,124	13,068	13,937	869	6.65%
9037	Ramp User Fee	134,030	106,502	134,030	27,528	25.85%
9039	Aircraft Towing Fee	1,750	0	500	500	100.00%
9040	Potable Water Service	210	0	250	250	100.00%
9042	Misc Revenue	466	2,591	2,050	(541)	-20.88%
9044	Misc Revenue - Adm	300	200	783	583	291.50%
9046	Hangar Re-key Fee	625	0	500	500	100.00%
9050	Late Fees	0	974	750	(224)	-23.00%
9054	Jet A Fuel Sales	4,645,152	4,955,293	6,456,117	1,500,824	30.29%
9055	Pilot Supplies	28,466	43,631	31,500	(12,131)	-27.80%
9056	Aviation Center Concessions	2,956	3,715	3,710	(5)	-0.13%
9059	Aviation Oil Sales	6,565	8,014	6,700	(1,314)	-16.40%
9061	Av Gas Fuel Sales	1,238,093	1,443,520	1,723,999	280,479	19.43%
9062	Fuel Additives	34,775	32,309	38,421	6,112	18.92%
9063	Tie Down Fees	151,370	89,024	152,380	63,356	71.17%
9064	Fuel Flowage Fees	0	9,000	9,000	0	0.00%
9066	After Hour Fees	10,200	3,915	3,915	0	0.00%
9067	Self Serve Fuel	284,545	281,507	511,083	229,576	81.55%
9069	Self Service Maint Fac Fee	0	50	50	0	0.00%
9071	Building Service Fee	1,500	976	750	(226)	-23.16%
9072	Ready Return Space Charge	2,400	3,900	2,400	(1,500)	-38.46%
9073	Lavatory Service Fee	12,440	10,840	10,918	78	0.72%
9074	Ground Power Unit (GPU) Fee	7,785	995	8,000	7,005	704.02%
9075	Facility Use Fee	50	0	1,000	1,000	100.00%
9000	Insurance Proceeds	28,461	0	0	0	0.00%
9000	Discounts Taken	178	0	0	0	0.00%
9000	Interest on Investments	27,355	16,600	7,732	(8,868)	-53.42%
9000	CARES Funding	0	0	215,000	215,000	100.00%
9000	Hurricane Irma Reimbursement	1,344	0	0	0	0.00%
SUBTOTAL		\$ 10,152,327	\$ 10,684,268	\$ 13,156,087	2,471,819	23.14%
PAGE FIELD NON-DEPARTMENTAL REVENUES CLERK UG5120041203		FY 19/20	FY 20/21	FY 21/22	VARIANCE	PERCENT
		ACTUALS	AMENDED	PROPOSED	Over	Over
			BUDGET	BUDGET	(Under)	(Under)
900811	State Grant - Runway Rehabilitation	0	750,000	750,000	0	0.00%
SUBTOTAL		0	750,000	750,000	0	0.00%
FUND BALANCE		2,006,748	5,662,878	5,653,557	(9,321)	-0.16%
INTERFUND TRANSFER		0	2,500,000	2,500,000	0	0.00%
TOTAL REVENUES		\$ 12,159,075	\$ 19,597,146	\$ 22,059,644	\$ 2,462,498	12.57%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

PAGE FIELD EXPENDITURES	FY 19/20 ACTUALS	FY 20/21 AMENDED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CLERK UH5120041203					
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	1,777,612	1,667,711	1,833,487	165,776	9.94%
1220 Salaries - Full Time High Risk	421,623	367,596	423,866	56,270	15.31%
1230 Salaries - Part Time Regular	4,426	46,576	53,604	7,028	15.09%
1240 Disaster Pay	8,094	0	0	0	0.00%
1250 Special Pay (with Retirement)	1,131	0	0	0	0.00%
1310 Pay - Non-permanent labor	2,961	10,000	10,000	0	0.00%
1410 Overtime (OT1)	8,487	8,538	8,612	74	0.87%
1415 Overtime (OT1.5)	32,064	60,182	62,549	2,367	3.93%
1420 Holiday Pay	49,848	45,481	50,431	4,950	10.88%
1425 Holiday Pay 1.5	21,958	22,772	24,073	1,301	5.71%
2110 FICA Taxes (OASDHI)	146,665	136,460	155,732	19,272	14.12%
2120 FICA Taxes (Medicare)	35,068	33,283	37,983	4,700	14.12%
2210 Regular Retirement	168,820	161,040	216,167	55,127	34.23%
2220 High Risk Retirement	118,541	109,518	121,546	12,028	10.98%
2310 Health Insurance	610,093	674,823	834,686	159,863	23.69%
2311 Health Insurance Opt Out	607	0	0	0	0.00%
2320 Life Insurance	5,670	5,956	6,758	802	13.46%
2330 Dental Insurance	16,805	17,560	19,243	1,683	9.58%
2350 Disability	20,267	20,886	20,468	(418)	-2.00%
Total Personnel Services	3,450,740	3,388,382	3,879,204	490,822	14.49%
OPERATING EXPENDITURES					
3130 Financial Services	152,387	156,041	165,589	9,548	6.12%
3150 Appraisal Services	1,400	0	7,500	7,500	100.00%
3190 Other Professional Services	55,719	123,225	106,640	(16,585)	-13.46%
3410 Janitorial Services	169,252	155,920	0	(155,920)	0.00%
3430 Uniform/Laundry Service	5,763	6,460	0	(6,460)	0.00%
3460 Data Processing	43,729	49,360	71,075	21,715	43.99%
3490 Other Contracted Services	354,919	352,661	692,132	339,471	96.26%
4010 Local Mileage	2,820	2,200	2,200	0	0.00%
4022 Out of County Travel	10,457	12,010	25,790	13,780	114.74%
4110 Telecommunications	61,482	60,011	83,040	23,029	38.37%
4211 Freight and Postage	2,074	125	375	250	200.00%
4310 Electric	268,553	306,133	0	(306,133)	0.00%
4315 Television Cable Services	1,788	1,752	0	(1,752)	0.00%
4330 Water and Sewer	39,075	35,140	0	(35,140)	0.00%
4340 Trash and Garbage	25,021	20,446	0	(20,446)	0.00%
4390 All Utility Services	0	0	400,149	400,149	100.00%
4421 Vehicle Lease	36,694	26,270	0	(26,270)	0.00%
4430 Office Equipment Rental	10,913	10,975	0	(10,975)	0.00%
4450 Other Equipment Rental	1,375	2,100	0	(2,100)	0.00%
4490 Rentals & Leases - Short Term	0	0	2,100	2,100	100.00%
4491 Rentals & Leases - Long Term	0	0	46,126	46,126	100.00%
4520 Insurance and Bonds	91,729	107,072	113,087	6,015	5.62%
4610 Building Maintenance	91,889	126,350	0	(126,350)	0.00%
4615 Maintenance Materials	30,602	39,524	0	(39,524)	0.00%
4620 Vehicle Maintenance	29,701	20,760	0	(20,760)	0.00%
4630 Equipment Maintenance	48,613	56,619	0	(56,619)	0.00%
4635 Equipment Repair Parts	92,049	83,745	0	(83,745)	0.00%
4650 Repairs & Maintenance - Service	1,129	90,000	179,411	89,411	99.35%
4655 Repairs & Maintenance - Parts	185	0	129,923	129,923	100.00%
4663 Horticultural	7,794	5,410	0	(5,410)	0.00%
4710 Printing, Binding, and Copying	5,059	5,133	5,062	(71)	-1.38%
4810 Promotional Advertising and Expenses	17,275	10,926	14,650	3,724	34.08%
4811 Promotions / Brochures	37,437	28,482	55,362	26,880	94.38%
4955 Solid Waste Assessment	11,730	11,976	13,110	1,134	9.47%
4970 License, Permit, and Application Fees	1,343	2,177	1,280	(897)	-41.20%
4972 Misc Fines	25	0	0	0	0.00%
5120 General Office Supplies	4,611	6,450	6,450	0	0.00%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

PAGE FIELD EXPENDITURES	FY 19/20 ACTUALS	FY 20/21 AMENDED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CLERK UH5120041203					
5210 Fuel and Lubricants	30,695	43,645	45,943	2,298	5.27%
5221 Medical Supplies and Drugs	746	1,050	0	(1,050)	0.00%
5230 Clothing and Wearing Apparel	19,763	20,870	0	(20,870)	0.00%
5240 Chemicals	8,741	10,550	0	(10,550)	0.00%
5250 Food and Food Supplies	18,400	31,345	0	(31,345)	0.00%
5260 Janitorial and other Maint. Supplies	13,135	8,400	0	(8,400)	0.00%
5265 Inventory Purchases	3,858,819	4,457,978	6,088,417	1,630,439	36.57%
5280 Minor Equipment	58,598	21,874	33,944	12,070	55.18%
5290 Other Supplies	8,847	9,150	93,070	83,920	917.16%
5310 Asphalt and Coldmix	2,673	0	0	0	0.00%
5340 Cement and Concrete	653	0	0	0	0.00%
5360 Sign Material	3,562	6,150	0	(6,150)	0.00%
5390 Road Materials	11,649	6,160	14,060	7,900	128.25%
5410 Reference Materials	15,560	15,308	16,388	1,080	7.06%
5420 Memberships	5,035	5,120	5,920	800	15.63%
5530 Educational Expense	0	1,200	3,357	2,157	179.75%
5531 Seminar/Training Reg Fees	6,140	9,620	22,690	13,070	135.86%
Total Operating Expenses	<u>5,777,608</u>	<u>6,563,873</u>	<u>8,444,840</u>	<u>1,880,967</u>	<u>28.66%</u>
CAPITAL OUTLAY					
6410 Furniture and Equipment	139,906	320,231	409,564	89,333	27.90%
6430 Vehicle and Rolling Stock	0	0	33,268	33,268	100.00%
6540 Improvement Construction	46,210	0	0	0	0.00%
Total Capital Outlay	<u>186,116</u>	<u>320,231</u>	<u>442,832</u>	<u>122,601</u>	<u>38.29%</u>
TOTAL EXPENDITURES	<u>\$ 9,414,464</u>	<u>\$ 10,272,486</u>	<u>\$ 12,766,876</u>	<u>\$ 2,494,390</u>	<u>24.28%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

PAGE FIELD NON-DEPARTMENTAL CLERK UG5120041203	FY 19/20 ACTUALS	FY 20/21 AMENDED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
OPERATING EXPENDITURES					
3140 Architect & Engineering Services	19,865	58,246	57,889	(357)	-0.61%
3190 Other Professional Services	30,892	61,589	62,587	998	1.62%
3490 Other Contracted Services	0	52,558	51,897	(661)	-1.26%
4970 License, Permit, and Application Fees	100	0	0	0	0.00%
Total Operating Expenses	<u>50,857</u>	<u>172,393</u>	<u>172,373</u>	<u>(20)</u>	<u>-0.01%</u>
CAPITAL OUTLAY					
6410 Furniture and Equipment	0	78,589	79,587	998	1.27%
6510 Professional Services	0	312,504	312,404	(100)	-0.03%
6540 Improvement Construction	0	191,587	190,709	(878)	-0.46%
Total Capital Outlay	<u>0</u>	<u>582,680</u>	<u>582,700</u>	<u>20</u>	<u>0.00%</u>
TOTAL EXPENDITURES	<u>50,857</u>	<u>755,073</u>	<u>755,073</u>	<u>0</u>	<u>0.00%</u>
TRANSFERS AND RESERVES					
9110 Interfund Transfers	0	3,750,000	3,750,000	0	0.00%
9940 Reserves for Cash Balance	2,693,754	4,819,587	4,787,695	(31,892)	-0.66%
Total Transfers and Reserves	<u>2,693,754</u>	<u>8,569,587</u>	<u>8,537,695</u>	<u>(31,892)</u>	<u>-0.37%</u>
TOTAL PAGE FIELD EXPENDITURES	<u>\$ 12,159,075</u>	<u>\$ 19,597,146</u>	<u>\$ 22,059,644</u>	<u>\$ 2,462,498</u>	<u>12.57%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41262
 FISCAL YEAR 2021/2022

REVOLVING CREDIT FACILITY CLERK GE5919041262	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$ -	\$ 7,421	\$ 6,578	\$ (843)	-11.36%
381000-0000 Interfund Transfer	63,965	12,896,266	14,250,758	1,354,492	10.50%
TOTAL REVENUES	\$ 63,965	\$ 12,903,687	\$ 14,257,336	\$ 1,353,649	10.49%
APPROPRIATIONS					
7110 Principal	0	11,896,266	13,598,741	1,702,475	100.00%
7210 Interest Payment	5,041	1,000,000	503,975	(496,025)	-49.60%
7310 Debt Service Costs	58,924	0	148,042	148,042	100.00%
8156-9110 Interfund Transfer	0	7,421	6,578	(843)	100.00%
TOTAL APPROPRIATIONS	\$ 63,965	\$ 12,903,687	\$ 14,257,336	\$ 1,353,649	10.49%

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41271
 FISCAL YEAR 2021/2022

DEBT SERVICE RESERVES CLERK GC5890141271	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$ 299,885	\$ 459,736	\$ 123,184	\$(336,552)	-73.21%
421000-0000 Fund Balance	25,227,979	25,919,455	25,798,874	(120,581)	-0.47%
TOTAL REVENUES	<u>\$ 25,527,864</u>	<u>\$ 26,379,191</u>	<u>\$ 25,922,058</u>	<u>(\$457,133)</u>	<u>-1.73%</u>
APPROPRIATIONS					
9110 Interfund Transfer	299,885	579,676	123,184	(456,492)	-78.75%
9940 Reserves for Cash Balance	25,227,979	25,799,515	25,798,874	(641)	0.00%
TOTAL APPROPRIATIONS	<u>\$ 25,527,864</u>	<u>\$ 26,379,191</u>	<u>\$ 25,922,058</u>	<u>(\$457,133)</u>	<u>-1.73%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41273
 FISCAL YEAR 2021/2022

REVENUE REFUNDING BONDS SERIES 2010 GE5429041273	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$ 45,310	\$ 78,140	\$ 30,219	\$ (47,921)	-61.33%
381000-0000 Interfund Transfer	22,041,738	4,402,660	23,103,650	18,700,990	424.77%
TOTAL REVENUES	<u>\$ 22,087,048</u>	<u>\$ 4,480,800</u>	<u>\$ 23,133,869</u>	<u>\$ 18,653,069</u>	<u>416.29%</u>
APPROPRIATIONS					
7110 Principal	19,665,000	3,580,000	22,460,000	18,880,000	527.37%
7210 Interest	1,745,585	822,000	643,000	(179,000)	-21.78%
7310 Other Debt Service Costs	845	660	650	(10)	-1.52%
9110 Interfund Transfer	0	78,140	30,219	(47,921)	-61.33%
9940 Reserves	675,618	0	0	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 22,087,048</u>	<u>\$ 4,480,800</u>	<u>\$ 23,133,869</u>	<u>\$ 18,653,069</u>	<u>416.29%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41275
 FISCAL YEAR 2021/2022

REVENUE REFUNDING BONDS SERIES 2011 GE5429041275	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$ 22,486	\$ 36,692	\$ -	(\$36,692)	-100.00%
381000-0000 Interfund Transfer	9,489,475	9,515,664	0	(9,515,664)	-100.00%
TOTAL REVENUES	<u>\$ 9,511,961</u>	<u>\$9,552,356</u>	<u>\$ -</u>	<u>(\$9,552,356)</u>	<u>-100.00%</u>
APPROPRIATIONS					
7110 Principal	235,000	255,000	0	(255,000)	-100.00%
7210 Interest	9,270,094	9,260,294	0	(9,260,294)	-100.00%
7310 Other Debt Service Costs	345	370	0	(370)	-100.00%
9110 Interfund Transfer		36,692	0	(36,692)	-100.00%
9940 Reserves	6,522	0	0	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 9,511,961</u>	<u>\$9,552,356</u>	<u>\$ -</u>	<u>(\$9,552,356)</u>	<u>-100.00%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41276
FISCAL YEAR 2021/2022**

REVENUE REFUNDING BONDS SERIES 2015 CLERK GE5429041276	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-9000 Interest on Investment	\$ 3,877	\$ 6,312	\$ 5,326	\$ (986)	-15.62%
381000-9412 Interfund Transfer	1,667,182	1,671,980	1,671,975	(5)	0.00%
421000-0000 Fund Balance	690	143,583	144,589	1,006	0.70%
TOTAL REVENUES	<u>\$ 1,671,749</u>	<u>\$ 1,821,875</u>	<u>\$ 1,821,890</u>	<u>\$ 15</u>	<u>0.00%</u>
APPROPRIATIONS					
7210 Interest Payment	1,671,250	1,671,250	1,671,250	0	0.00%
7310 Debt Service Costs	403	730	725	(5)	-0.68%
9110 Interfund Transfer	0	6,312	5,326	(986)	-15.62%
9940 Reserves for Cash Balance	96	143,583	144,589	1,006	0.70%
TOTAL APPROPRIATIONS	<u>\$ 1,671,749</u>	<u>\$ 1,821,875</u>	<u>\$ 1,821,890</u>	<u>\$ 15</u>	<u>0.00%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41277
 FISCAL YEAR 2021/2022

REVENUE REFUNDING BONDS SERIES 2021A CLERK GE5429041277	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-9000 Interest on Investment	\$ -	\$ -	\$ 49,987	\$ 49,987	100.00%
381000-9412 Interfund Transfer	0	0	7,141,975	7,141,975	100.00%
TOTAL REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,191,962</u>	<u>\$ 7,191,962</u>	<u>100.00%</u>
APPROPRIATIONS					
7210 Interest Payment	0	0	7,141,500	7,141,500	100.00%
7310 Debt Service Costs	0	0	475	475	100.00%
9110 Interfund Transfer	0	0	49,987	49,987	100.00%
TOTAL APPROPRIATIONS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,191,962</u>	<u>\$ 7,191,962</u>	<u>100.00%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41290
 FISCAL YEAR 2021/2022

ARBITRAGE REBATE FUND CLERK GC5890241290	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$0	\$ 98	\$ 101	\$ 3	3.06%
381000-0000 Interfund Transfer	0	10,000	10,000	0	0.00%
TOTAL REVENUES	\$ -	\$ 10,098	\$ 10,101	\$ 3	0.03%
APPROPRIATIONS					
4983 Arbitrage Rebates	0	10,000	10,000	0	0.00%
9940 Reserves for Cash Balance	0	98	101	3	3.06%
TOTAL APPROPRIATIONS	\$ -	\$ 10,098	\$ 10,101	\$ 3	0.03%

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41201
 FISCAL YEAR 2021/2022

SELF INSURANCE FUND CLERK GC5890141201	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 2,248	\$ 3,908	\$ 910	\$ (2,998)	-76.71%
421000-0000 Fund Balance	200,140	200,000	200,000	0	0.00%
TOTAL REVENUES	<u>\$ 202,388</u>	<u>\$ 203,908</u>	<u>\$ 200,910</u>	<u>\$ (2,998)</u>	<u>-1.47%</u>
APPROPRIATIONS					
9110 Interfund Transfer	2,248	3,908	910	(2,998)	-76.71%
9940 Reserves	200,140	200,000	200,000	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 202,388</u>	<u>\$ 203,908</u>	<u>\$ 200,910</u>	<u>\$ (2,998)</u>	<u>-1.47%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41206
FISCAL YEAR 2021/2022**

PA DONATION POLICE K9 CLERK PD5420141206	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 776	\$ 932	\$ 210	\$ (722)	-77.47%
421000-0000 Fund Balance	59,569	59,305	60,409	1,104	1.86%
TOTAL REVENUES	<u>\$ 60,345</u>	<u>\$ 60,237</u>	<u>\$ 60,619</u>	<u>\$ 382</u>	<u>0.63%</u>
APPROPRIATIONS					
6410 Furniture & Equipment	0	40,230	10,968	(29,262)	-72.74%
6430 Vehicles Rolling Stock	0	20,007	49,651	29,644	148.17%
9901 Reserves	60,345	0	0	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 60,345</u>	<u>\$ 60,237</u>	<u>\$ 60,619</u>	<u>\$ 382</u>	<u>0.63%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41209
 FISCAL YEAR 2021/2022

PA GRANT ACQ CAPITAL REPAYMENT CLERK WN5422841209	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 26,543	\$ 15	\$ 17	\$ 2	13.33%
344100-9042 Misc Revenue	0	0	0	0	100.00%
421000-0000 Fund Balance	178,993	325	327	2	0.62%
TOTAL REVENUES	<u>\$ 205,536</u>	<u>\$ 340</u>	<u>\$ 344</u>	<u>\$ 4</u>	<u>1.18%</u>
APPROPRIATIONS					
9110 Interfund Transfer	205,536	340	344	4	1.18%
TOTAL APPROPRIATIONS	<u>\$ 205,536</u>	<u>\$ 340</u>	<u>\$ 344</u>	<u>\$ 4</u>	<u>1.18%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41210
 FISCAL YEAR 2021/2022

RESERVE & REPLACEMENT FUND CLERK GC5810141210	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 5,616	\$ 4,468	\$ 2,273	\$ (2,195)	-49.13%
421000-0000 Fund Balance	\$500,000	500,000	500,000	0	0.00%
TOTAL REVENUES	<u>\$ 505,616</u>	<u>\$ 504,468</u>	<u>\$ 502,273</u>	<u>\$ (2,195)</u>	<u>-0.44%</u>
APPROPRIATIONS					
9110 Interfund Transfers	5,616	254,468	252,273	(2,195)	-0.86%
9940 Reserves	500,000	250,000	250,000	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 505,616</u>	<u>\$ 504,468</u>	<u>\$ 502,273</u>	<u>\$ (2,195)</u>	<u>-0.44%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41231
 FISCAL YEAR 2021/2022

LCPA DISCRETIONARY FUND CLERK VB5131541231	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 533,018	\$ 955,343	\$ 160,813	\$ (794,530)	-83.17%
334410-0000 State Grant	0	1,000,000	1,000,000	0	0.00%
334410-0000 CARES Funding	0	8,970,400	0	(8,970,400)	100.00%
334410-0001 Federal Grant	0	2,000,000	2,000,000	0	0.00%
369900-90202 JAG Program	21,950	0	0	0	0.00%
389400-900015 FAC Grant - Interns	9,272	4,000	4,000	0	0.00%
344100.9042 Misc Revenue Airport	13,143	0	0	0	0.00%
381000-9412 Interfund Transfer	12,856,762	11,835,000	14,950,000	3,115,000	26.32%
421000-0000 Fund Balance	46,184,005	26,630,705	33,493,876	6,863,171	25.77%
TOTAL REVENUES	\$ 59,618,150	\$ 51,395,448	\$ 51,608,689	\$ 213,241	0.41%
APPROPRIATIONS					
3130 Financial Services	253,069	55,000	70,000	15,000	27.27%
3140 Architect and Engin. Serv	72,937	32,500	25,000	(7,500)	-23.08%
3190 Other Professional Services	0	305,000	285,000	(20,000)	-6.56%
3460 Data Processing	1,050	295,000	255,000	(40,000)	-13.56%
3490 Other Contracted Services	62,325	307,000	290,000	(17,000)	-5.54%
4810 Promotional Advertising and Expenses	172,714	2,150,000	1,600,000	(550,000)	-25.58%
5280 Minor Equipment	7,733	4,000	10,000	6,000	150.00%
6310 Improvements Other Than Buildings	0	465,000	425,000	(40,000)	-8.60%
6410 Furniture Equipment	136,927	205,000	202,500	(2,500)	-1.22%
6430 Vehicles Rolling Stock	0	0	1,544,736	1,544,736	100.00%
6510 Professional Svcs	0	950,295	817,898	(132,397)	-13.93%
6540 Improvement Construction	0	735,598	705,698	(29,900)	-4.06%
6542 Miscellaneous Expense	0	79,585	71,548	(8,037)	-10.10%
7130 Lease Purchase Principle	379,599	0	0	0	0.00%
7230 Lease Purchase Interest	4,235	0	0	0	0.00%
9110 Interfund Transfer	772,376	17,855,343	15,060,813	(2,794,530)	-15.65%
9940 Reserves for Cash Balance	57,755,185	27,956,127	30,245,496	2,289,369	8.19%
TOTAL APPROPRIATIONS	\$ 59,618,150	\$ 51,395,448	\$ 51,608,689	\$ 213,241	0.41%

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41234
 FISCAL YEAR 2021/2022

RSW CONSTRUCTION CLERK WB5422841234	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
389100-9000 Interest	\$ 343,402	\$ 759,430	\$ 194,006	\$ (565,424)	-74.45%
331410-2018 Federal Grant	0	3,000,000	3,000,000	0	0.00%
384000-9002 Loan Proceeds	11,000,000	50,000,000	33,000,000	(17,000,000)	-34.00%
334410-2020 Federal Grant - Airside Pavement Construction	0	2,953,301	441,821	(2,511,480)	-85.04%
331410-2019 Federal Grant - Cargo & Passenger Entitlements	0	5,700,374	1,092,319	(4,608,055)	-80.84%
331410-2721 TSA Electronic Baggage Screening	3,249,658	0	0	0	0.00%
331410-2711 Rehab RSW Taxiways	0	0	2,907,503	2,907,503	100.00%
334410-2018 State Grant	0	8,000,000	8,000,000	0	0.00%
334410-9518 State Grant - Design and Construction ATCT	4,625,907	2,621,266	2,445,825	(175,441)	-6.69%
334410-9405 State Grant - RSW North Property Utilities	477,181	0	0	0	0.00%
334410-9413 State Grant - Airside Pavement Rehab	225,629	604,988	0	(604,988)	0.00%
334410-9414 State Grant - Rehab of Roads	10,568	0	0	0	0.00%
334410-9415 State Grant - Tckt Ctr & Podium Upgrade	0	4,775,000	0	(4,775,000)	0.00%
334410-9519 State Grant - RSW Terminal Expansion	276,605	0	25,725,924	25,725,924	100.00%
381000-0000 Interfund Transfer	28,904,528	43,551,509	29,083,106	(14,468,403)	-33.22%
421000-0000 Fund Balance	36,436,565	67,127,336	69,431,453	2,304,117	3.43%
TOTAL REVENUES	\$ 85,550,043	\$ 189,093,204	\$ 175,321,957	\$ (13,771,247)	-7.28%
APPROPRIATIONS					
6510 Professional Services	7,079,055	34,587,111	32,389,448	(2,197,663)	-6.35%
6511 Permits, Licenses & Other Fees	0	25,000	25,000	0	0.00%
6530 Building Construction	31,094,846	1,908,478	47,959,529	46,051,051	2412.97%
6531 Building Renovation	1,238,280	3,750,147	3,575,888	(174,259)	-4.65%
6540 Improvement Construction	9,866,705	61,448,781	10,587,999	(50,860,782)	-82.77%
6542 Miscellaneous Expense	36	22,589,257	15,088,458	(7,500,799)	-33.21%
9110 Interfund Transfer	343,402	12,905,696	13,792,747	887,051	6.87%
9940 Reserves	35,927,719	51,878,734	51,902,888	24,154	0.05%
TOTAL APPROPRIATIONS	\$ 85,550,043	\$ 189,093,204	\$ 175,321,957	\$ (13,771,247)	-7.28%

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41238
 FISCAL YEAR 2021/2022

PAGE FIELD CONSTRUCTION CLERK VM5131841238	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0400 Interest	\$ 62,960	\$ 101,428	\$ 89,893	\$ (11,535)	-11.37%
334410-909520 State Grant - South Quad Hangars & Ramp		0	194,055	194,055	100.00%
334410-909510 State Grant - Multi-Use Hangar & Apron	1,502,176	0	0	0	0.00%
331410-902020 Federal Grant - South Quad Hangars & Ramp	0	0	222,544	222,544	100.00%
331410-000000 Federal Grant - Entitlements	0	600,000	235,836	(364,164)	-60.69%
381000-0000 Interfund Transfer	0	2,500,000	2,500,000	0	0.00%
421000-0000 Fund Balance	5,533,102	3,380,491	3,476,893	96,402	2.85%
TOTAL REVENUES	\$ 7,098,238	\$ 6,581,919	\$ 6,719,221	\$ 137,302	2.09%
APPROPRIATIONS					
3140 Architect & Engineering Svc	0	69,258	70,893	1,635	2.36%
3190 Other Professional Services	0	49,212	50,128	916	1.86%
3490 Other Contracted Services	0	65,255	63,857	(1,398)	-2.14%
5280 Minor Equipment	0	572,956	570,142	(2,814)	-0.49%
6510 Professional Services	9,762	507,258	500,931	(6,327)	-1.25%
6511 Permits, Licenses & Other Fees	0	50,000	50,000	0	0.00%
6530 Building Construction	120,353	750,257	725,758	(24,499)	-3.27%
6540 Improvement Construction	0	658,779	600,254	(58,525)	-8.88%
9110 Interfund Transfer	0	1,000,000	1,000,000	0	0.00%
9940 Reserves	6,968,123	2,858,944	3,087,258	228,314	7.99%
TOTAL APPROPRIATIONS	\$ 7,098,238	\$ 6,581,919	\$ 6,719,221	\$ 137,302	2.09%

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41250
 FISCAL YEAR 2021/2022

PASSENGER FACILITY CHARGE CLERK UE5420041250	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
344100-9053 Passenger Facility Charge	\$ 14,864,113	\$ 15,915,781	\$ 17,913,868	\$ 1,998,087	12.55%
361100-0000 Investment Income	9,034	14,943	11,205	(3,738)	-25.02%
421000-0000 Fund Balance	30,045	0	0	0	0.00%
TOTAL REVENUES	\$ 14,903,192	\$ 15,930,724	\$ 17,925,073	\$ 1,994,349	12.52%
APPROPRIATIONS					
9110 Interfund Transfer	14,848,383	15,441,470	17,433,617	1,992,147	12.90%
9940 Reserves	54,809	489,254	491,456	2,202	0.45%
TOTAL APPROPRIATIONS	\$ 14,903,192	\$ 15,930,724	\$ 17,925,073	\$ 1,994,349	12.52%

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41251
 FISCAL YEAR 2021/2022

PASSENGER FACILITY CHARGE - CAPITAL FUND CLERK UE5120041251	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-9000 Investment Income	\$ 733,255	\$ 1,158,761	\$ 588,554	\$ (570,207)	-49.21%
381000-9412 Interfund Transfer	12,291,006	12,708,001	14,614,276	1,906,275	15.00%
421000-0000 Fund Balance	66,102,832	21,341,291	7,538,729	(13,802,562)	-64.68%
TOTAL REVENUES	<u>\$ 79,127,093</u>	<u>\$ 35,208,053</u>	<u>\$ 22,741,559</u>	<u>\$ (12,466,494)</u>	<u>-35.41%</u>
APPROPRIATIONS					
9110 Interfund Transfer	28,888,184	33,409,582	21,082,762	(12,326,820)	-36.90%
9940 Reserves	50,238,909	1,798,471	1,658,797	(139,674)	-7.77%
TOTAL APPROPRIATIONS	<u>\$ 79,127,093</u>	<u>\$ 35,208,053</u>	<u>\$ 22,741,559</u>	<u>\$ (12,466,494)</u>	<u>-35.41%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41255
 FISCAL YEAR 2021/2022

RENTAL CAR FACILITY CHARGE CLERK UE5000041255	FY 19/20 ACTUALS	FY 20/21 APPROVED BUDGET	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
344100-9068 Rental Car Facility Charge	\$0	\$0	\$0	\$0	100.00%
361100-0000 Investment Income	2,247	3,537	3,311	(226)	-6.39%
421000-0000 Fund Balance	215,942	141,587	135,170	(6,417)	-4.53%
TOTAL REVENUES	\$ 218,189	\$ 145,124	\$ 138,481	\$ (6,643)	-4.58%
APPROPRIATIONS					
9110 Interfund Transfer	83,028	145,124	3,311	(141,813)	-97.72%
9940 Reserves	135,161	0	135,170	135,170	100.00%
TOTAL APPROPRIATIONS	\$ 218,189	\$ 145,124	\$ 138,481	\$ (6,643)	-4.58%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

ALL FUNDS SUMMARY	FY 19/20 ACTUALS	FY 20/21 FORECAST	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
APPROPRIATIONS					
41200 - Airport Operating	\$126,988,090	\$128,524,134	\$146,299,512	\$17,775,378	13.83%
41201 - Self-Insurance Fund	202,388	200,436	200,910	474	0.24%
41203 - Page Field Operating	12,159,075	20,340,059	22,059,644	1,719,585	8.45%
41206 - Port Authority Donation Police K9	60,345	60,236	60,619	383	0.64%
41209 - Port Authority Grant Cap. Repayment	0	305	344	39	12.79%
41210 - Reserve and Replacement Fund	505,616	501,089	502,273	1,184	0.24%
41231 - LCPA Discretionary	59,618,150	51,389,431	51,608,689	219,258	0.43%
41234 - RSW Construction	85,550,043	140,491,879	175,321,957	34,830,078	24.79%
41238 - Page Field Construction	7,098,238	5,842,767	6,719,221	876,454	15.00%
41250 - Passenger Facility Charge	14,903,192	14,774,958	17,925,073	3,150,115	21.32%
41251 - PFC Capital Fund	79,127,093	61,184,500	22,741,559	(38,442,941)	-62.83%
41255 - Rental Car Facility Charge	218,189	133,317	138,481	5,164	3.87%
41262 - Revolving Credit Facility	63,965	17,148,829	14,257,336	(2,891,493)	-16.86%
41271 - Debt Service Reserves	25,527,864	25,281,324	25,922,058	640,734	2.53%
41273 - Revenue Refunding Bonds 2010	22,087,048	21,487,316	23,133,869	1,646,553	7.66%
41275 - Revenue Refunding Bonds 2011	9,511,961	180,514,420	0	(180,514,420)	-100.00%
41276 - Revenue Refunding Bonds 2015	1,671,749	1,812,850	1,821,890	9,040	0.50%
41277 - Revenue Refunding Bonds 2021	0	179,200,000	7,191,962	(172,008,038)	-95.99%
41290 - Rebate Fund	0	0	10,101	10,101	100%
Sub Total	445,293,006	848,887,850	515,915,499	(332,972,351)	-39.22%
(Less: Transfers)	(91,092,271)	(306,500,543)	(118,121,688)	188,378,855	-61.46%
TOTAL APPROPRIATIONS	\$354,200,735	\$542,387,307	\$397,793,810	-\$144,593,498	-26.66%
OPERATING					
Operating Expenditures	69,765,837	\$74,718,256	\$88,374,840	\$13,656,584	18.28%
Participating Airline Rebates	1,480,723	4,540,515	\$4,948,238	\$407,723	8.98%
Subtotal Operating	71,246,560	79,258,771	\$93,323,078	\$14,064,307	17.74%
CAPITAL					
Capital Construction	49,596,821	103,086,619	\$116,025,718	\$12,939,099	12.55%
Subtotal Capital	49,596,821	103,086,619	\$116,025,718	\$12,939,099	12.55%
DEBT SERVICE					
Arbitrage Rebate	0	0	\$10,000	\$10,000	100%
Misc. Financial Services	60,517	75,286	\$149,892	\$74,606	99.10%
Transfer to Paying Agent -Fund 41275	0	174,500,000	\$0	(\$174,500,000)	-100.00%
Principal Payment	20,279,599	37,900,000	\$36,058,741	(\$1,841,259)	-4.86%
Interest Payment	12,696,205	13,022,403	\$9,959,725	(\$3,062,678)	-23.52%
Debt Service Reserves	25,910,215	25,360,903	\$25,943,564	\$582,661	2.30%
Subtotal Debt Service	58,946,536	250,858,592	\$72,121,922	(\$178,736,670)	-71.25%
Airport Reserves	174,410,818	109,183,325	\$116,323,091	\$7,139,766	6.54%
TOTAL ALL FUNDS	354,200,735	\$542,387,307	\$397,793,810	(\$144,593,498)	-26.66%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2021/2022**

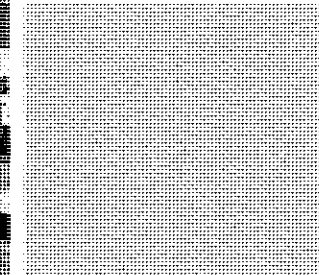
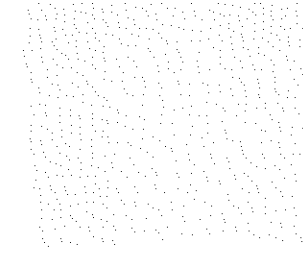
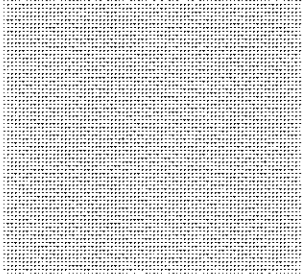
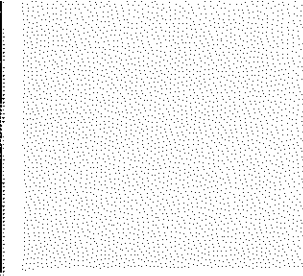
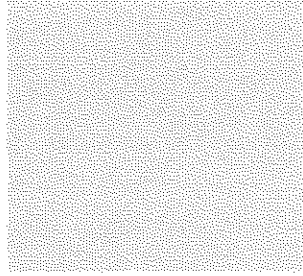
FUND 41200 SUMMARY	FY 19/20 ACTUALS	FY 20/21 FORECAST	FY 21/22 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
<u>REVENUES</u>					
Revenues - RSW	\$78,300,232	\$88,314,162	\$95,728,066	\$7,413,904	8.39%
Interfund Transfers	3,983,151	5,449,903	6,545,948	\$1,096,045	20.11%
CARES Funding	11,000,435	5,500,000	14,600,000	\$9,100,000	165.45%
Fund Balance	33,704,272	29,260,070	29,425,498	165,428	0.57%
Total Revenues	\$126,988,090	\$128,524,135	\$146,299,512	\$17,775,377	13.83%
<u>OPERATING EXPENSES</u>					
Executive	196,572	230,535	254,465	23,930	10.38%
Administration	6,477,144	7,091,076	8,410,788	1,319,712	18.61%
Development	1,516,112	2,043,118	2,291,652	248,534	12.16%
Aviation	19,325,830	23,085,105	25,083,643	1,998,538	8.66%
CARES Funding	(2,273,106)	(5,500,000)	(5,000,000)	500,000	-9.09%
Capital	1,830,420	1,217,893	1,813,946	596,053	48.94%
Sub Total	\$27,072,972	\$28,167,727	\$32,854,494	\$4,686,767	16.64%
<u>PERSONNEL EXPENSES</u>					
Executive	325,150	450,037	504,942	54,905	12.20%
Administration	7,174,137	7,118,174	8,133,266	1,015,093	14.26%
Development	2,649,272	2,631,257	3,064,457	433,200	16.46%
Aviation	22,560,014	23,981,358	27,700,166	3,718,808	15.51%
Sub Total	\$32,708,573	\$34,180,825	\$39,402,831	\$5,222,006	15.28%
<u>NON FEE RELATED EXPENSES</u>					
Airline Rebates/Revenue Sharing	1,480,723	4,540,515	4,948,238	407,723	8.98%
Interfund Transfers	45,849,149	41,592,717	45,529,617	3,936,900	9.47%
Sub Total	\$47,329,872	\$46,133,232	\$50,477,855	\$4,344,623	9.42%
TOTAL OPERATING	\$107,111,417	\$108,481,784	\$122,735,180	\$14,253,396	13.14%
Fund 412 Reserves	19,876,673	20,042,350	23,564,331	3,521,981	17.57%
TOTAL APPROPRIATIONS	\$126,988,090	\$128,524,134	\$146,299,512	\$17,775,378	13.83%



Lee County Port Authority

Rates & Fees Proposed Budget

Southwest Florida International Airport



Fiscal Year 2021-2022

LEE COUNTY PORT AUTHORITY

RATES & FEES PROPOSED BUDGET

FISCAL YEAR 2021 - 2022

TABLE OF CONTENTS

- A. Rates & Fees Summary
- B. Non Signatory Revenues
- C. Distribution of Operating Expenses
- D. Passenger Statistics & Landed Weight

**Lee County Port Authority
Proposed Budget Fiscal Year 2022
Southwest Florida International Airport
Summary of Revenues and Expenses for the Calculation of Airline Rates and Fees**

<u>Fiscal Year Ending</u>	<u>Approved Budget 2021</u>	<u>Proposed Budget 2022</u>	<u>Budget vs. Budget Variance</u>	<u>Budget vs. Budget %</u>
Terminal Rental Revenue	\$ 6,014,796	\$ 6,585,544	\$ 570,748	9.49%
Gate Area Revenue	5,454,359	6,154,686	700,327	12.84%
Baggage Area Charges	5,584,652	6,015,267	430,615	7.71%
Landing Fee Revenue	11,990,439	12,817,100	826,661	6.89%
Apron Fee Revenue	2,201,490	2,456,172	254,682	11.57%
Non Signatory Revenue	48,066,716	62,217,549	14,150,833	29.44%
Passenger Facility Charges	1,991,100	2,819,341	828,241	41.60%
Federal Inspection Service Fees	166,202	199,808	33,606	20.22%
Total Revenue	\$ 81,469,754	\$ 99,265,468	\$ 17,795,714	21.84%
Expenses				
Personnel	\$ 35,237,964	\$ 39,402,831	\$ 4,164,867	11.82%
Operating	31,560,235	36,040,548	4,480,313	14.20%
Capital	613,946	1,813,946	1,200,000	195.46%
CARES Funding	(5,500,000)	(5,000,000)	500,000	-100.0%
Total Expenses	\$ 61,912,145	\$ 72,257,325	\$ 10,345,180	16.71%
Net Revenue	\$ 19,557,609	\$ 27,008,143	\$ 7,450,534	38.10%
Series 2011 Refunding	\$ 9,515,669	\$ -	\$ (9,515,669)	-100.0%
Series 2015 Refunding	1,672,005	1,672,005	-	0.0%
Series 2010 Refunding	13,500,905	13,503,655	2,750	0.0%
Series 2021 Refunding	-	7,141,975	7,141,975	100.0%
Short Term Financing	504,375	505,975	1,600	0.3%
CARES Funding	(8,970,400)	(9,600,000)	(629,600)	7.0%
Less Total Debt Service	\$ 16,222,554	\$ 13,223,610	\$ (2,998,944)	-18.49%
Net Funds Remaining (net of CARES)	\$ 3,335,055	\$ 13,784,533	\$ 10,449,478	313.32%
Less Working Capital Reserve	-	646,574	646,574	0.00%
Less Airfield Project Amortization	283,061	283,061	-	0.00%
Less Ground Transportation Project Amortization	158,912	158,912	-	0.00%
Less Terminal Project Amortization	1,112,540	1,636,820	524,280	47.12%
Less Aviation Project Amortization	-	302,129	302,129	100.00%
Net Funds Remaining after Contribution & Working Capital	\$ 1,780,542	\$ 10,757,037	\$ 8,976,495	504.14%
LCPA Share 60% (Rebate/Sharing)	\$ 1,068,325	\$ 6,454,222	\$ 5,385,897	504.14%
Airline Share 40% (Rebate/Sharing)	\$ 712,217	\$ 4,302,815	\$ 3,590,598	504.14%
Rates & Statistics:				
Landing Fee	\$ 3.32	\$ 2.42	\$ (0.90)	-27.11%
Terminal Rental Rate	\$ 92.08	\$ 99.18	\$ 7.10	7.71%
Apron Fee Per Gate	\$ 122,305	\$ 136,454	\$ 14,149	11.57%
Projected Average Cost Per Enplanement	\$ 10.15	\$ 7.31	\$ (2.84)	-27.96%
Total Passengers	6,001,735	8,301,107	2,299,372	38.31%
Total Landed Weight	3,611,578	5,296,323	1,684,745	46.65%

**Lee County Port Authority
Southwest Florida International Airport
Terminal Rental Rate
Fiscal Year 2022**

<u>Fiscal Year Ending</u>	<u>Fiscal Year 2021</u>	<u>Fiscal Year 2022</u>
Terminal Investment Service	\$ 10,439,450	\$ 8,474,551
Terminal Operating Expenses	29,830,661	34,077,095
Terminal Expense Operating Reserve	-	1,061,609
Terminal Amortization	1,112,540	1,636,820
Total Requirement	41,382,651	45,250,075
Less: PFC Revenues	1,991,100	2,819,341
Net Requirement	39,391,551	42,430,734
Total Rentable Space	427,798	427,798
Signatory Airline Terminal Rental Rate	\$ 92.08	\$ 99.18
Extraordinary Coverage Requirement	\$ -	\$ -
Required Signatory Airline Terminal Rental Rate (1.25 Coverage)	\$ 92.08	\$ 99.18
Non Signatory Terminal Rental Rate (110%)	\$ 101.29	\$ 109.10
Signatory Gate Area charge	\$ 259,731	\$ 279,758
Signatory Airline Terminal Rental Space	184,449	187,858
Non Signatory Leased Airline Space	689	1,134
Total Leased Airline Space	185,138	188,992
Signatory Airline Terminal Rental Revenue	\$ 16,984,018	\$ 18,631,778
Non Signatory Terminal Rental Revenue	\$ 69,789	\$ 123,719
Total Terminal Rental Revenue	\$ 17,053,807	\$ 18,755,497

Allocation of Leased Airline Space

	<u>Fiscal Year 2022 Square Feet</u>	<u>Fiscal Year 2022 Revenue</u>
Signatory Airline Terminal Space Revenues:		
Exclusive Space	65,153	\$ 6,461,825
Gate Area Revenue	62,056	\$ 6,154,686
Baggage Area Charges	60,650	\$ 6,015,267
Sub Total	187,858	\$ 18,631,778
Non Signatory Airline Exclusive Space	1,134	\$ 123,719
Total	188,992	\$ 18,755,497

**Lee County Port Authority
Southwest Florida International Airport
Landing Fee Rate
Fiscal Year 2022**

<u>Fiscal Year Ending</u>	<u>Fiscal Year 2021</u>	<u>Fiscal Year 2022</u>
Airfield Investment Service	\$ 4,045,014	\$ 3,360,065
Airfield Operating Expenses	10,772,685	12,361,932
Airfield Operating Expense Reserve	-	397,312
Airfield Amortization	283,061	283,061
<hr/>		
Total Requirement	\$ 15,100,760	\$ 16,402,370
Less: Airfield Non Airline Revenue	3,115,064	3,573,261
<hr/>		
Net Requirement	\$ 11,985,696	\$ 12,829,109
Signatory Landed Weight	3,213,731	4,722,882
Non Signatory Landed Weight	397,847	573,440
Total Landed Weight	3,611,578	5,296,323
Landing Fee	\$ 3.32	\$ 2.42
Extraordinary Coverage Requirement	\$ -	\$ -
Required Landing Fee (1.25 Coverage)	\$ 3.32	\$ 2.42
Required Signatory Landing Fee Revenue	10,669,588	11,429,375
Non Signatory Landing Fee Revenue	1,320,851	1,387,726
<hr/>		
Total Landing Fee Revenue	\$ 11,990,439	\$ 12,817,100

**Lee County Port Authority
Southwest Florida International Airport
Apron Fee Rate
Fiscal Year 2022**

<u>Fiscal Year Ending</u>	<u>Fiscal Year 2021</u>	<u>Fiscal Year 2022</u>
Apron Investment Service	\$ 39,548	\$ 32,047
Apron Operating Expenses	3,384,997	3,707,942
Apron Operating Expense Reserve	-	80,736
<hr/>		
Total Apron Requirement	\$ 3,424,545	\$ 3,820,726
Total Gates	28	28
Apron Fee Per Gate	\$ 122,305	\$ 136,454
Leased Gates	18	18
<hr/>		
Apron Fee Revenue	\$ 2,201,490	\$ 2,456,172

**Lee County Port Authority
Southwest Florida International Airport
Signatory Cost Per Enplanement
Fiscal Year 2022**

	Fiscal Year <u>2021</u>	Fiscal Year <u>2022</u>	<u>Variance</u>	<u>% Variance</u>
Signatory Landing Fee Revenues	\$ 10,669,588	\$ 11,429,375	\$ 759,787	7.12%
Signatory Terminal Rental Revenue	16,984,018	18,631,778	1,647,760	9.70%
Signatory Apron Revenues	2,201,490	2,456,172	254,682	11.57%
Total Signatory Passenger Airline Revenue	\$ 29,855,096	\$ 32,517,324	\$ 2,662,228	8.92%
Less: Revenue Sharing	(712,217)	(4,302,815)	(3,590,598)	504.14%
Net Signatory Passenger Airline Revenue	\$ 29,142,879	\$ 28,214,510	\$ (928,369)	-3.19%
Total Signatory Airline Enplanements	2,870,116	3,858,743	988,627	34.45%
Signatory Cost Per Enplanement	\$ 10.15	\$ 7.31	\$ (2.84)	-27.99%

**Lee County Port Authority
Southwest Florida International Airport
Investment Service and Allocation to Cost Centers
Fiscal Year 2022**

<u>Fiscal Year Ending</u>	<u>Fiscal Year</u> <u>2022</u>	
<u>Investment Service</u>		
Short Term Financing	\$ 505,975	
Series 2021 A	7,141,975	
Series 2010 Refunding (Net of CARES)	3,903,655	
Series 2015 Refunding	1,672,005	
Total Debt Service (Excluding PFC's)	13,223,610	
<hr/>		
Debt Service Coverage	3,305,903	
<hr/>		
Total Investment Service (Net of CARES)	\$ 16,529,513	
<hr/>		
CARES	(9,600,000)	
 Allocation of Investment Service to Cost Centers		
		<u>Allocation %</u>
Airfield	\$ 3,360,065	18.3%
Apron	32,047	0.2%
Terminal	8,474,551	52.4%
Ground Transportation	4,518,638	28.2%
Aviation	96,141	0.6%
Non Aviation	-	0.0%
Air Cargo	48,071	0.3%
Total Investment Service	\$ 16,529,513	100.0%

**Lee County Port Authority
Southwest Florida International Airport
Non Signatory Revenues
Proposed Budget Fiscal Year 2022**

<u>Revenue Source</u>	<u>Total RSW</u>	<u>Airfield</u>	<u>Apron</u>	<u>Terminal</u>	<u>Ground Transportation</u>	<u>Aviation</u>	<u>Air Cargo</u>
Investment Income	\$ 639,637	\$ 117,054	\$ 1,279	\$ 335,170	\$ 180,378	\$ 3,838	\$ 1,919
Fuel Systems	2,264,160	2,264,160					
Fuel Flowage	361,340	361,340					
Catering	251,586	251,586					
Passenger Aircraft Parking	207,673	207,673					
Utility Income	99,214	99,214					
FBO Landing fees	175,787	175,787					
Misc Revenue - Police	23,931	23,931					
Misc Revenue - Maintenance	6,634	6,634					
Misc Revenue DAS	130,500			130,500			
Refund Prior Year	200	200					
Discounts Taken	800	800					
Late Fees	526	526					
Misc Revenue - ARFF	2,365	2,365					
Apron Use Charge	453,694		453,694				
Terminal Concessions	2,907,427			2,907,427			
Restaurants	3,109,218			3,109,218			
Airport Facility Charge	1,409,045			1,409,045			
Terminal Space Rent	1,472,302			1,472,302			
Facility Use Charge	1,441,776			1,441,776			
Advertising	865,656			865,656			
Equipment Use Charge	841,859			841,859			
Space Rent Commercial	380,296			380,296			
Misc Revenue (LEO)	121,000			121,000			
Hold Room Charge	248,760			248,760			
Misc Revenue (K9) Explosive Program	151,500			143,925			7,575
Misc Revenue - Operations (Lost/Found)	2,082			2,082			
Rental Cars	21,272,987				21,272,987		
Parking Lot Fee	13,753,141				13,753,141		
Building Rent RAC	1,626,510				1,626,510		
Employee Parking	341,849				341,849		
Taxi Permit Fees	793,305				793,305		
Fuel Systems (RAC)	356,688				356,688		
Fuel Flow Commerical	24,772				24,772		
Off Airport Parking	137,621				137,621		
Off Airport Rental Cars	775,835				775,835		
Courtesy Permit/Trip	193,324				193,324		
Charter Bus Fees	22,302				22,302		
Provider Permits	31,006				31,006		
Land Rent Commercial	2,907,214				221,629	2,685,585	
Privilege Fee	1,350,086				6,878	1,343,208	
Bldg Rent RAC Service Facility	330,001					330,001	
Cell Phone Tower Charges	148,734					148,734	
Misc Revenue - Airport	25,983	25,983					
Cargo Ramp User Fee	240,059	36,009					204,050
Commercial Cargo Bldg Rental	183,608						183,608
Third Party Cargo Fees	133,556						133,556
Passenger Facility Charge	2,819,341						
Total	65,036,890						
Less PFC'S	(2,819,341)						
Total	\$ 62,217,549	\$ 3,573,261	\$ 454,973	\$ 13,409,016	\$ 39,738,225	\$ 4,511,366	\$ 530,708

**Lee County Port Authority
Southwest Florida International Airport
Detail of Expenses by Cost Center
Fiscal Year 2022**

	Airfield	Apron	Terminal	Ground Transportation	Aviation	Nonaviation	Air Cargo	Indirect	Total
<i>Executive</i>									
Port Boards	\$ 5,911	\$ 2,045	\$ 14,769	\$ 10,801	\$ 402	\$ 530	\$ 633	\$ 1,108	36,200
Director	105,950	36,650	264,721	193,595	7,207	9,498	11,350	18,430	647,402
Legal Services	12,316	4,260	30,772	22,504	838	1,104	1,319	2,692	75,805
Total	124,177	42,955	310,262	226,900	8,447	11,132	13,303	22,230	759,407
<i>Administration</i>									
Air Service Development	112,429	38,892	280,909	205,434	7,648	10,079	12,044	17,275	684,711
Finance	475,536	164,497	1,188,144	868,909	32,349	42,630	50,942	1,906,864	4,729,871
Purchasing	107,010	37,017	267,368	195,531	7,280	9,593	11,463	18,113	653,375
Human Resources	358,519	124,019	895,774	655,095	24,389	32,140	38,407	95,438	2,223,780
Information Technology	904,542	312,899	2,260,033	1,652,800	61,533	81,089	96,899	286,137	5,655,932
Property Management	185,038	55,713	2,416,752	630,012	10,956	14,438	41,234	26,967	3,381,110
Communications & Marketing	168,202	58,184	420,259	307,342	11,442	15,079	18,019	30,695	1,029,222
Total	2,311,276	791,220	7,729,240	4,515,123	155,597	205,049	269,008	2,381,488	18,358,000
<i>Development</i>									
Development	1,157,366	32,149	1,382,409	642,981	0	0	0	6,885	3,221,789
Non-Departmental	768,355	21,343	917,758	426,864	0	0	0	0	2,134,320
Total	1,925,721	53,492	2,300,166	1,069,845	0	0	0	6,885	5,356,109
<i>Aviation Services</i>									
Aircraft Rescue	3,467,560	63,572	1,722,222	277,405	92,468	150,261	5,779	59,375	5,838,642
Maintenance	2,374,169	773,089	7,376,378	7,197,768	349,713	378,656	796,169	1,303,689	20,549,631
Contract Management	14,154	18,872	6,767,393	5,963,556	0	9,436	0	15,475	12,788,887
Operations	623,078	268,523	610,043	521,404	205,955	224,204	153,814	33,025	2,640,045
Aviation Security & Technology	51,529	12,882	945,927	829,986	0	0	0	17,800	1,858,125
Aviation Administration	91,175	40,012	249,910	223,673	9,183	9,839	18,366	14,175	656,332
APD - Security	0	0	0	0	0	0	0	0	0
Police	695,445	1,713,774	4,437,598	1,183,912	82,791	82,791	82,791	173,044	8,452,145
Total	7,317,109	2,890,725	22,109,471	16,197,704	740,110	855,187	1,056,920	1,616,583	52,783,809
CARES									(5,000,000)
	\$ 11,678,283	\$ 3,778,393	\$ 32,449,139	\$ 22,009,571	\$ 904,155	\$ 1,071,368	\$ 1,339,230	\$ 4,027,187	\$ 72,257,325

**Lee County Port Authority
Southwest Florida International Airport
Distribution of Operating Expenditures
Fiscal Year 2022**

	Airport Total	Allocable	Airfield	Apron	Terminal	Ground Transportation	Aviation	Non Aviation	Air Cargo
<u>Personnel Expenditures</u>									
Salaries & Wages	\$ 25,479,333	\$ 141,597	\$ 5,641,262	\$ 1,895,554	\$ 9,934,783	\$ 6,381,679	\$ 413,364	\$ 517,798	\$ 553,295
Employee Benefits	13,923,499	89,230	2,986,714	1,067,346	5,479,008	3,511,269	217,276	274,082	298,575
Total	<u>39,402,831</u>	<u>230,827</u>	<u>8,627,976</u>	<u>2,962,900</u>	<u>15,413,791</u>	<u>9,892,948</u>	<u>630,640</u>	<u>791,880</u>	<u>851,870</u>
Add Allocations		(230,827)	23,083	13,157	109,412	73,634	3,001	2,770	5,771
<u>Operating Expenditures</u>									
Contractual Services, Materials & Supplies	24,166,054	1,741,995	1,998,473	509,846	10,379,173	8,986,154 0	122,505	166,930	260,979
Utilities	4,225,422	194,235	185,267	28,245	2,794,548	929,423	71,075	7,079	15,549
Repairs & Maintenance	3,039,261	5,097	443,895	150,620	962,239	1,212,209	52,578	70,159	142,463
Insurance	2,398,029	0	23,980	0	2,014,344	335,724	0	0	23,980
Other	4,025,728	1,855,033	398,692	126,781	885,043	653,112	27,358	35,320	44,389
Total	<u>37,854,494</u>	<u>3,796,359</u>	<u>3,050,308</u>	<u>815,493</u>	<u>17,035,348</u>	<u>12,116,623</u>	<u>273,515</u>	<u>279,488</u>	<u>487,360</u>
Add Allocations		(3,796,359)	660,566	216,392	1,518,544	1,211,039	49,353	45,556	94,909
CARES (Linked to Cash Flow s/s)	(5,000,000)								
Grand Total	<u>\$ 72,257,325</u>	<u>\$ -</u>	<u>\$ 12,361,932</u>	<u>\$ 3,707,942</u>	<u>\$ 34,077,095</u>	<u>\$ 18,594,243</u>	<u>\$ 956,508</u>	<u>\$ 1,119,694</u>	<u>\$ 1,439,910</u>

**LEE COUNTY PORT AUTHORITY
DEPLANED PASSENGERS
FISCAL YEAR 2022**

<u>Signatory Airlines</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Total</u>
American	32,619	33,416	47,708	48,948	53,563	51,328	39,581	34,823	30,929	30,588	32,241	34,369	470,113
Delta	52,143	65,328	80,297	88,338	94,676	137,163	88,403	81,542	66,513	57,693	55,956	52,564	920,616
Frontier	13,195	25,212	29,929	36,612	35,324	44,231	36,616	22,590	22,474	24,090	18,451	17,187	325,911
JetBlue	25,805	33,023	40,679	32,182	35,672	46,783	44,267	20,661	21,969	21,708	17,205	21,349	361,303
Southwest	48,655	74,946	73,568	89,926	106,340	148,146	94,220	68,144	57,623	54,712	44,936	41,856	903,072
Spirit	13,302	37,152	60,472	51,356	58,246	63,997	41,710	11,175	12,098	12,608	12,888	12,193	387,197
United	33,821	34,706	45,581	40,200	51,273	73,114	55,980	33,563	29,614	29,572	30,615	29,449	487,488
Sub-Total	219,540	303,783	378,234	387,562	435,094	564,762	400,777	272,498	241,220	230,971	212,292	208,967	3,855,700
<u>Affiliates</u>													
Endeavor - Delta	2,024	2,276	178	0	0	0	0	0	569	456	456	854	6,813
Mesa - United	0	0	0	0	588	959	602	482	511	575	256	256	4,229
Republic - American	649	4,087	5,780	5,500	6,027	5,255	4,400	3,300	2,044	1,168	1,168	1,168	40,546
Republic - Delta	633	1,138	890	112	0	0	268	0	285	228	0	228	3,782
Republic - United	573	0	1,202	1,604	1,546	1,453	672	728	647	650	471	57	9,603
SkyWest - United	0	0	0	275	572	168	0	0	0	0	0	0	1,015
Sub-Total	3,879	7,501	8,050	7,491	8,733	7,835	5,942	4,510	4,056	3,077	2,351	2,563	65,988
<u>Other Scheduled Carriers</u>													
Alaska	0	1,113	3,080	2,982	2,574	3,318	2,197	0	0	0	0	0	15,264
Sun Country	9,428	9,054	9,845	13,524	16,213	18,439	11,762	5,337	3,762	3,872	4,493	4,484	110,213
Sub-Total	9,428	10,167	12,925	16,506	18,787	21,757	13,959	5,337	3,762	3,872	4,493	4,484	125,477
<u>Domestic Charters</u>													
Misc	117	55	37	36	38	55	35	33	18	73	37	37	571
	117	55	37	36	38	55	35	33	18	73	37	37	571
<u>International</u>													
Air Canada	1,825	4,048	5,556	5,486	7,098	8,208	7,686	1,464	1,377	1,387	1,366	1,323	46,824
German Airline	574	735	766	1,206	1,047	1,843	1,736	1,351	1,434	1,434	1,229	1,024	14,379
WestJet	1,946	3,575	4,919	4,719	4,697	5,876	4,704	2,130	1,628	1,699	1,685	1,123	38,701
Sub-Total	4,345	8,358	11,241	11,411	12,842	15,927	14,126	4,945	4,439	4,520	4,280	3,470	99,904
TOTAL	237,309	329,864	410,487	423,006	475,494	610,336	434,839	287,323	253,495	242,513	223,453	219,521	4,147,640

**LEE COUNTY PORT AUTHORITY
ENPLANED PASSENGERS
FISCAL YEAR 2022**

<u>Signatory Airlines</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Total</u>
American	28,927	30,845	42,308	51,028	49,443	52,365	44,634	39,018	31,554	31,888	33,610	33,021	468,641
Delta	46,240	60,303	71,207	92,091	87,393	139,934	99,688	91,363	67,856	60,144	58,333	50,503	925,055
Frontier	11,701	23,273	26,541	38,167	32,607	45,125	41,290	25,311	22,929	25,113	19,235	16,513	327,805
JetBlue	22,884	30,483	36,074	33,549	32,928	47,728	49,919	23,150	22,412	22,631	17,936	20,512	360,206
Southwest	43,147	69,181	65,240	93,746	98,160	151,138	106,248	76,352	58,788	57,037	46,845	40,214	906,096
Spirit	11,797	34,294	53,626	53,537	53,766	65,289	47,035	12,521	12,342	13,143	13,436	11,715	382,501
United	29,992	32,037	40,421	41,908	47,329	74,591	63,127	37,605	30,212	30,828	31,916	28,473	488,439
Sub-Total	194,688	280,416	335,417	404,026	401,626	576,170	451,941	305,320	246,093	240,784	221,311	200,951	3,858,743
<u>Affiliates</u>													
Endeavor - Delta	1,868	2,285	165	0	0	0	0	0	572	457	457	857	6,661
Mesa - United	0	0	0	0	565	962	679	543	514	578	257	257	4,355
Republic - American	600	4,104	5,336	5,733	5,791	5,276	4,961	3,721	2,052	1,173	1,173	1,173	41,093
Republic - Delta	584	1,143	821	117	0	0	303	0	286	229	0	229	3,712
Republic - United	529	0	1,109	1,673	1,485	1,458	757	821	650	653	472	58	9,665
SkyWest - United	0	0	0	286	549	169	0	0	0	0	0	0	1,004
Sub-Total	3,581	7,532	7,431	7,809	8,390	7,865	6,700	5,085	4,074	3,090	2,359	2,574	66,490
<u>Other Scheduled Carriers</u>													
Alaska	0	1,118	2,844	3,109	2,473	3,331	2,477	0	0	0	0	0	15,352
Sun Country	8,703	9,091	9,088	14,098	15,577	18,513	13,263	6,019	3,777	3,887	4,511	4,502	111,029
Sub-Total	8,703	10,209	11,932	17,207	18,050	21,844	15,740	6,019	3,777	3,887	4,511	4,502	126,381
<u>Domestic Charters</u>													
Misc	107	55	34	38	36	55	39	38	18	74	37	37	568
	107	55	34	38	36	55	39	38	18	74	37	37	568
<u>International</u>													
Air Canada	1,685	4,065	5,128	5,720	6,819	8,241	8,667	1,651	1,382	1,392	1,371	1,328	47,449
German Airline	530	738	707	1,257	1,006	1,851	1,958	1,523	1,440	1,440	1,234	1,028	14,712
WestJet	1,796	3,589	4,541	4,919	4,513	5,900	5,305	2,401	1,634	1,706	1,692	1,128	39,124
Sub-Total	4,011	8,392	10,376	11,896	12,338	15,992	15,930	5,575	4,456	4,538	4,297	3,484	101,285
TOTAL	211,090	306,604	365,190	440,976	440,440	621,926	490,350	322,037	258,418	252,373	232,515	211,548	4,153,467

**LEE COUNTY PORT AUTHORITY
TOTAL PASSENGERS
FISCAL YEAR 2022**

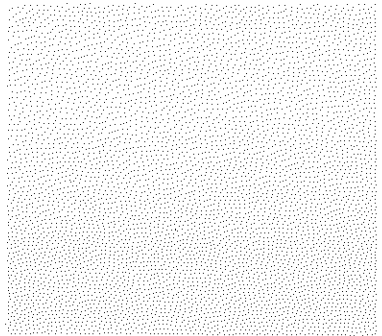
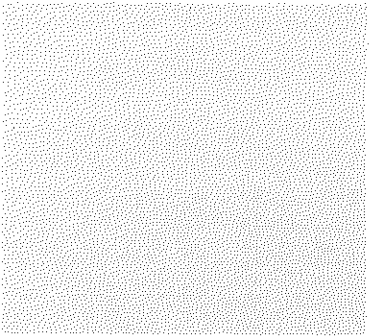
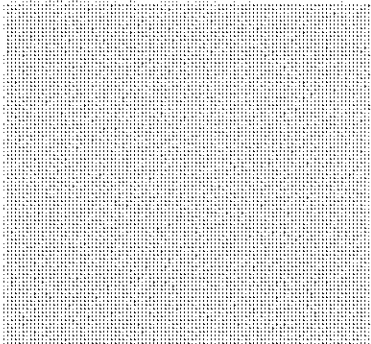
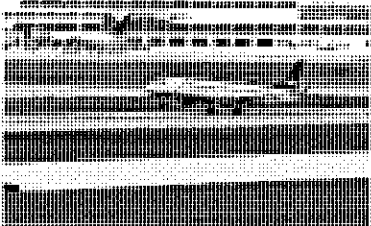
<u>Signatory Airlines</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Total</u>
American	61,546	64,261	90,016	99,976	103,006	103,693	84,215	73,841	62,483	62,476	65,851	67,390	938,754
Delta	98,383	125,631	151,504	180,429	182,069	277,097	188,091	172,905	134,369	117,837	114,289	103,067	1,845,671
Frontier	24,896	48,485	56,470	74,779	67,931	89,356	77,906	47,901	45,403	49,203	37,686	33,700	653,716
JetBlue	48,689	63,506	76,753	65,731	68,600	94,511	94,186	43,811	44,381	44,339	35,141	41,861	721,509
Southwest	91,802	144,127	138,808	183,672	204,500	299,284	200,468	144,496	116,411	111,749	91,781	82,070	1,809,168
Spirit	25,099	71,446	114,098	104,893	112,012	129,286	88,745	23,696	24,440	25,751	26,324	23,908	769,698
United	63,813	66,743	86,002	82,108	98,602	147,705	119,107	71,168	59,826	60,400	62,531	57,922	975,927
Sub-Total	414,228	584,199	713,651	791,588	836,720	1,140,932	852,718	577,818	487,313	471,755	433,603	409,918	7,714,443
<u>Affiliates</u>													
Endeavor - Delta	3,892	4,561	343	0	0	0	0	0	1,141	913	913	1,711	13,474
Mesa - United	0	0	0	0	1,153	1,921	1,281	1,025	1,025	1,153	513	513	8,584
Republic - American	1,249	8,191	11,116	11,233	11,818	10,531	9,361	7,021	4,096	2,341	2,341	2,341	81,639
Republic - Delta	1,217	2,281	1,711	229	0	0	571	0	571	457	0	457	7,494
Republic - United	1,102	0	2,311	3,277	3,031	2,911	1,429	1,549	1,297	1,303	943	115	19,268
SkyWest	0	0	0	561	1,121	337	0	0	0	0	0	0	2,019
Sub-Total	7,460	15,033	15,481	15,300	17,123	15,700	12,642	9,595	8,130	6,167	4,710	5,137	132,478
<u>Other Scheduled Carriers</u>													
Alaska	0	2,231	5,924	6,091	5,047	6,649	4,674	0	0	0	0	0	30,616
Sun Country	18,131	18,145	18,933	27,622	31,790	36,952	25,025	11,356	7,539	7,759	9,004	8,986	221,242
Sub-Total	18,131	20,376	24,857	33,713	36,837	43,601	29,699	11,356	7,539	7,759	9,004	8,986	251,858
<u>Domestic Charters</u>													
Misc	224	110	71	74	74	110	74	71	36	147	74	74	1,139
	224	110	71	74	74	110	74	71	36	147	74	74	1,139
<u>International</u>													
Air Canada	3,510	8,113	10,684	11,206	13,917	16,449	16,353	3,115	2,759	2,779	2,737	2,651	94,273
German Airline	1,104	1,473	1,473	2,463	2,053	3,694	3,694	2,874	2,874	2,874	2,463	2,052	29,091
Westjet	3,742	7,164	9,460	9,638	9,210	11,776	10,009	4,531	3,262	3,405	3,377	2,251	77,825
Sub-Total	8,356	16,750	21,617	23,307	25,180	31,919	30,056	10,520	8,895	9,058	8,577	6,954	201,189
TOTAL	448,399	636,468	775,677	863,982	915,934	1,232,262	925,189	609,360	511,913	494,886	455,968	431,069	8,301,107

**Lee County Port Authority
Landed Weight (X1000)
Fiscal Year 2022**

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>TOTAL BUDGET</u>
<u>Signatory Airlines</u>													
American	38,988.5	41,035.0	57,112.3	63,481.9	65,231.0	70,457.9	61,159.0	53,337.5	43,650.0	40,248.5	42,380.0	42,797.0	619,878.6
Delta	53,345.1	66,338.0	90,568.4	108,380.4	96,439.8	160,147.5	123,557.0	97,104.3	77,786.7	73,070.3	71,258.1	60,508.1	1,078,503.7
Frontier	16,374.6	22,511.8	27,022.5	36,916.8	32,401.3	46,122.9	41,409.9	29,002.7	25,593.5	27,679.1	20,500.8	14,405.0	339,940.9
JetBlue	37,057.4	46,400.6	56,140.1	58,812.5	45,855.9	68,131.4	67,872.3	31,843.5	29,870.3	29,708.1	23,505.6	28,075.8	523,273.5
Southwest	72,957.0	106,736.0	91,561.0	105,542.0	87,456.0	166,152.0	114,914.0	95,232.0	71,764.0	68,542.0	60,472.0	54,042.0	1,095,370.0
Spirit Airlines	13,677.5	39,705.2	67,549.5	58,091.7	62,256.2	74,225.1	50,622.4	14,013.7	14,871.2	15,208.6	15,408.1	13,516.5	439,145.7
United	40,593.8	48,617.5	67,218.6	59,261.8	56,013.0	86,118.6	73,921.9	44,087.3	37,130.7	37,587.4	38,245.2	37,973.9	626,769.7
Sub Total	272,993.9	371,344.1	457,172.4	490,487.1	445,653.2	671,355.4	533,456.5	364,621.0	300,666.4	292,044.0	271,769.8	251,318.3	4,722,882.1
<u>Affiliates</u>													
Atlantic Southeast - Delta													0.0
Atlantic Southeast - United													0.0
Endeavor - Delta	2,403.2	3,004.0	225.3	0.0	0.0	0.0	0.0	0.0	751.0	600.8	600.8	1,126.5	8,711.6
Mesa - United	0.0	0.0	0.0	0.0	674.8	1,124.4	749.6	599.7	599.7	674.6	299.8	299.8	5,022.4
Republic - American	749.5	5,246.5	7,120.3	7,195.2	7,570.0	6,745.5	5,996.0	4,497.0	2,623.3	1,499.0	1,499.0	1,499.0	52,240.3
Republic - Delta	749.5	1,499.1	1,124.4	149.9	0.0	0.0	374.8	0.0	374.8	299.8	0.0	299.8	4,872.1
Republic - United	653.6	0.0	1,459.5	2,209.0	1,909.2	1,834.3	894.2	969.2	813.9	816.6	591.7	72.3	12,223.5
SkyWest - United	0.0	0.0	0.0	335.0	670.0	201.0	0.0	0.0	0.0	0.0	0.0	0.0	1,206.0
Sub-Total	4,555.8	9,749.6	9,929.5	9,889.1	10,824.0	9,905.2	8,014.6	6,065.9	5,162.7	3,890.8	2,991.3	3,297.4	84,275.9
<u>Other Scheduled Carriers</u>													
Alaska		1,911.9	5,093.2	5,237.2	4,247.1	5,609.6	3,932.5	0.0	0.0	0.0	0.0	0.0	26,031.5
Sun Country	9,928.0	10,233.5	10,364.8	16,088.5	17,487.2	20,343.0	13,757.2	6,232.7	4,304.2	4,431.0	5,118.1	4,983.1	123,271.3
Sub Total	9,928.0	12,145.4	15,458.0	21,325.7	21,734.3	25,952.6	17,689.7	6,232.7	4,304.2	4,431.0	5,118.1	4,983.1	149,302.8
<u>Domestic Charters</u>													
Misc	188.0	188.0	134.0	121.0	121.0	188.0	121.0	134.0	67.0	242.0	121.0	121.0	1,746.0
Sub Total	188.0	188.0	134.0	121.0	121.0	188.0	121.0	134.0	67.0	242.0	121.0	121.0	1,746.0
<u>International</u>													
Air Canada	2,637.1	6,358.9	7,286.8	7,629.8	10,055.8	10,700.7	10,348.8	2,209.0	1,756.1	1,826.4	1,822.0	1,788.3	64,419.7
German Airline	1,038.0	1,384.0	1,384.0	2,076.0	1,730.0	3,114.0	3,114.0	2,422.0	2,422.0	2,422.0	2,076.0	1,730.0	24,912.0
Westjet	2,401.6	4,949.5	5,663.6	5,784.1	5,922.0	7,058.5	5,973.6	2,755.0	1,962.7	1,928.5	1,919.8	1,273.8	47,592.7
Sub Total	6,076.7	12,692.4	14,334.4	15,489.9	17,707.8	20,873.2	19,436.4	7,386.0	6,140.8	6,176.9	5,817.8	4,792.1	136,924.4
<u>Cargo</u>													
Federal Express	6,987.2	6,876.6	7,802.0	6,678.6	5,211.0	6,754.0	6,678.0	6,370.0	7,604.4	6,568.0	6,876.6	6,370.0	80,776.4
UPS	8,610.0	8,400.0	11,611.5	8,400.0	7,770.0	7,980.0	8,610.0	8,400.0	7,980.0	9,345.9	7,885.5	8,219.5	103,212.4
Western Global	1,474.5	1,966.0	1,966.0	2,457.5	1,474.5	1,474.5	1,474.5	983.0	983.0	983.0	983.0	983.0	17,202.5
Sub Total	17,071.7	17,242.6	21,379.5	17,536.1	14,455.5	16,208.5	16,762.5	15,753.0	16,567.4	16,896.9	15,745.1	15,572.5	201,191.3
Total	310,814.1	423,362.1	518,407.8	554,848.9	510,495.8	744,482.9	595,480.7	400,192.6	332,908.5	323,681.6	301,563.1	280,084.4	5,296,322.5

LCPA Pay Plan

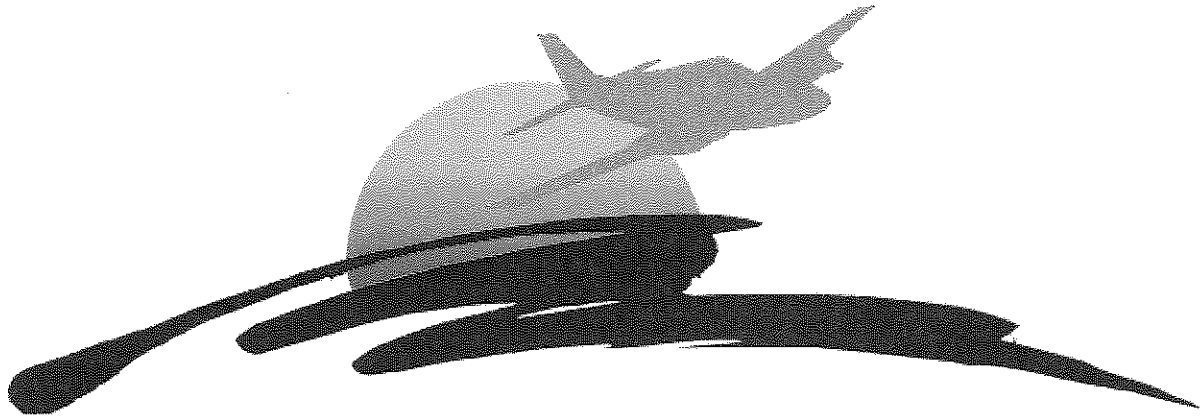
FY 2021/2022



Lee County Port Authority - Pay Plan FY 21-22

PAY GRADE	<u>MINIMUM</u>			<u>MAXIMUM</u>		
	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
Grade 6	13.3678	1,069.42	27,805.00	20.7197	1,657.57	43,097.00
Grade 6-84 HR	13.3678	1,122.89	29,195.00	20.7197	1,740.45	45,252.00
Grade 7	14.3385	1,147.08	29,824.00	22.9411	1,835.29	47,718.00
Grade 7-84 HR	14.3385	1,204.43	31,315.00	22.9411	1,927.06	50,103.00
Grade 8	15.3087	1,224.69	31,842.00	24.4939	1,959.51	50,947.00
Grade 8-84 HR	15.3087	1,285.93	33,434.00	24.4939	2,057.48	53,495.00
Grade 9	16.2794	1,302.35	33,861.00	26.0470	2,083.76	54,178.00
Grade 9-84 HR	16.2794	1,367.47	35,554.00	26.0470	2,187.95	56,887.00
Grade 10	17.2501	1,380.01	35,880.00	27.6002	2,208.02	57,408.00
Grade 10-84 HR	17.2501	1,449.01	37,674.00	27.6002	2,318.42	60,279.00
Grade 11	18.2208	1,457.67	37,899.00	29.1534	2,332.27	60,639.00
Grade 11-84 HR	18.2208	1,530.55	39,794.00	29.1534	2,448.88	63,671.00
Grade 12	19.1916	1,535.33	39,918.00	30.7065	2,456.52	63,870.00
Grade 12-84 HR	19.1916	1,612.09	41,914.00	30.7065	2,579.35	67,063.00
Grade 13	20.1623	1,612.98	41,938.00	32.2597	2,580.77	67,100.00
Grade 14	21.1326	1,690.61	43,956.00	33.8117	2,704.94	70,328.00
Grade 14-84 HR	21.1326	1,775.14	46,154.00	33.8117	2,840.19	73,845.00
Grade 15	22.1038	1,768.30	45,976.00	35.3660	2,829.28	73,561.00
Grade 15-84 HR	22.1038	1,856.72	48,275.00	35.3660	2,970.75	77,239.00
Grade 16	23.0745	1,845.96	47,995.00	36.9192	2,953.53	76,792.00
Grade 16-84 HR	23.0745	1,938.26	50,395.00	36.9192	3,101.21	80,631.00
Grade 17	24.0452	1,923.62	50,014.00	38.4723	3,077.79	80,022.00
Grade 17-84 HR	24.0452	2,019.80	52,515.00	38.4723	3,231.68	84,024.00
Grade 18	25.0159	2,001.28	52,033.00	40.0255	3,202.04	83,253.00
Grade 19	25.9867	2,078.93	54,052.00	41.5787	3,326.29	86,484.00
Grade 19-84 HR	25.9867	2,182.88	56,755.00	41.5787	3,492.61	90,808.00
Grade 20	26.9574	2,156.59	56,071.00	43.1318	3,450.55	89,714.00
Grade 21	28.4131	2,273.04	59,099.00	45.4605	3,636.84	94,558.00
Grade 21-84 HR	28.4131	2,386.70	62,054.00	45.4605	3,818.68	99,286.00
Grade 22	30.3545	2,428.36	63,137.00	48.5668	3,885.35	101,019.00
Grade 23	32.2960	2,583.68	67,176.00	51.6731	4,133.85	107,480.00
Grade 24	34.2374	2,738.99	71,214.00	54.7795	4,382.36	113,941.00
Grade 24-84 HR	34.2374	2,875.94	74,775.00	54.7795	4,601.48	119,638.00

Grade 24-112 HR	24.4553	2,738.99	71,214.00			39.1282	4,382.36	113,941.00
Grade 25	36.1789	2,894.31	75,252.00			57.8858	4,630.86	120,402.00
Grade 25-84 HR	36.1789	3,039.03	79,015.00			57.8858	4,862.41	126,423.00
Grade 26	38.1203	3,049.63	79,290.00			60.9921	4,879.37	126,864.00
Grade 27	40.0618	3,204.94	83,329.00			64.0985	5,127.88	133,325.00
Grade 27-112 HR	28.6155	3,204.94	83,328.00			45.7846	5,127.88	133,325.00
Grade 28	42.0032	3,360.26	87,367.00			67.2048	5,376.38	139,786.00
Grade 29	44.9154	3,593.23	93,424.00			71.8643	5,749.14	149,478.00
Grade 30	48.7983	3,903.87	101,501.00			78.0770	6,246.16	162,400.00
Grade 31	52.6813	4,214.50	109,577.00			84.2896	6,743.17	175,322.00
Grade 32	56.5642	4,525.13	117,653.00			90.5023	7,240.18	188,245.00
Grade 33	60.4471	4,835.77	125,730.00			96.7149	7,737.19	201,167.00



LEE COUNTY PORT AUTHORITY

Page Field

**RATES & FEES
FISCAL YEAR 2021-2022**

OCTOBER 2021

CONTENTS

I.	Introduction.....	3
II.	Aviation Petroleum Products.....	3-6
	A. Standard Pricing	
	1. Avgas – Full-Service	
	2. Avgas – Self-Service	
	3. Jet A	
	4. Aviation Oil and Additives	
	B. Discount Program	
	1. Avgas	
	2. Jet A	
	C. Fuel Storage Facility and Fuel Flowage Fees	
III.	Hangars and Tie-Downs	6-8
	A. Fees	
	B. Discounts	
	C. Aircraft Hangar Wait List	
	D. Lost Key Replacement	
IV.	Itinerant Ramp Service Fees	8
	A. Usage and Fees	
V.	Landing Fees	9
VI.	Other Fees.....	9-10
VII.	Sublease Fees.....	10
VIII.	Buildings and Land	11
	A. Buildings	
	B. Land	
IX.	Late Charges.....	11

I. Introduction

The purpose of this document is to develop and maintain uniform published rates and fees for Page Field and Base Operations customers. Prior to the beginning of each fiscal year, Page Field rates and fees will be approved by the Board of Port Commissioners. Interim changes to these rates and fees may be made by the Executive Director or his designee in the event that such revisions are necessary to respond to significant changes in market conditions or to maintain the airport's competitive market position in the general aviation community.

From time to time it is necessary to provide reasonable fee adjustments to resolve Base Operations customer service issues that may arise during the course of regular business operations. As Base Operations takes great measures to provide nationally consistent services to its customers, there are occasions when it is appropriate to make adjustments to fuel, service or other fees to attain customer satisfaction goals and maintain customer loyalty. In these cases, the Airport Director may deviate from the rates and fees herein following the guidelines established by Operations Instruction 6302, Fee Adjustment Procedures.

II. Aviation Petroleum Products

A. Standard Pricing

The Port Authority has developed various fuel purchase programs to meet the needs of a wide variety of Page Field customers. Each of these programs uses a fixed margin formula. The retail sales price of the fuel product includes the cost of fuel, taxes and the Port Authority's margin, inclusive of the established Fuel Flowage Fee and Fuel Storage Facility Fee. Retail sales prices are subject to change as the cost of fuel changes. The Port Authority's margin is established in Section II A., Aviation Petroleum Products, Standard Pricing. Discounts authorized in Section II B., Discount Program, will reduce the Port Authority's net margins.

1. Avgas – Full-Service

The margin of this product is \$1.15 per gallon. This fee is combined with the product's cost to determine the retail sales price per gallon. As an example, if the Port Authority's cost per gallon is \$3.05 (inclusive of taxes), then the addition of the margin would make the retail sales price \$4.20 per gallon.

2. Avgas – Self-Service

The Port Authority has installed an Avgas self-service fueling system, allowing an alternative low-cost purchase option for this product. The margin of this product is \$0.60 per gallon. The self-service price is \$0.55 below the posted retail price of the day. For example, if the Avgas posted price of the day is \$4.20, then the price of self-service would be \$3.65.

3. Jet A

The margin of this product is \$2.07 per gallon. This fee is combined with the product's cost to determine the retail sales price per gallon. As an example, if the Port Authority's cost per gallon is \$1.95 (inclusive of taxes), then the addition of the margin would make the retail sales price \$4.02 per gallon.

4. Aviation Oil and Additives

Aviation oil products and fuel additives are provided to customers upon request. Base Operations maintains a variety of product lines to meet customer needs. Pricing for these products is detailed below.

Aviation Oil

All types (per quart) will be sold at cost times two (2).

Fuel Additives

Prist (or equivalent) will be sold at \$0.09 per gallon of Jet A, dispensed.

B. Discount Program

The Port Authority has implemented a standardized fuel discount program for both full-service Avgas and Jet A for based and itinerant customers. This discount is consistent with industry standards and recognizes the contribution of our based customers as well as our aeronautical service providers. No discount is offered for the self-service Avgas products.

For the purpose of the discount programs, a based customer is defined as one who has in effect a current building lease, land lease, hangar agreement, or tie-down agreement with the Port Authority. Itinerant customers are those who do not qualify as based customers.

1. Avgas

Itinerant Aircraft Discount

Itinerant aircraft shall be allowed a discount based upon volume. The discount shall be based on the current posted retail price. The discount shall be based upon each fuel delivery and shall not include cumulative fuel deliveries. The following table details this discount program.

1 – 25.9 gallons	No discount
26 – 50.9 gallons	\$0.05 per gallon
51 – 150.9 gallons	\$0.10 per gallon
151 – 500.9 gallons	\$0.15 per gallon
501 gallons and up	\$0.20 per gallon

U.S. Government and other aircraft approved by the Defense Logistics Agency – Energy (DLA-Energy) who pay using the Aviation Into-Plane Reimbursement (AIR) Card will receive the same discount.

Based Aircraft Discount

Based aircraft shall be allowed a discount exclusive of volume. The discount shall be a \$0.25 per gallon reduction in the current posted retail price.

High Volume Discount

To qualify for the high volume discount, customers must have purchased a minimum of 5,000 gallons of Avgas from the Port Authority in the previous fiscal year (October through September). Customers qualifying for this program shall receive a discount of \$0.35 off the current posted retail price.

2. Jet A

Itinerant Aircraft Discount

Itinerant aircraft shall be allowed a discount based upon volume. The discount shall be based on the current retail price (inclusive of taxes). The discount shall be based upon each fuel delivery and shall not include cumulative fuel deliveries. The following table details this discount program.

1 – 100 gallons	No discount
101 – 200 gallons	\$0.05 per gallon
201 – 400 gallons	\$0.10 per gallon
401 – 700 gallons	\$0.15 per gallon
701 – 1,000 gallons	\$0.20 per gallon
1,001 – 2,000 gallons	\$0.25 per gallon
2,001 gallons and up	\$0.40 per gallon

U.S. Government and other aircraft approved by the Defense Logistics Agency – Energy (DLA-Energy) who pay using the Aviation Into-Plane Reimbursement (AIR) Card will receive the same discount but will not be charged the Federal Kerosene and LUST Tax.

Based Aircraft Discount

Based aircraft shall be allowed a discount exclusive of volume. The discount shall be a \$0.52 per gallon reduction in the current posted retail price (inclusive of taxes).

Contract Fuel

The Port Authority participates with the current contracted fuel supplier, Avfuel, in their contract fuel program. All fuel purchases made by the customer on contract fuel are billed directly to the customer by Avfuel. Avfuel reimburses the Port Authority for the cost of fuel as well as the appropriate per gallon into-wing rate. The following table details the established into-wing rates for contract itinerant fuel.

1 – 100 gallons	\$1.80 per gallon
101 – 200 gallons	\$1.75 per gallon
201 – 400 gallons	\$1.70 per gallon
401 – 700 gallons	\$1.65 per gallon
701 – 1,000 gallons	\$1.60 per gallon
1,001 – 2,000 gallons	\$1.55 per gallon
2,001 gallons and up	\$1.10 per gallon

Contract Itinerant High Volume

For itinerant customers to qualify for this rate, they must have purchased a minimum of 17,500 gallons the previous fiscal year (October through September). Customers who achieve this threshold within a fiscal year will be eligible to participate in the program for the remainder of the fiscal year and the following year. Customers qualifying for this program will have an established into-wing rate of \$1.35 regardless of number of gallons per uplift.

Contract Based

Based customers participating in the contract fuel program will have an established into-wing rate of \$1.20 per gallon, regardless of number of gallons per uplift.

C. Fuel Storage Facility and Fuel Flowage Fees

Fuel Storage Facility Fee

A fuel storage facility fee of \$0.20 per gallon is included in all Port Authority fuel pricing programs.

Fuel Flowage Fee

A fuel flowage fee of \$0.30 per gallon is applied to and included in all fuel programs when fuel is purchased directly from Base Operations. Tenant self-fueling programs purchasing fuel from a source other than Base Operations shall be subject to the \$0.30 flowage fee

Tenant self-fueling programs require that the operator obtain a Lee County Port Authority Self-Fueling Permit. Self-fueling operations are strictly limited to the fueling of tenant-owned or exclusively leased aircraft, using only the tenant's employees and the tenant's equipment.

III. Hangars and Tie-Downs

A. Fees

Aircraft Hangars – Monthly

“A” Hangars:

A-1 through A-8	\$428.00
A-9 through A-28, A-39 through A-68	\$375.00
A-29 through A-38	\$214.00

“B” Hangars:

B-2 through B6, B-9 and B-10	\$219.75
B-8 and B-13	\$140.75
B-21, B-44 and B-46	\$195.75
B-16 through B-18, B-33 through B-35	\$97.50
B-19 and B-20, B-22 through B-25, B-27 through B-32	\$171.00

“F” Hangars:

F-1 through F-4, F-6 through F-13, F-15 through F-21, F-24 through F-36	\$359.00
F-5 and F-14	\$456.00
F-22 and F-23	\$716.00
F-37 through F-44, F-65 through F-68	\$390.00
F-45 through F-64, F-69 through F-78	\$326.00

"U" Hangars:

All "U" Hangars	\$188.00
-----------------	----------

Multi-Storage Hangars – Monthly

Monthly storage fees will be based on size of aircraft to be stored. Aircraft wingspan will be multiplied by nose-to-tail length to determine square footage of footprint, rounded up to the nearest foot, and then multiplied by the appropriate monthly rate. Helicopter footprint will be determined by multiplying the length of the main rotor blades by the length of the body. Rates for the various multi-storage hangars are as follows:

South Side Hangars (D and G)	\$0.55
Base Operations Hangars (M and O)	\$0.70

For tenants with agreements in the Base Operations hangars, fees shall be waived for GPU and towing services.

Multi-Storage Hangar Crew Offices

Office space is available to Part 91 operators who have an existing multi-storage hangar agreement for their aircraft at the monthly rate of \$1.50 per square foot.

Multi-Hangar – Daily

Single/Small Twin/Helicopter	\$63.00
Cabin Class Twin	\$73.50
Very Light Jet (VLJ)	\$81.25
Light Jet/Turboprop	\$89.25
Mid-Size Jet	\$105.85
Super Mid-Size Jet	\$154.55
Heavy Jet	\$255.00

If, in a calendar month, an aircraft is continuously stored in a multi-storage hangar for a length of time to where the daily rate would exceed the monthly rate, then the monthly rate may be charged.

Tie-Downs – Monthly

North, South, Southeast, Southwest and "L" Ramps	\$33.00
Commercial	\$44.00

B. Discounts

Hangar and tie-down fees paid for a one-year period in advance will be entitled to a 5 percent discount. However, any prepaid rent will not be refunded unless the agreement is terminated by the Port Authority. Prepaid amounts are subject to change for increases in hangar and tie-down rent as determined by the Port Authority.

C. Aircraft Hangar Wait List

Customers who wish to be placed on the aircraft hangar wait list must submit a completed Request for Hangar Space along with a non-refundable deposit of \$50.00.

D. Lost Key Replacement

The Port Authority will charge a \$10.00 fee for each lost key replacement and a \$30.00 fee for replacement of hangar locks.

IV. Itinerant Ramp Fees

A. Usage and Fees

Itinerant aircraft will be charged an itinerant ramp fee dependent on the size of aircraft. The fee is assessed daily and will be waived for up to three consecutive days for those customers purchasing the minimum amount of fuel. Aircraft remaining for more than three days will be charged the appropriate fee regardless of fuel purchase. Fees may be waived for one day for donated humanitarian missions, such as Angel Flight, upon approval of the general aviation director or his/her designee.

Monthly rates are available for Cabin Class Twin and above categories and require a tie-down agreement with minimum three-month term. Due to space limitations on the itinerant ramp, monthly rates for the Single/Small Twin/Helicopter category are only available on the North, South, Southeast, Southwest and "L" ramps.

Aircraft Category

Single/Small Twin/Helicopter Minimum fuel purchase to waive fee	\$10.00/day 10 gallons or top-off
Cabin Class Twin Minimum fuel purchase to waive fee Monthly fee	\$25.00/day 60 gallons or top-off \$250.00
Very Light Jet (VLJ) Minimum fuel purchase to waive fee Monthly fee	\$40.00/day 80 gallons or top-off \$300.00
Light Jet/Turboprop Minimum fuel purchase to waive fee Monthly fee	\$50.00/day 120 gallons or top-off \$350.00
Mid-Size Jet Minimum fuel purchase to waive fee Monthly fee	\$80.00/day 160 gallons or top-off \$400.00
Super Mid-Size Jet Minimum fuel purchase to waive fee Monthly fee	\$120.00/day 250 gallons or top-off \$450.00
Heavy Jet Minimum fuel purchase to waive fee Monthly fee	\$200.00/day 320 gallons or top-off \$500.00

V. Landing Fees

Landing fees are to be collected for commercial aircraft operations. A commercial operator is defined as a person, business, or other entity with or without a contract with the Lee County Port Authority to provide aeronautical services to the public. Landing fees will be charged as follows:

Single/Cabin Class	\$5.00
Turbine	\$10.00
Helicopter	\$8.00

Landing fees do not apply to commercial operators that are based at Page Field and maintain leased or owned facilities such as hangar or office. Flight instructors with an independent flight instructor agreement shall pay landing fees up to a maximum of \$50.00 per month. Flight instructors subject to the landing fee shall be responsible to pay for only the final landing of a multi-landing session.

VI. Other Fees

- A. Catering Fee
A 20% handling fee will be added to catering orders that are ordered by Base Operations staff.
- B. After-Hours Fee
Normal hours of operation are 0600-2200 local. Should a customer require services outside of normal business hours, Base Operations staff will accommodate that request at an hourly rate of \$50.00 without proration.
- C. Air Camping Fee
Air camping fee at approved locations shall be \$10.00 per night in addition to any applicable ramp usage fees. Prior approval from the airport director or designee is required for all aircraft operators.
- D. Self-Service Maintenance Facility Fee
A self-service maintenance facility is provided for hangar and tie-down tenants to perform minor owner maintenance such as oil changes, at no fee. Should a tenant require the services of a specialty mechanic who does not hold an agreement with the Port Authority, the self-service maintenance facility may be used on a limited basis with approval of the airport director or designee at a fee of \$25.00 per half day or \$40.00 per full day. Such approval will be contingent upon the mechanic providing documentation to include proof of liability insurance.
- E. Conference/Seminar Room Fee
Conference and seminar rooms are available for aviation and aircraft-related use for a nominal charge. The conference room is available at an hourly rate of \$35.00 per hour. Use of the seminar room is available in four-hour increments at a rate of \$150.00 per increment. Page Field tenants and Base Operations customers may use either room for business meetings as available without charge.
- F. Aircraft Lavatory Service
Aircraft lavatory service is available at a fee of \$40.00 per lavatory per service, regardless of aircraft type.

G. Aircraft Ground Power Unit (GPU)

An aircraft ground power unit (GPU) is available for aircraft engine start on a complimentary basis on the Base Operations ramp. Extended GPU use on the Base Operations ramp is available at a rate of \$45.00 per hour, or portion thereof, after 30 minutes. If available, a GPU may be requested on other areas of the airport at a rate of \$45.00 per hour, or portion thereof, commencing on GPU startup.

H. Base Operations Facility Usage Fee

Page Field aeronautical operators may choose to use the Base Operations terminal facility in connection with a permitted commercial departure. A commercial departure is defined as a live departure from Base Operations, whereby the operator enplanes their passengers utilizing the Base Operations terminal facility. This fee shall be applied per commercial departure and in addition to applicable ramp fees as established herein.

Base Operations Facility Usage Fee

1 – 2 passengers	\$50.00
3 – 6 passengers	\$75.00
7 or more passengers	\$100.00

I. Washington Reagan National (DCA) Access Standard Security Program (DASSP)
Operators may use Base Operations for originating direct flights to DCA under the DASSP. Such flights are subject to a fee of \$400.00 per aircraft per DASSP flight.

J. Lost/Damaged Grounding Cable Fee

A fee of \$35.00 will be assessed for replacement of any lost or damaged aircraft grounding cable.

K. Aircraft Towing

Aircraft towing is available from Base Operations to the south side of the airfield at a fee of \$50.00 per requested service.

L. Potable Water Service

Aircraft potable water service is available at a fee of \$35.00 per service.

VII. Sublease Fees

Per Part II, Section 4: Subleasing Requirements of the Minimum Standards for Aeronautical Activities for Page Field, allow operators to sublease under certain conditions and approval of the Port Authority.

Sub-lessee fees shall be based on the following schedule and shall be applied to owned, operated, leased or managed aircraft.

Fees Associated with Subleasing

0 – 2 aircraft	\$50.00/month
3 – 5 aircraft	\$100.00/month
6 or more aircraft	\$200.00/month

VIII. Buildings and Land

A. Buildings

The Lee County Port Authority has several buildings that may become available from time to time for either aeronautical services or other business purposes. Lease terms are negotiable and are based on fair market value.

B. Land

The Lee County Port Authority leases unimproved land to those parties interested in providing an aeronautical service or other business service at Page Field. Rental rates for unimproved land are determined through negotiations and a fair market appraisal conducted by the Port Authority's fee appraiser.

IX. Late Charges

All invoices not paid by the required due date shall accrue interest at a rate of 18 percent per annum, unless otherwise provided for in the tenant's or aeronautical provider's lease or use agreement with the Lee County Port Authority.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Authorization to enter into a multi-year agreement with Prodigiq, Inc. for multi module software as a subscription service and support agreement.
2. **FUNDING SOURCE:** General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.503460 Information Technology.
3. **TERM:** Seven Years commencing on execution of agreement
4. **WHAT ACTION ACCOMPLISHES:** Amends and extends the initial agreement to provide continued licensing, storage, ongoing software support and maintenance for critical airport operations software including: operations management, safety management, environment management, gate management, training management, vehicle tracking, fuel training records management and maintenance management capabilities. The agreement sets forth a compensation schedule for each year of the term of the agreement.

5. **CATEGORY:** 14.
Administrative Agenda

6. **ASMC MEETING DATE:** 6/15/2021

7. **BoPC MEETING DATE:** 6/24/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
 NAME Brian McGonagle
 DIV. Administration

10. **BACKGROUND:**

On June 16, 2016, the Lee County Port Authority executed an agreement between the Lee County Port Authority and Prodigiq, Inc. for the purchase, installation and implementation of an operations management software module for Southwest Florida International Airport. The initial term of the agreement was for five years and included ongoing software maintenance and support upon successful implementation of the cloud hosted software.

The airport has since acquired software modules supporting safety management, environment management, gate management, training management, vehicle tracking, fuel training records management and maintenance management

The proposed agreement includes licensing, storage and ensures ongoing maintenance and support of these important software modules. First year costs reflects credits for modules already paid for this year.

Effective October 1, 2020 Florida Statute Section 332.0075(3) (b) states "a governing body must approve, award, or ratify all contracts executed by or on behalf of a commercial service airport in excess of the threshold amount provided in Florida Statute Section 287.017 for CATEGORY FIVE as a separate line item on the agenda and must provide a

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>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

reasonable opportunity for public comment. Such contracts may not be approved, awarded, or ratified as part of a consent agenda". The threshold for category five is \$325,000.

Summary of annual costs:

Module	Cost
Safety Management System	\$18,500
Operations Management System	\$23,200
Environment Management System	\$8,000
Training Management System	\$29,400
Gate Management System	\$45,300
Vehicle Permit Tracking System	\$8,100
Fuel Training Records	\$7,400
Computerized Maintenance Management System	\$16,700
Total Annual Cost	\$156,600

Attachments:

Prodigiq Multimodal Software Agreement

Contract No. _____
Vendor No. _____

LEE COUNTY PORT AUTHORITY
COMPUTER SOFTWARE SERVICE AND SUPPORT AGREEMENT
PRODIGIQ MULTI MODULE SOFTWARE, SERVICE & SUPPORT

THIS COMPUTER SOFTWARE SERVICE AND SUPPORT AGREEMENT (the "Agreement") is entered this 1st day of July, 2021 ("Effective Date"), 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 ProDIGIQ, INC. ("PROVIDER"), a California "S" corporation authorized to do business in the State of Florida whose business address is 26500 West Agoura Road, Suite 102-796, Calabasas, CA 91302, Federal Identification Number 26-2956169. Collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties".

WITNESSETH:

WHEREAS, the Authority entered into a Computer Software Service and Support Agreement ("Contract 7175") with Provider for a Safety Management System ("SMS") and software and cloud service subscription on June 22, 2015 with a term of three (3) years; and

WHEREAS, the Parties agreed to modify Contract 7175 to add a second module to the computer software system for an Operations Management System, and executed a First Amendment and Extension to Contract 7175 dated June 15, 2016 for this purpose; and

WHEREAS, the Authority has separately procured the following additional computer software management modules from Provider: Environmental Management System ("EMS"), Training Management System ("TMS"), Gate Management System ("GMS"), Vehicle Tracking System, Fuel Training Records System, and a Computerized Maintenance Management System ("CMMS") software and cloud service subscription services; and

WHEREAS, the Authority currently utilizes a total of eight (8) modules procured from Provider to support operations at Southwest Florida International Airport ("RSW") and/or Page Field ("FMY"); and

WHEREAS, Provider is willing to continue to provide the services and products required under this Agreement and necessary to support and maintain the eight (8) modules, and states that it is qualified, willing and able to provide the products and

perform all such services required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, the Authority has determined to combine and consolidate the individual purchases under Contract 7175 and other modules described above into one agreement to reduce the administrative burdens and lack of efficiencies associated with managing multiple agreements with Provider; and

WHEREAS, the Authority has issued a single source written determination that consolidation of the eight (8) computer software management modules currently utilized to support operations at RSW and FMY is in the best interests of the Authority; and

WHEREAS, 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 and products to be provided under this Agreement; and

WHEREAS, Provider agrees to provide the services described herein to the Authority in accordance with applicable Florida statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

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

1.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services and/or provide the products set out in Exhibit A attached to this Agreement, entitled "Scope of Services", which is merged into and incorporated by reference as part of this Agreement. Provider agrees to perform in strict accordance with the System Specifications and Scope of Services outlined in Exhibit A and this Agreement.

Provider may commence services as directed by the Authority per purchase order or other appropriate mechanism, unless otherwise set out in Exhibit A or elsewhere in the Agreement.

2.0 TERM

The term of this Agreement begins on the Effective Date and will continue for seven (7) year(s). The Authority will have the option to extend the term of this Agreement, upon consent of Provider and upon the same terms and conditions, including prices, for three (3) additional one (1) year terms. The Authority may exercise each option by giving Provider notice of its intent to renew at least thirty (30) days prior to expiration of the current term.

3.0 DEFINITIONS

- 3.1 Authority - shall mean the Lee County Port Authority and its governing Board of Port Commissioners and all officials and employees.
- 3.2 Provider - shall mean ProDIGIQ, Inc. the entity offering services that shall be legally obligated, responsible, and liable for furnishing and performing any and all of the services, work and materials, including services and/or the work of sub-contractors, as approved, required under the provisions, covenants and terms of this Agreement.
- 3.3 Basic Services - shall mean all services, work, materials and all related technical and administrative activities that are necessary to perform and complete the services described in Exhibit A.
- 3.4 Additional Services - shall mean any Additional Services that the Authority may request from Provider and authorize, in writing, and which are not specifically included in Exhibit A.

4.0 OBLIGATIONS OF PROVIDER

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

- 4.1 Licenses - 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 furnished and performed by Provider.
- 4.2 Qualified Personnel - Provider agrees that when the services to be furnished and performed relate to services which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to supervise all services furnished under this Agreement.
- 4.3 Project Management - The Project Manager for the Authority is the Senior Manager, IT Service Strategy. Provider will designate a Project Manager for Provider in writing within fifteen (15) days of all parties signing this Agreement.
- 4.4 Standards of Professional Service - Provider agrees to furnish and perform all services under this Agreement in accordance with generally accepted standards of practice within Provider's industry and the laws,

statutes, ordinances, codes, rules, regulations, and requirements of any governmental agency that regulates or has jurisdiction over the services to be furnished and/or performed by Provider.

- 4.5 Responsibility to Correct - Provider agrees to be responsible for the quality, timely completion, and the coordination of all services, work and materials furnished and/or performed under this Agreement. Provider shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in work and materials resulting from the negligent act, errors or omissions or intentional misconduct of the Provider or Provider's employees or subcontractors. Neither the Authority's review, approval or acceptance of, nor payment for, as applicable, any part of Provider's services, work and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.
- 4.6 Indemnification - General - Provider agrees to indemnify, hold harmless and, not excluding the Lee County Port Authority's right to participate, defend the Authority and Lee County, Florida, and their respective officers, officials, agents and employees from and against all liabilities, claims, actions, direct and verifiable damages, direct and verifiable losses, and direct verifiable and reasonable expenses, including without limitation reasonable outside attorneys' fees and reasonable costs, (hereinafter referred to collectively as claims) for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Authority and Lee County shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Authority and Lee County, be indemnified by Provider from and against any and all claims. Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, Provider agrees to waive all rights of subrogation against the Authority, its officers, officials, agents and employees for losses arising from the work performed by Provider for the Authority.

Provider understands and agrees that by entering into this Agreement, 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 in section 768.28, Florida Statutes or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

- 4.7 Indemnification - Infringement of Intellectual Property Rights - Provider shall defend, indemnify and hold harmless Authority and Lee County, Florida, and their respective agents and employees, from and against all claims, damages, losses and expenses arising out of or resulting from the claim that any service provided, or deliverable associated with services provided under the contract constitute an infringement or misappropriation of any Intellectual Property Right (including but not limited to copyrights, trademarks, trademark rights, service marks, trade names, patents, patent rights, licenses trade secrets or other proprietary rights not secured by the Provider) of a third party resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished under this Agreement.

Provider shall further be solely responsible for clearing the right to use any patented or copyrighted material in the performance of this Agreement. Provider warrants that any software modified through the services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret from any third party.

In the event of any claim by any third party against the Authority, the Authority shall promptly notify Provider and Provider shall defend any such claim, in the Authority's name, but at Provider's expense or liability, including but not limited to attorney's fees and disbursements arising out of such claim.

- 4.8 Additional Services - Should the Authority request Provider to furnish and perform services under this Agreement which are not specifically set forth in the attached Exhibit(s), and Provider agrees to furnish and perform such Additional Services, those Additional Services shall be confirmed and agreed to in writing by the Parties. Such Additional Services shall constitute a continuation of the services covered under this Agreement and shall be furnished and performed in accordance with the provisions, covenants, and terms as set forth in this Agreement.
- 4.9 Personnel and Supervision - Provider shall furnish supervised, fully trained personnel for all phases of this Agreement. Provider is also fully responsible for the complete and continuous supervision of any subcontractors for the duration of this Agreement, and for all services furnished and/or performed by subcontractor(s).

5.0 COMPENSATION AND METHOD OF PAYMENT

- 5.1 Compensation Schedule - Authority shall pay for Provider's services according to the Compensation Schedule set out in Exhibit B, attached and made part of this Agreement.
- 5.2 Annual Invoice - Provider shall invoice the Authority in advance for the services described in Exhibit B, as provided for herein on the Effective Date and annually thereafter during the term of this Agreement.
- 5.3 Payment Schedule - The Authority shall issue payment to Provider for work authorized under this Agreement within thirty (30) calendar days after receipt of an invoice from Provider that is in an acceptable form.

6.0 NONAPPROPRIATION CLAUSE

- 6.1 The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions and shall limit the Authority's financial responsibility as indicated in Sections 6.2 and 6.3 below.
- 6.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and the Authority's obligations under it shall be extinguished at the end of the fiscal year in which the Lee County Port Authority Board of Port Commissioners fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due, In the event of non-appropriation of funds, the Authority reserves the right to not renew specific modules in its sole discretion. In the event there is a failure to appropriate monies for specific modules, then this Agreement shall remain intact for the remaining modules which are funded.
- 6.3 With the exception of services performed under the change order process, the Authority's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Authority purchase order(s) to Provider.

7.0 PAYMENT WHEN SERVICES ARE TERMINATED

- 7.1 Payment When Services are Suspended - In the event the Authority suspends Provider's services, the Authority will compensate Provider for all authorized work, materials purchases, and/or Additional Services performed prior to the effective date of the suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

7.2 Failure to Perform - Should Provider fail to commence, furnish, 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 reasonable discretion, withhold any or all payments due and owing to Provider solely attributable to the failure to Perform, or draw against the required performance and/or payment guarantees, as applicable, not to exceed the amount of the compensation for the work in dispute, until such time as Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

8.0 INDEPENDENT CONTRACTOR

8.1 Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the Authority and Provider or its employees, agents, subcontractors, successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Provider is acting and performing as an independent contractor, duly authorized to perform acts required of it hereunder, and is not an agent of the Authority.

8.2 The Authority may, at its sole discretion and its sole expense, award any additional work to any third party, or such work may be performed by Authority employees. Provider will be expected to cooperate with any or all contractors who may be performing work in the designated work area.

9.0 SUBCONTRACTS AND ASSIGNMENT

Assignment of this Agreement or performance of any work by a subcontractor shall not be allowed without the prior written consent of the Authority.

10.0 PUBLIC RECORDS EXEMPTIONS

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

Provider further acknowledges that section 119.071 (3), Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of

the Florida Public Records Law. Provider agrees not to divulge building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building.

11.0 CONFIDENTIAL INFORMATION

The Authority and its employees and agents may have access to private and confidential information owned or controlled by Provider relating to equipment, apparatus, programs, software, specifications, drawings, pricing, and other data. Similarly, Provider and its employees and agents may have access to private and confidential information owned or controlled by Authority relating to Authority's operations and its proprietary computer software. Subject to the Authority's obligations under the Florida Public Records law, or except as otherwise required by Florida law, neither party, nor their respective employees, contractors, officers, directors, agents or representatives, shall disclose the other party's confidential information pursuant to Section 12 below. Nothing herein shall limit either party's use or dissemination of information not actually derived from the other party or information, which has been or subsequently is made public by the owner or with the owner's consent.

12.0 NON-DISCLOSURE

All written and oral information and materials including, but not limited to, confidential information as outlined in Section 11.0 above, and any intellectual property ("the Information") disclosed or provided by either party to the other under this Agreement will not be disclosed by the receiving party.

The Information will remain the exclusive property of the disclosing party and will be used by the receiving party only for the purposes permitted by this Agreement.

The receiving party agrees to prevent the unauthorized disclosure, dissemination, use or publication of the Information. Receiving party further agrees that it will cause all employees and agents with access to the Information to comply with these provisions and will be responsible for the acts or omissions of its employees or agents with respect to the Information.

The obligations stated in this section are subject to the Florida Public Records Law, and Provider acknowledges and agrees that the Authority may be required to disclose public records containing information pertaining to the Parties' performance pursuant to Florida law. The Authority will make a good faith effort to contact Provider prior to disclosing any Information.

13.0 DATA SECURITY

Provider must establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Provider may gain access to or be in possession of in providing services under this Agreement. Provider will not attempt to

access, and will not allow its personnel, agents or subcontractors access to Authority data or third party data that is not required for the performances of the services under the Agreement.

Provider will adhere to and abide by the security measures and procedures established by Authority. Security measures will include maintaining appropriate security certifications during the term of the Agreement: either FISMA or FEDRAMP or CSA STAR. If Provider discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Provider will promptly:

- a. Notify Authority of the breach or potential breach; and
- b. If the applicable Authority data or third party data was in Provider's possession, at the time of the breach or potential breach, investigate and cure the breach or potential breach to Authority's satisfaction.

During the term of this Agreement, Authority shall have the right to review any annual security audit of Provider's operations, either for ISO/IEC 27001 certification or as an SSAE 16 SOC2 audit.

14.0 SECURITY VIOLATIONS

Apart from any other indemnification provided by this Agreement, Provider agrees that it will indemnify and hold harmless Authority from and against, and agrees to pay or reimburse Authority for, any fine levied by the United States Federal Aviation Administration (FAA) or the Transportation Security Administration (TSA) against Authority for any violation of federal airport security regulations directly caused by or directly attributable to Provider or its directors, officers, contractors, employees or agents. Provider further agrees that any violations of the Security Plan which result in fines to the Authority by the FAA or the TSA, and which are caused by Provider, its directors, officers, agents, contractors or employees, will be assessable to Provider by Authority, will be deemed to be additional fees and charges and shall be payable to Authority immediately upon invoice.

15.0 TERMINATION

This Agreement may be terminated in full or by module by the Authority at its convenience as follows. If the Authority determines in its sole good faith discretion that one or more modules covered by this Agreement no longer serves its needs, then the Authority may terminate the module(s) with no penalty or additional fees. Provider is entitled to be compensated for all authorized work and/or Additional Services that has been performed by the Provider for the module(s) up to the effective date of termination by the Authority.

This Agreement, in full or by module, may be terminated by the Authority for cause, due to the fault of the Provider, by giving sixty (60) days written notice to

Provider.

The Provider may request this Agreement be terminated by submitting a written notice to the Authority dated not less than ninety (90) calendar days prior to the requested termination date, and shall state the reason for such a request. However, the Authority reserves the right to accept, or not accept, the termination request submitted by the Provider, and no such termination request submitted by Provider will become effective until Provider is notified, in writing, by the Authority of its acceptance.

16.0 INSURANCE

Provider must furnish proof of acceptable insurance. A copy of Provider's current insurance certificate must be submitted to the Authority by the Provider and accepted by the Authority before the effective date of the Agreement. The minimum required insurance coverage is not intended to, and will not in any manner, limit or reduce liabilities and obligations assumed by Provider, its agents, employees, or subcontractors.

Provider will supply evidence of insurance in the following types and limits either through existing policies or by virtue of a specific policy for this agreement, with deductible limits acceptable to the Authority:

16.1 Commercial General Liability Insurance

Provider must carry limits of insurance no less than the following. Limits of liability carried by subcontractors to Provider must be the same as required of Provider.

Premises/Operations Coverage \$100,000

The Authority must be named as an additional insured on the General Liability policy. Provider's insurance will be primary and include a waiver of subrogation, in favor of the Authority.

16.2 Worker's Compensation and Employer's Liability Insurance

Worker's compensation and employer's liability insurance in an amount required by Florida state law. Employers Liability limits of at least the following are required:

Per Employee \$500,000

A waiver of subrogation, in favor of the Authority, is required for this coverage. Certificate will note any exempt employees.

16.3 Professional Liability Insurance

Provider must carry professional liability insurance no less than the following. Limits of liability carried by subcontractors to Provider must be

the same as required by Provider.

Professional Liability - each claim \$1,000,000

If the professional liability insurance required by this Agreement is written on a claims-made basis, Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

16.4 Certificates of Insurance

Provider is required to furnish a properly executed certificate of insurance to the Authority within fifteen (15) days of receipt of the fully executed Agreement. The appointed insurance agent or carrier must be duly licensed to provide coverage and honor claims within Florida. All certificates shall reference the Agreement and evidence and provide for advanced written notice to the Authority prior to the cancellation or material change of any policies.

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 will not be construed as a waiver of Provider's obligation to maintain such insurance. Provider must furnish certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

Provider will be responsible for acts or omissions arising out of the operations of any subcontractor, independent contractor or material supplier providing services or materials at Provider's direction. Provider will furnish the Authority with a list of all subcontractors and independent contractors prior to their beginning work on Authority property or for the benefit of the Authority. Provider must require and ensure that all subcontractors and independent contractors carry insurance as required of the contractor.

17.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Except in the event of a merger or acquisition, or in the assignment to a parent or subsidiary, Provider may not assign or transfer any of its rights, benefits or obligations under the Agreement without prior written approval of the Authority. Provider will 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 Provider's performance of services and work under this Agreement.

18.0 PROVIDER AN INDEPENDENT CONTRACTOR

Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nothing in this Agreement may be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

19.0 F.A.A. NON-DISCRIMINATION CLAUSE

Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it will not discriminate on the basis of race, color, national origin, sex, disability or other protected factor in the performance of this contract. Provider will carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Provider's failure 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 Authority deems appropriate.

20.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

In accordance with Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

21.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents, including but not limited to reports and other records and data relating to the services specifically prepared or developed by Provider for Authority under this Agreement, will be the property of Provider, until Provider has been paid for performing the services and work required to produce such documents. The foregoing notwithstanding, Provider shall be the sole owner of all intellectual property rights in and to the services and software, including, but not limited to copyrights, trademarks and patents, whereby nothing herein this Agreement shall be interpreted as a conveyance, assignment, transfer or sale of any such intellectual property rights to the Authority. Authority is being provided a limited, non-assignable, licenses to use and access Provider's services and software for the duration of the Term.

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

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

22.0 MAINTENANCE OF RECORDS

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. All records and documentation will be retained by Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents will, with at least fifteen (15) days prior written 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 will be conducted only during Provider's normal business hours and at Authority's or other listed agency's sole expense.

23.0 NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement or the incorporated documents will create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

24.0 GOVERNING LAW

This Agreement will 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 will be in the Circuit Court of Lee County, Florida. The prevailing party in any such suit or action will be entitled to recover its reasonable outside attorneys' fees and court costs, including any appeals.

25.0 PROHIBITED INTERESTS

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

26.0 LOBBYING CERTIFICATION

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

If any funds other than federal appropriated funds have been paid by the 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

27.0 COVENANTS AGAINST DISCRIMINATION

27.1 DBE POLICY. It is the policy of the U.S. Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, Provider will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

27.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, and the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the

delay by Authority. This clause applies to both DBE and non-DBE sub consultants.

27.3 INCORPORATION OF PROVISIONS. Provider will include the provisions of paragraphs 27.1 and 27.2 in every subcontract, unless exempt by the above-stated federal regulations or federal directives. Provider will 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.

28.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Provider/Consultant must assure that no person in the United States will 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.

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.

29.0 GENERAL CIVIL RIGHTS CLAUSE

Provider agrees to comply with pertinent federal and state statutes, regulations, executive orders and such rules as are promulgated to ensure that no person will be excluded from participating in any activity conducted with or benefiting from federal assistance on the grounds of race, creed, color, national origin, sex, age, disability or any other protected category.

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

30.0 E-VERIFY CLAUSE

Provider certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. Provider further agrees to provide the Authority with proof of such registration within thirty (30)

days of the date of this Agreement.

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

30.1. All persons employed by Provider during the term of this Agreement.

30.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services or supplies under the Agreement.

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

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

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

31.0 NOTICES AND ADDRESS

31.1 Notices by Provider to Authority B All notices required and/or made pursuant to this Agreement to be given by Provider to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Executive Director

31.2 Notices by Authority to Provider - All notices required and/or made pursuant to this Agreement to be given by the Authority to Provider shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

ProDIGIQ, Inc.
26500 West Agoura Road, Ste. 102-796
Calabasas, CA 91302
Attention: Anita Venkataraman, President

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

32.0 AMENDMENTS AND MODIFICATIONS

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

32.2 Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment. In the event of any conflicts between the requirements, provisions and/or terms of this Agreement and any written Amendment, the latest executed Amendment shall take precedence.

33.0 HEADINGS

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

34.0 TIME

Time is of the essence in the performance of all obligations contained in this Agreement. Provider will respond as outlined in Exhibit C and elsewhere in this Agreement.

35.0 ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits which are all incorporated as part of this Agreement, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters contained in the Agreement.

The remainder of this page has been intentionally left blank

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:**

ProDIGIQ, INC, - PROVIDER

Yashika
Witness

By: Arpit Malaviya
Signature

Michael Dudmurdson
Witness

ARPIT MALAVIYA
Printed Name

SEAL

CEO
Title

ProDIGIQ, Inc.
28500 W. Agoura Road
Suite 102-796
20000 **Calabasas, CA 91302**
Suite 102-796
Calabasas, CA 91302

Exhibit A

SCOPE OF SERVICES

Currently RSW and FMY have, in use, 8 modules from ProDIGIQ to assist with Airport Operations, Safety and Security, Fuel Monitoring, Training, and Maintenance Management. These services include unlimited licensing, data storage, 24/7 technical support, Server Hosting, Advanced Analytics and reporting as well as software updates throughout the life of the contract. A list of the modules and their purposes are provided below.

Safety Management System (RHODES) - RSW

RHODES assists airports with increasing employee, passenger, and tenant safety, as well as FAA, ICAO, and OSHA compliance. Airports can efficiently track hazards, incidents, and accidents in real-time and conduct risk assessments to identify and mitigate risks.

1. Access- available from any internet enabled device via:
 - a. Web portal
 - b. Capability to report a Hazard through a custom widget on the RSW website
 - c. Access control with varying levels of access privileges
 - i. Read and write privileges
 - ii. User vs. administrator privileges
2. Logical process flow for tracking safety issues from initial report, through investigation, to closure
3. Reporting of Hazards, Incidents, Accidents, and Violations
4. Anonymous submission capability
5. Ability to open, track and close investigations
6. User-friendly interface for tracking safety management Incidents and Accidents
7. Ability to include Notes, Findings and Corrective Action in an investigation
8. Automatic email notifications to stakeholders when a safety issue is reported
9. Ability to attach to an Incident or Accident report:
 - a. Images
 - b. Documents
 - c. Videos

10. Ability to update safety issues with multiple investigation findings
11. Implementation of land and airside map to denote location of Hazards, Incidents, Accidents, and Violations
12. Dashboard analytics showing trend analysis of safety issue (customized to RSW preference):
 - a. Advanced heat mapping analytics including differentiation by:
 - i. Hazard, Incident, Accident, or Violation
 - ii. Customized time period
 - b. Weekly/Monthly # of Hazards, Incidents, Accidents, Violations
13. Built-in risk matrix intelligence
 - a. Automatic risk matrix population based on reported safety issues
 - b. Automatic alerting capability whenever a risk level is elevated
14. Advanced and keyword search capability for a wide variety of data-based queries, examples include:
 - a. Reporter
 - b. Location
 - c. Status
15. Advanced reporting capability to generate desired reports
 - a. Standard reports
 - b. Custom reports
16. Repository and tracking of all safety related meetings
 - a. Document Storage for meetings such as attendee roster, etc.
17. In-depth training for RSW SMS trainers
18. Capability to grant temporary access for relevant authorities

Operations Management System (SANTORINI) - RSW

SANTORINI allows airports to manage all aspects of operations, including airfield inspections, daily operations logs, wildlife hazard management, and operations reports. SANTORINI provides real-time actionable data while automating critical 139 and non-139 processes across airport departments, including operations, maintenance, safety, and security.

A. Part 139 and Airport Self Inspection Module (139 Module)

The 139 Module will provide a process at RSW to better manage any safety issues reported in the daily self-inspections and therefore help make RSW safer and more efficient. The 139 Module will track and archive issues reported in daily inspections and concomitant work orders for FAA compliance, airport maintenance and planning purposes.

1. Automation of RSW's Part 139 daily inspection, reflecting RSW's preference of organizing the inspection form
2. Automated Work Order System to support Part 139 Self-Inspection forms
3. Automatic inspector name, date and time stamp of the inspection
4. Automatic email alerts to notify when
 - a. New Inspection has been submitted
 - b. Work Order has been generated
5. Intelligence to carry over unsatisfactory line items from the previous inspection
6. Archiving of all regular and special inspections
7. Map Feature- The user will have the capability to document a discrepancy location on the map that will be attached to 139 work orders.
8. Heat mapping of 139 discrepancies on airfield map
9. Advanced built-in capability to quickly retrieve inspections and work orders
10. Integrated Quick Search and Advanced Search for Inspections and Work Orders
11. Standard and custom reporting features for inspections
12. Standard and custom reporting features for work orders
13. Capability to store and archive work orders created for unsatisfactory items
14. Reporting of daily inspection, in PDF, over a 12-month period
15. Reporting of associated work orders, in PDF, over a 12-month period
16. Access control with varying levels of access privileges
17. Capability to grant read-only or temporary access for relevant authorities such as FAA inspector
18. Unlimited user licenses and unlimited concurrent user licenses
19. Secured access from any computer for reporting daily self-inspection

B. Non – Part 139 Airport Self-Inspection Module

The Non-Part 139 Module will provide a process at RSW to better manage any safety issues reported in the daily self-inspections and therefore help make RSW safer and

more efficient. The 139 Module will track and archive issues reported in daily inspections and concomitant work orders for airport maintenance and planning purposes.

1. Digitization of 8 non-139 inspection forms, including Landside, Perimeter, Terminal, Apron, Concourse B, Concourse C, and Concourse D inspections
2. Automated Work Order System to support non-139 inspection forms
3. Automatic inspector name, date and time stamp of the inspection
4. Automatic email alerts to notify when
 - a. New Inspection has been submitted
 - b. Work Order has been generated
5. Intelligence to carry over unsatisfactory line items from the previous inspection
6. Archiving of all regular and special inspections
7. Map Feature- The user will have the capability to document a discrepancy location on the map that will be attached to work orders.
8. Advanced built-in capability to quickly retrieve inspections and work orders
9. Integrated Quick Search and Advanced Search for Inspections and Work Orders
10. Standard and custom reporting features for inspections
11. Standard and custom reporting features for work orders
12. Capability to store and archive work orders created for unsatisfactory items
13. Reporting of daily inspection, in PDF, over a 12-month period
14. Reporting of associated work orders, in PDF, over a 12-month period
15. Access control with varying levels of access privileges
16. Capability to grant read-only or temporary access
17. Unlimited user licenses and unlimited concurrent user licenses
18. Secured access from any computer for reporting daily self-inspection

C. Wildlife Hazard Management Module (Wildlife Module)

ProDIGIQ's Wildlife Module will provide RSW a process to better manage wildlife hazards. The Wildlife Module will track and archive inspections, incidents, and wildlife sightings in real-time.

1. Automatic time and date stamp of the reporting form
2. Historical tracking of wildlife harassment techniques to gauge effectiveness
3. Drop down boxes featuring specific wildlife selections

4. Wildlife thumbnail pictures to ensure accuracy and minimize confusion
5. Auto filtering of animal type after 3 characters are typed and automatic association with
animal family
6. Map feature with capability to denote area of activity and attach to wildlife report
7. Ability to attach digital photos to wildlife report
8. Access to digital copies of wildlife permits
9. Automatic email alerts to Airport Operations/OpsLog to document when a new report
has been submitted
10. Automated Backup and Archiving
11. Advanced built-in capability to quickly retrieve wildlife reports by date, time, reporter,
keyword, etc.
12. Ability to export all reports to Excel or as PDF
13. Analytics Dashboard showing number of monthly Wildlife sightings
14. Map Feature displaying location of wildlife sightings at RSW
15. Heat Mapping - Ability of displaying wildlife sightings in different colors depending
on
concentration of sightings
 - a. Ability to turn heat “on” or “off” for different species
16. Secured access from any computer for reporting wildlife inspections or incidents
17. Differentiation between tracking and reporting of mammals and birds
18. Integration with the FAA Bird strike website reporting

D. Operations Log Module (OpsLog)

The OpsLog Module will make RSW more efficient and safer by automating/structuring the daily operations log and enhancing/streamlining communications. The OpsLog Module will allow documentation. This module will become the primary documentation and communication solution for of any activities or situations that are noteworthy on airside, landside, or any other airport assets at RSW and will interface seamlessly with the Part 139 Airport Self-Inspection Module, Wildlife Hazard Management Module and the Operations Reporting Module.

1. Integration
 - a. Submitted 139 inspections are automatically noted in the OpsLog Module in real-time

- b. Discrepancies in a 139 inspection which generate a work order are automatically noted in the OpsLog in real-time
- c. NOTAMs automatically noted in the OpsLog in real-time
- d. Real-time Dashboard driven user interface to include:
 - e. Display of who is on shift
 - f. Display of Active NOTAMs
 - g. Bulletin Board- allows temporary posting of information (i.e. John Smith is running late for his shift) that drops off over a pre-determined point in time to minimize need for email communication. Info will be pushed automatically to logged-in users
 - h. Widget shows OPEN “user” tasks
 - i. Widget shows tasks that haven’t been opened/started.
 - j. Scheduled events highlighted in Dash Panel on day of event
- 2. Tasks
 - a. Event Log starts at XX and ends at XX (to be determined by RSW)
 - b. Tasks selectable from a pre-defined list
 - c. Capability to allocate specific tasks to each shift with built-in intelligence to populate appropriate shift tasks based on login time
 - d. Start/Stop stamping of each task
 - e. Unit classification per task
 - f. Field(s) change as required based on task selected
- 3. Event Scheduler- quickly schedule events as necessary
 - a. Select category as required
 - i. Construction activity
 - ii. Customized to RSW’s preferences to allow quick “drop down” selection
 - iii. Ability to manually denote a category that is required/needed
 - b. Select date(s) and time(s) as necessary
- 4. Resource Page- allows quick navigation to commonly used items
 - a. Website link repository
 - b. PDF/file repository
- 5. Setup- Further refine features as needed or required

- a. Task Management
 - i. Lists of all tasks in RSW's use
 - ii. Ability to change/add/delete tasks as needed
 - iii. Ability to add or delete fields per task
 - iv. Ability to classify Department and Shift specific tasks
- b. User
 - i. Can reset password
- 6. Advanced built-in search capability to quickly retrieve information from the operations log via category, staff, day/date/time or keyword
- 7. Automatic daily email distribution of day's operations log
- 8. Archiving of all operations logs
- 9. Reporting of operations log, in PDF or Excel, over a 12-month period.
- 10. Ability to closeout logs end of the year as desired by RSW
- 11. Access control with varying levels of access privileges

E. Operations Reporting Module (Ops Reporting Module)

The Ops Reporting Module will allow easy documentation of RSW's operations reports via any internet enabled device such as tablet or laptop. It allows real-time documentation and dissemination of key RSW forms via a custom designed and intuitive user interface. Operations Reporting Module will incorporate all of RSW's operations forms.

- 1. Central repository of all reports such as:
 - a. Security
 - b. Safety
 - c. Property Damage
 - d. Public Damage
- 2. Automate and disseminate all reports in real time
- 3. Dashboard indicating monthly status of incidents
 - a. Breakdown of reports submitted, in a month, by incident category
- 4. Dashboard displaying last submitted report of each category
 - a. Drill down capability to view more information on newly submitted reports
- 5. Automatic email distribution for all submitted reports to relevant stakeholders
- 6. Automatic time, date and reporter name stamp for each report
- 7. Ability to attach photos to each report

8. Advanced built-in search capability to quickly retrieve information by:
 - a. Report Type
 - b. Reporter
 - c. Day/date/time
 - d. Location
9. Access control with varying levels of access privileges within module
10. Attach map to indicate location of each incident/report
11. Search reports via category, status, submitted by, and keyword

Environment Management System (CYTHERA) - RSW

CYTHERA provides the capability to document and monitor information for Environmental and Sustainability operations at airports, such as energy consumption, waste management, water conservation, stormwater, etc. CYTHERA streamlines management of environmental permits, projects, and compliances with real-time data sharing and automated alerts.

1. Access- available from any internet enabled device
 - a. Unlimited users
 - b. Access control with varying levels of access privileges
 - c. System compatible with PC
 - d. System compatible with Internet Explorer
2. Dashboard/Analytics- Graphical snapshot of Environment Management System
 - a. Quickly see trends and data analytics such as expiring permits and expiring licenses
 - b. Completely Customizable to RSW's preference and requirements
3. Compliance- Scope covers a wide array of environmental organizations
 - a. Environmental Protection Agency
 - b. Army Corps of Engineers
 - c. State of Florida
 - d. FAA
4. Alerts- notification of important deadlines
 - a. Expiring Permits
 - b. Expiring Licenses
 - c. Expiring Certificates
 - d. Renewal of Permits

- e. Renewal of Licenses
- f. Renewal of Certificates
- g. Automatically notify stakeholders of expiring or expired permits, licenses and certificates via email
- h. Configurable email alert capability with definable criteria such as
 - i. Configuration of email groups based on function and staff responsibility
 - ii. Management of frequency and advance notification email for notification features
- 5. Document Storage
 - a. Archiving, storage and retrieval of environmental permits
 - b. Archiving, storage and retrieval of environmental licenses
 - c. Archiving, storage and retrieval of environmental certificates
- 6. Reporting- default and custom reports
 - a. Generate custom report for expiring and expired environmental permits
 - b. Generate custom report for expiring and expired environmental licenses
 - c. Generate custom report for expiring and expired environmental certificates
 - d. Report exporting capability to PDF
 - e. Report exporting capability to Excel

Training Management System (TILOS) - RSW

TILOS is a comprehensive airport training software to create training courses and exams, as well as track its completion for compliance. TILOS includes advanced alerting capabilities to provide airport personnel with advance notice for upcoming, overdue, and expired trainings. Airports can gain advanced insight with dashboard analytics and real-time status of employee training, training compliance discrepancies, and high-level employee training records.

1. Capability to support single sign-on capabilities
2. Ability of integrating with ProDIGIQ's OpsLog to display overdue trainings on dashboard
3. Access- available from any internet enabled device
 - a. Unlimited users
 - i. System users (write only)
 - ii. Supervisor (read and write authorization)
 - iii. System administrator (full access)

- b. Access control with varying levels of access privileges
 - i. Read and write privileges
 - ii. User vs. administrator privileges
- c. Logging of all activities
- 4. Lecture/Training Class Management
 - a. Capability of uploading presentations/slides for training classes
 - b. Ability of assigning due dates for trainings
 - c. Ability of assigning lectures/trainings
 - d. Capability of assigning tests to training classes
- 5. Training Testing Management
 - a. Ability of custom creating each test with various criteria such as:
 - i. Time limit
 - ii. Number of questions
 - iii. Questions' format
 - True or False
 - Brief description answers
 - Multiple Choice
 - Fill in the Blank
 - Other (Customized to RSW's Preference)
 - iv. Passing percentage
 - v. Assign a category to a test
 - b. Capability of attaching images to questions within tests
 - c. Ability of grading tests and tracking test scores
 - d. Capability of storing frequently used or important questions for use in future tests
- 6. Archiving of all training and test records
- 7. Extensive reporting capability
 - a. Capable of reporting training progress of individual staff members
 - b. Reporting capability of upcoming, incomplete and missing training appointments
 - c. Training status by level (i.e., Completed, In-Progress, and Future)

- d. Upcoming appointments (User Defined)
- e. Incomplete or missed appointments (User Defined)
- 8. Dashboard analytics to display categories such as expiring, in-progress, and upcoming training as well as tests taken and percentage of tests passed.
- 9. Centralized repository of all training records
- 10. Advanced search capability with default and customizable search fields
- 11. Matrix depicting required training compliance based on staff or tenant credentials
- 12. Dashboard showing global training compliance for all staff and tenants including past completed, present, in-progress, and future required training
- 13. Dashboard indicating impending deadlines for training compliance of staff and tenants
- 14. Automatic email alert notifying relevant stakeholders of upcoming scheduled staff and tenant training
- 15. Automatic alert notifies stakeholder of incomplete or missing required training

Gate Management System (THERA) - RSW

THERA is a robust and intuitive system for gate assignment, management, and optimization at airports. Airports can use THERA to simulate gate assignment scenarios to establish a schedule that maximizes gate utilization and profitability. THERA supports forecasting and planning with its repository of historical data and extensive reporting capability.

- 1. Ability to plan gate assignments with predetermined flight schedules
- 2. Capability of assigning aircraft to gates depending on demand driven resourcing
 - a. Capability to manage aircraft gate accessibility per model (i.e. 747, 757, 777, A330)
 - b. Capability of reducing aircraft taxiing time and fuel burn
 - c. Ability of improving on-time performance
 - d. Ability for user to simulate gate assignment scenarios before publishing to gate management system
- 3. Creation of initial Gate Assignment Schedule when flight schedules are uploaded
 - a. Capability to upload flight schedules in SIM or XLS format
 - b. Capability to upload schedule with time periods and days of operation and have the system automatically generate the individual flight schedules
 - c. Unassigned flights may be manually assigned gate

- d. Ability of allowing adjustments of the initial Gate Assignment Schedule
- 4. Ability of adjusting Gate Assignment Schedules depending on unexpected changes such as; flight delays, cancelled flights, redirected flights, etc.
 - a. Capability to amend gate assignment schedule in real-time
 - b. Capability to amend gate assignment schedule of recurring flights
 - c. User has capability to manually input unscheduled and/or chartered flights to the system
 - d. Capability to create new gates and modify existing gates (i.e., RON)
- 5. Capability of viewing gate availability and assignments
 - a. Capability to color code airlines for intuitive recognition
 - b. Ability to capture erroneous gate assignments to alert airport staff of:
 - i. Overlapping assignments
 - ii. Duplicate assignments
 - iii. Equipment conflicts
 - c. Ability to customize calendar intervals to user preference
 - d. Capability to add comments/remarks to individual gate assignments
- 6. Implementation of RSW map showing gate information with schedules
- 7. Configurable automatic alerting capabilities
 - a. Capability of alerting airline personnel if flight schedule has not been uploaded
 - b. Ability of alerting airline personnel if changes affect their concourse
 - c. Other (Customized to RSW's Preference)
- 8. Capability of viewing information regarding gate usage by airline
- 9. Ability to create audit trail of gate assignment changes
- 10. Intuitive graphical user interface enables users to learn the system quickly
- 11. Scalable solution that allows for future growth and customization of the system
- 12. Capability of reducing operating costs for RSW by streamlining the gate management scheduling process
- 13. Archiving and automatic backup of all records with secure remote data hosting
- 14. Advanced Standard and Custom reporting capability
 - a. Array of default reports based on selectable criteria

- b. Advanced search allows for retrieval of information
- 15. Unlimited user licenses and unlimited concurrent user licenses
 - a. Ability to grant user access to airline personnel

Vehicle Tracking System - RSW

The Vehicle Tracking System is a robust tool for efficiently tracking permits issued to vehicle operators and the associated vehicles and companies. The System will allow airports to ensure that all companies have valid vehicle permits and are meeting insurance requirements.

1. Central repository of:
 - a. Vehicles
 - b. Permits
 - c. Companies
2. Automatic alert capabilities for:
 - a. Permit renewals
 - b. Expired permits
 - c. Other notifications customized to RSW's needs.
3. Integration with RSW's OpsLog to capture information about newly issued permits and other pertinent information
4. Quick Search and Advanced Search to filter information by various parameters
5. Standard and custom reports with export capability to PDF and XLS format

Fuel Training Records System - RSW

The Fuel Training Records System provides a solution for ensuring compliance with the Part 139.321 regulation requiring that all agents and fuel-line supervisors must complete a fuel fire safety authorized by the FAA and hands-on fire extinguisher training which needs to be completed within 60 days of initial training. The System will track all fuel operations training for relevant airport personnel and automatically alert key personnel about the trainings due to expire soon. RSW administrators will be able to see an overview of the training statuses of all of their employees and send out alerts/notifications to their staff regarding additional upcoming deadlines. RSW's entire fueling training operation will benefit from improved organization and a more structured process when using ProDIGIQ's Fueling Training Tracking System.

1. Ability to track all trainings related to fuel operations
2. Automatic alert capabilities:
 - a. 30, 60, and 90-day alerts to supervisors and line agents who are required to complete their fuel and fire safety training on a 24-month calendar basis to avoid any incomplete trainings

- b. Alerts when a training deadline has passed without a fuel agent or supervisor having satisfactorily completed the training
 - i. Ability to automatically change status from active to expired
- 3. Ability to upload digital copies of all training certificates to the system
- 4. Ability to create reports on the training statuses of RSW's staff to capture critical fuel-training information.

Computerized Maintenance Management System (ANDROS) - FMY

ANDROS provides airports with a process to better manage, track, and analyze maintenance issues reported by airport staff and tenants. ANDROS allows airports to track and archive work orders/work requests while providing invaluable insights on work order/work request information including location, cost, labor hours and historical maintenance.

- 1. Work Order Module
 - a. Work Order Management dash panel shows the status of work orders and work requests such as:
 - i. Number of work orders/requests
 - ii. Oldest work order/request
 - iii. Duration of open work orders and requests
 - b. Automatic time and date stamp of work orders
 - c. Automatic categorization of airfield discrepancies as high priority work orders
 - d. Capability to track airside, landside and terminal work order location
 - i. Capability to denote location of work order from a dropdown menu
 - ii. Dropdown menu with capability to report maintenance conducted on specific pavement areas such as; taxiways, runways and other pavement areas
 - iii. Capability to report maintenance cost, labor hours and location of pavement area maintenance
 - e. Receive work requests and convert to work orders or deny after review by supervisor
 - i. Convert work requests to work orders based on priority
 - ii. Optional capability to integrate a "Work Request" widget into FMY's website to allow tenants to submit work requests

- f. Create budgets for maintenance categories and draw from them for each work order assigned
 - g. Track cost for maintenance jobs assigned to work orders
 - h. Capability to attach the following to each work order:
 - i. Scanned documents
 - ii. Photos
 - i. Automatic email alerts notifying stakeholders when new work orders are created
 - j. Archiving of all work orders and associated records
2. Resourcing Module- Manage personnel for timely action on work orders
 - a. Dash panel shows available pool of maintenance personnel, current allocation of work force, and past allocations based on category (customizable to FMY's preference)
 - b. Show the pool of staff available for maintenance jobs
 - c. Allow the staff to self-assign a job from the open pool
 - d. Supervisors can assign a job to any staff member
 3. Reporting Module-
 - a. Array of default reports and user configurable reports based on selectable criteria
 - b. Customizable search fields allow retrieval of leases by name, key word, type, category, or expiration date.
 - c. Ability to export all work orders and reports in PDF or XLS format
 4. Access control with varying levels of access privileges

F. Asset Management System (PAROS)

PAROS will allow FMY to better manage and track FMY's Assets and Inventory. The system will allow FMY to track historical maintenance information for FMY's Assets as well as adjustments made to FMY's inventory.

1. Archiving of all assets
2. Ability to prepopulate known information about an asset based on unique ID or name
3. Capability of tracking Assets':

- a. Description/Condition
 - b. Supplier
 - c. Model Number/Serial Number
 - d. Location
 - e. Quantity
 - f. Manufacturer
4. Capability of allowing admin level users to create Preventive Maintenance checklists for Assets
 - a. Each checklist has a status bar to show the progress made
 5. Capability to schedule preventive maintenance work orders or request maintenance for assets
 6. Ability to set Reorder and Critical Asset quantity thresholds
 7. Capability of sending out automatic email alerts when
 - a. Preventive Maintenance is Overdue
 - b. Asset quantity has passed the “Reorder” or “Critical” thresholds
 8. Ability to include horizontal and vertical assets
 9. Capability to create asset hierarchies
 10. Capability to attach images and documents to an asset or inventory
 11. Ability of adding documents to an asset or inventory including:
 - a. Diagrams
 - b. Warranties
 - c. Asset manuals
 - d. Vehicle drawing schematics
 - e. Other
 12. Ability to see assets that are “Out of Service”
 13. Archiving of all inventory and parts
 14. Ability to prepopulate known information about inventory based on unique ID or name
 15. Capability of tracking Inventory’s:
 - a. Part Number
 - b. Reorder Threshold/Critical Quantity Threshold

- c. Current Quantity
- d. Units per Box/Container/Package
- e. Commodity Code
- f. Other

16. Advanced Search capabilities by:

- a. Keyword
- b. Name Plate
- c. Model Number
- d. Unique Asset or Inventory ID Number
- e. (Other)

17. Capability to export Inventory information through CSV, Excel or PDF formats

18. Capability to view history of inventory adjustments

19. Ability to add inventory locations and sub locations which can include an asset

20. Capability of sending out automatic email alerts when

- a. Preventive maintenance has been scheduled
- b. Inventory quantity has passed the reorder or critical thresholds

21. Ability to change location or bin location of inventory

22. Ability of automatically alerting airport stakeholders of work orders that have not been updated or closed within a certain timeframe (Customized to FMY's preference)

23. Reporting Capabilities

- a. Array of default reports and user configurable reports based on selectable criteria
- b. Customizable search fields allow retrieval information by key word, Asset ID,
- c. Ability to export all work order and work request reports in PDF or XLS format

24. Unlimited license for FMY's staff to use PAROS

25. Access control with varying levels of access privileges

G. Part 139 Airport Self Inspection Module

1. Automation of FMY's 139 Airport Self-Inspections
2. Automation of FMY's Terminal, Landside, Building and other FMY Inspections

(Up to 10 Inspections)

3. Automated Work Order System to support 139 Self-Inspections
4. Integration between ProDIGIQ's Computerized Maintenance Management System (ANDROS) and the 139 Module
 - a. Capability of automatically creating work orders in ANDROS when discrepancies are noted in Self-Inspections
 - b. Ability to have airfield work orders listed as top priority in ANDROS
 - c. Ability to seamlessly switch from the 139 Module into ANDROS
5. Map Feature- The user will have the capability to document a discrepancy location on the map that will be attached to work orders.
6. Heat mapping of discrepancies on airfield map
7. Email notifications when work order is generated, when work orders are updated, and when work orders are completed.
8. Advanced built-in capability to quickly retrieve inspections and work orders
9. Automatic time and date stamp of the inspection
10. Automatic email alerts to notify when
 - a. New Inspection has been submitted
 - b. Work Order has been generated
11. Intelligence to carry over unsatisfactory line items from the previous inspection
12. Archiving of all regular and special inspections
13. Standard and custom reporting features for inspections
14. Standard and custom reporting features for work orders
15. Integrated Quick Search and Advanced Search for Inspections and Work Orders
16. Capability to store and archive work orders created for unsatisfactory items
17. Reporting of daily inspection, in PDF, over a 12-month period
18. Reporting of associated work orders, in PDF, over a 12-month period
19. Access control with varying levels of access privileges
20. Capability to grant temporary access for relevant authorities
21. Unlimited user licenses for FMY personnel
22. Capability for unlimited concurrent users
23. Secured access from any computer for reporting daily self-inspection

Exhibit B

COMPENSATION SCHEDULE

SERVICE/MODULE	Cost for Year 1	ANNUAL COST FOR Years 2 - 7
Safety Management System (RHODES)- RSW	\$18,500	\$18,500
Operations Management System (SANTORINI) - RSW	\$17,575	\$23,200
Environmental Management System (CYTHERA) - RSW	\$6,050	\$8,000
Training Management System (TILOS) – RSW	\$17,525	\$29,400
Gate Management System (THERA) – RSW	\$34,300	\$45,300
Vehicle Tracking System – RSW	\$6,142.50	\$8,100
Fuel Training Records – RSW	\$5,600	\$7,400
Computerized Maintenance Management System (ANDROS) - FMY	\$12,650	\$16,700
TOTAL	\$118,342.50	\$156,600.00

Exhibit C

RESPONSE REQUIREMENTS BASED ON SEVERITY

Severity	Description	Response	Work Effort
Critical	System is unavailable, resulting in a critical impact on the operation. No workaround is available.	Less than one hour	At least one person working continuously
Serious	The system is available, but its operation is severely restricted. No workaround is available.	Less than two hours	At least one person working continuously
Low to Moderate	System is available with limitations that are not critical to the overall operation. For example a workaround forces a user and/or a systems operator to use a time consuming procedure to operate the system; or removes a nonessential feature.	One business day	Work effort to be mutually agreed by the parties

Exhibit D CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

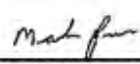
PRODUCER J B N United Insurance Services CA License No. 0G19748 270 Conejo Ridge Ave. Ste 205 Thousand Oaks CA 91361	CONTACT NAME: Maria Porter PHONE (A.C. No. Ext): (805) 418-1788 FAX (A.C. No.): (805) 418-1789
	INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Insurance Company INSURER B: Valley Forge Insurance Company INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:
INSURED ProDIGIO, Inc. 270 Conejo Ridge Ave. Suite 200 Thousand Oaks CA 91361	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ACPBPO3047910912	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any amt percent) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 Hired and Non-Owned \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ACPCA03037910912	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	WCB46374293	07/01/2020	07/01/2021	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C			W1B2F7200601	04/05/2020	04/05/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 10 Days Notice of Cancellation for Non-Payment of Premium, 30 Days All Others
 Proof of Insurance Only!

CERTIFICATE HOLDER Insured Copy	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board 1) award RFB #21-21, Temporary Employment Payroll Services to Employment Solutions of NY, Inc. as the lowest responsive bidder and 2) authorize the Executive Director, or designee, to approve expenditures up to \$100,000 per year for the term of the agreement and 3) authorize the Chair to execute the corresponding Service Provider Agreement.
2. **FUNDING SOURCE:** General Operating Revenues Account WD5423041200.503490
3. **TERM:** Three (3) years with two (2) additional one (1) year renewals
4. **WHAT ACTION ACCOMPLISHES:** Establish an annual agreement for onboarding and payroll services for Temporary Traffic Assistants at Southwest Florida International Airport.

5. **CATEGORY:** 15.
Administrative Agenda

6. **ASMC MEETING DATE:** 6/15/2021

7. **BoPC MEETING DATE:** 6/24/2021

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Aviation

10. **BACKGROUND:**

During the busiest periods of the year, RSW benefits from hiring temporary traffic assistants who provide general vehicular and pedestrian traffic control measures, guidance and responses to passenger's inquiries, assistance with international passengers, pedestrian crosswalk safety measures, curb safety/security monitoring, and other customer-centric duties associated with the safe and secure movement of RSW's patrons. LCPA will be responsible for recruiting; interviewing, selecting, and training all temporary employees selected. The successful bidder will be responsible for onboarding services by performing background screening, drug screening, US Citizenship and Immigration Service Form I-9 screening, and payroll data processing services. Services will be requested on an as-needed basis throughout the year; primarily during peak seasonal time periods.

On March 23, 2021, the Lee County Port Authority advertised RFB #21-21CDE, Temporary Employee Payroll Services for the Lee County Port Authority. The Request for Bids was posted on the Port Authority's website, lonwave.com, and the Airport Minority Advisory Council. On April 13, 2021, the Port Authority received three (3) qualified bids.

Staff recommends the Board award to Employment Solutions of NY, Inc., who successfully met all bid requirements as the lowest, most responsive and responsible bidder. The LCPA established hourly rate for Temporary Traffic Assistants was \$15 per hour and the low bidder proposed a 23% mark-up for services to be provided under this solicitation.

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. Crank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

Services will be authorized on an as-needed basis to assist the LCPA Police Department during the peak passenger season and peak events throughout the year. Services will be authorized by the Executive Director, or designee, not to exceed \$100,000 annually (the Executive Director's authorization level) without further Board approval.

Attachments:

Bid Tabulation Sheet

Master Solicitation RFB

Addendum

Bid Submittal

Draft Service Provider Agreement



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

Receiving and Opening Record

Bid Number: 21-21

Bid Title: Temporary Employee Payrolling Services

Opening Date: APRIL 13, 2021

Opening Time: 2pm

Opened By: Nick Diaz, Sr. Procurement Agent
Amanda Moreland, Coordinator APD, Deputy Chief Robert Taylor, Melissa Wendel,

Witnessed By: Procurement Manager, Natalie Runyan, Employment Solutions

	BIDDER	COST
1	Atrium Payroll Services	Markup: 27.85%; Billing Rate: \$19.18
2	Employment Solutions NY	Markup: 23%; Billing Rate: 18.45
3	Noor Staffing Group, LLC	Markup: 35%; Billing Rate: 20.25
4		
5		
6		
7		
8		
9		
10		



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

REQUEST FOR BIDS (RFB) 21-21CDE

**Temporary Employee Payroll Services
LEE COUNTY PORT AUTHORITY**

DATED: March 23, 2021

PURCHASING OFFICE DESIGNATED CONTACT

Nick Diaz, Senior Procurement Agent
(239) 590-4556; njdiaz@flylepa.com

NON-MANDATORY PRE-BID MEETING
NONE

DEADLINE TO SUBMIT QUESTIONS AND MAKE CLARIFICATION REQUESTS

Thursday, April 1, 2021 by 5:00 p.m.

ELECTRONIC BID SUBMISSION DUE DATE AND TIME

Tuesday, April 13, 2021 before 2:00 p.m. EST

The opening of bids may be viewed through Google Meets

Remote Meeting ID: meet.google.com/aik-tbpx-zbx

Phone Number: (US) +1 513-491-3986 PIN: 415 688 667#

NOTICE OF COMPETITIVE OPPORTUNITY

The Lee County Port Authority (hereafter referred to as the "Authority") invites the submission of electronic bids from all interested and qualified corporations, partnerships and other legal entities authorized to do business in the state of Florida to compete for the opportunity to supply and deliver Temporary Employee Payroll Services as specified in this Request for Bids (RFB). Solicitation documents may be accessed at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the Purchasing Office.

Southwest Florida International Airport (RSW) is an award-winning, medium-hub commercial service airport located in Fort Myers, Florida, with an annual economic impact of more than \$8.4 billion to the region. RSW served more than 10.2 million passengers in 2019 and is one of the top 50 airports in the United States for passenger traffic with 11 airlines currently providing service throughout the United States and Canada. The Florida Department of Transportation recently awarded RSW with the 2020 Commercial Airport of the Year Award, which was the seventh time the airport has received this prestigious award. RSW has been ranked in the top tier of medium-hub airports for traveler satisfaction by J.D. Power and has received numerous other awards and recognition at a local, regional and national level. In addition, RSW is projected to be one of the fastest-growing, non-hub airports during the next 10 years. A new terminal complex with 28 gates and state-of-the-art facilities opened in 2005; however, to remain relevant to the dynamic nature of the customer experience, the airport recently completed a ticket and gate counter modernization project, along with technology enhancements. In the planning stages is a terminal expansion project to consolidate security checkpoints and significantly increase passenger amenities. Other future infrastructure improvements include a new Airport Traffic Control Tower, roadway and airside pavement and rehabilitation projects, as well as a future parallel runway.

PREBID MEETING

A pre-bid meeting is not scheduled for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

Inquiries or requests for clarifications of any information contained in the RFB must be received no later than Thursday, April 1, 2021 by 5:00 p.m. local time. All inquiries, suggestions or requests pertaining to this RFB must be submitted to the designated procurement agent contact on the cover page. This deadline has been established to maintain fair treatment for all potential Bidders, while ensuring an expeditious selection process.

RECEIPT AND OPENING OF BIDS

The Authority is accepting bids submitted electronically in IonWave until **Tuesday, April 13, 2021, before 2:00 p.m., local time.** Bids sent in any manner other than electronically to IonWave will not be accepted. **Hard copies, faxed bids and electronically submitted bids sent directly to the Authority will not be accepted.**

The public is welcome to view the bid opening remotely through Google Meets using the link indicated on the cover page of the RFB. □□□□

Bids must be submitted prior to the deadline for submission of bids. Each Bidder is solely responsible for taking all necessary steps to ensure that its bid is received by the due date and time. The Authority is not responsible for technology problems or any other issues that cause the deadline for receipt of bids to be missed.

Nick Diaz, Senior Procurement Agent
(239) 590-4556
Email: njdiaz@flylcpa.com

Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913-8899

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

PART A
INSTRUCTIONS FOR BIDDERS

The Lee County Port Authority (Authority) invites the submission of bids from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated expertise in providing the services as described in this Request for Bids (RFB). Bidders must meet the minimum qualifications stated herein and comply with the Instructions for Bidders contained in this Part A. The Authority specifically reserves the right to reject any or all bids, to waive technicalities, to make inquiries, and to request additional information from all Bidders, and to select the bid which is, in the Authority's sole discretion, judged to be in the best interest of the Authority.

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

Bids submitted in response to this RFB will be electronically unsealed and read publicly after the time specified for receipt of bids stated in this RFB. The Authority reserves the right to extend this date and time for opening 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 opening of bids remotely through electronic means by using the link to the Google Meets that is provided on the cover page of this RFB.

A.02 ELECTRONIC SUBMISSION OF BIDS

The Authority is accepting electronic bids in IonWave at <https://flylcpa.ionwave.net/Login.aspx>. Submission of bids prior to the deadline is solely and strictly the responsibility of the Bidder. It is the responsibility of the Bidder to take all necessary steps to ensure its bid is received by the due date and time. The Authority Purchasing Office will not be responsible for delays caused by technological issues that may occur or for any other reason. The Bidder is hereby directed to cause submission of its bid prior to the bid opening time. Hard copy or bids sent electronically and directly to the Authority will not be accepted. Faxed bids will not be accepted. Companies must register with IonWave to participate in any Lee County Port Authority solicitation.

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 QUESTION AND CLARAFICATION PERIOD

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

Each Bidder must examine all RFB solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFB documents must be made in writing and sent to the designated Purchasing Agent on or before the deadline for questions and clarification requests. All questions received and responses given will be provided in the form of a written addendum to this RFB. The Authority will not respond to inquiries received after the published deadline.

A.04 ADDENDA

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.

Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others, and Bidders are not entitled to rely upon any such oral statements. 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 Bidder, prior to submitting a bid, to review IonWave to determine if addenda to the RFB were issued and, if issued, to acknowledge and incorporate same into Bidder's bid. All addenda shall become part of the bid documents as if contained in the originally issued solicitation documents.

A.05 ACCESSING SOLCITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, IonWave, to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting IonWave Technologies Vendor Support at 866-277-2645, or by registering at <https://flylcpa.ionwave.net/Login.aspx> or through the electronic link available at the Authority website www.flylcpa.com/purchasing.

A.06 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 and if a site visit is planned and if remote attendance is available. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. A Bidder's failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

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

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

A.07 COST OF PREPARATION

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

A.08 WITHDRAWAL OF BID

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

Negligence on the part of the Bidder in preparing its bid confers no right of withdrawal or modification after the date and time fixed for the public opening.

A.09 AMERICANS WITH DISABILITIES ACT NOTICE

The Authority does 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 contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

A.10 NONDISCRIMINATION

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

A.11 GENERAL CIVIL RIGHTS

The successful Bidder agrees to comply with the nondiscrimination provisions stated above in A.10 as well as other pertinent statutes, regulations, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.12 CALCULATIONS, ERRORS, OMISSIONS

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

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be completed. 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, may be considered irregular. Bidders must fully comply with all requirements of this RFB in its entirety.

Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.13 DIRECT PURCHASE

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

A.14 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

A.15 PUBLIC RECORDS AND DISCLOSURE

Bids and related information and materials received by the Authority are public records under Florida law, and will be subject to public inspection upon the issuance of the Authority's notice of intended decision, 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. If the Authority rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until the Authority provides notice of intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A bid is not exempt for longer than twelve months after the notice of rejection of all bids.

Pursuant to Florida Statute, Section 119.0701, to the extent a successful Bidder is performing services on behalf of the Authority, successful Bidder 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. The Bidder 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 Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the successful Bidder does not transfer the records to the Authority.

Upon completion of the Agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Bidder transfers all public records to the Authority at the completion of the Agreement, the successful Bidder must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Bidder keeps any public records, it must meet

all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

In accordance with Florida Statutes sections 119.071(3) and 331.22, airport security plans or other records relating directly to the physical security or fire safety of a public facility or revealing security or fire safety systems are confidential and exempt from public disclosure. For example, photographs, maps, blueprints, drawings, and similar materials that depict critical airport operating facilities are exempt, as well as building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure, all of which are exempt from disclosure under the provisions cited in this paragraph.

To the extent the law applies to the goods or services to be acquired through this RFB, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

A.16 TRADE SECRETS

As stated above in A.15, all documents, materials, and data submitted as a part of a response to this Request for Bids are governed by the disclosure, exemption and confidentiality provisions relating to public records as outlined in the Chapter 119, Florida Statutes. Under Florida law, designation of an entire bid as "trade secret," "proprietary" or "confidential" is not permitted and may result in a determination that the bid is nonresponsive and therefore the bid will not be evaluated or considered.

Except for material that is considered a "trade secret" as defined by Chapter 812, Florida Statutes, all documents, materials and data submitted as part of a bid in response to this RFB become the property of the Authority.

The Authority does not believe that any of the information by this RFB constitutes a trade secret under Florida law. To the extent Bidder desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, any trade secret material submitted as part of a bid must be segregated from the portions of the bid that are not declared as trade secrets. In addition the Bidder must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret and include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Bidder must provide a copy of its bid that redacts all information designated as trade secret. In conjunction with any trade secret designation, Bidder acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the trade secret claim at any time;
- 2) By submitting a bid, all Bidders 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) After notice from the Authority that a public records request has been made to inspect or copy all or any portion of Bidder's bid, the Bidder, at its sole expense, will be responsible for defending its determination that the submitted material (or portions thereof) constitutes a trade secret under Florida law and is not subject to disclosure. Once the Authority notifies the Bidder that it has received a request to inspect or copy information that is designated a trade secret, the Bidder will take prompt action to respond to the request, but no later than 10 calendar days from the date of notification by the Authority, or Bidder will be deemed to

have waived the trade secret designation of the materials.

Bidder agrees to indemnify, hold harmless and defend the Authority and its officials, employees, agents and representatives from any losses, claims, actions, damages (including attorney's fees and costs) and amounts arising or incurred by the Authority from or related to the designation of trade secrets by the Bidder, including but not limited to actions or claims arising from Authority's nondisclosure of the trade secret materials.

A.17 TAX EXEMPT

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

A.18 RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgment, and 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. The Authority reserves the right to take such actions as it deems necessary in the best interests of the organization.

A.19 AUTOMATIC DISQUALIFICATION

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

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

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

A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 F.S.; or if Bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

A.21 NO LOBBYING

All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, agents, or other representatives 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 intending to submit or have submitted a bid for this project. All Bidders, subcontractors, and any agents must submit individual affidavits with their submissions 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 PROHIBITION WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.22 LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and 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.23 RIGHT TO PROTEST

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

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available at www.flylcpa.com. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.24 FINANCIAL RESPONSIBILITY

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

A.25 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

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

A.26 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

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

A.27 ESTIMATED QUANTITIES

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

A.28 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.

A.29 UNBALANCED BIDS

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

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

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the

Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

A.30 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 presumptively front loaded bids where the Bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.31 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, 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 on a contract; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

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

A.32 BID EVALUATION

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

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 any agreement resulting from this RFB 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.

The recommendation for award of the agreement will be forwarded to the Airports Special Management Committee for review, and then to the Authority Board of Port Commissioners for decision.

A.33 EXECUTION OF AGREEMENT

The successful Bidder will be required to execute and return a service provider or other suitable 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 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, if applicable.

Upon receipt of the agreement properly 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 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 and conditions of the agreement.

Until approval and final execution of the agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise, in the Authority's sole judgment and discretion.

A.34 PAYMENT

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

A.35 E-VERIFY

In accordance with section 448.095(2), Florida Statutes, 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. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Furthermore, the 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 is it contracting has knowingly violated section 448.09(1), Florida Statutes (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), the successful Bidder shall terminate the contract with the subcontractor. Failure to do so will result in termination of the agreement by the Authority.

If the Authority develops a good faith belief that the successful Bidder has knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes (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) the Authority shall terminate this agreement. Pursuant to section 448.095(2)(c)(3), Florida Statutes, termination of the agreement by the Authority under the above circumstances is not a breach of contract and may not be considered as such.

[END OF PART A]

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

PART B
SPECIAL INSTRUCTIONS AND REQUIREMENTS

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

B.01 MINIMUM QUALIFICATIONS

Bidders contracting in a corporate capacity must be registered with the Florida Department of State Division of Corporations as a Florida corporation or other legal business entity in good standing and authorized to conduct business in the State of Florida. No documentation of registration and status is required, as the Authority will verify same with the Division of Corporations.

Further, Bidder must provide evidence that it has been in continuous operation for a minimum of two (2) years prior to the date the bid is due.

B.02 BASIS OF AWARD

The award will be made based on the lowest, responsive and responsible Bidder.

The lowest, responsible Bidder shall mean that Bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

To be responsive, a Bidder shall submit a bid which conforms in all material respects to the requirements set forth in the RFB.

To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

The Authority reserves the right to make such an investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information that the Authority deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance records.

B.03 BID PRICES

All bid prices submitted in response to this solicitation must be fixed, firm net pricing and will remain firm for the initial three (3) year period and for any renewal periods.

B.04 BLANKET PURCHASE ORDER

A blanket purchase order will be generated annually by the Authority and provided to the successful Bidder and the services will be ordered on an as-required basis. Invoices must contain the blanket purchase order number. No services are allowed unless a valid blanket purchase order exists.

B.05 TERM OF SERVICE PROVIDER AGREEMENT

The Authority intends to enter into a Service Provider Agreement with the successful Bidder for an initial term of three (3) years. The agreement will renew automatically beyond the first three year period for an additional one year period, for up to two years. The total contract duration will not exceed 5 years. All pricing, terms and conditions will remain fixed for the entire term of the agreement.

Written notice of intention not to renew must be submitted by the successful Bidder at least ninety (90) calendar days prior to the end of the current contract term.

[END OF PART B]

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

PART C
SCOPE OF SERVICES

C.01 PURPOSE

The Authority seeks Temporary Employee Payroll Services to be provided for approximately 10 to 15 part-time Traffic Assistants on an annual, as-required basis. Services required by this Request for Bids include successfully completing on-boarding tasks and performing payroll service for cleared temporary employees referred to the successful Bidder by the Authority.

Initially, there will be approximately 10 to 15 part-time Traffic Assistants referred to the successful Bidder by the Authority. The number of referrals could increase during prime season (December 15, through April 30,) up to a total of approximately 40 people. It is anticipated the number of employees may fluctuate based on turnover or other operational reasons.

C.02 EMPLOYEE POSITION REQUIREMENTS

Employees will be recruited and selected for hire by the Authority to perform Airport Traffic Assistant services in accordance with the position description attached as Exhibit A. Traffic Assistants will be responsible to ensure safe, convenient, and efficient operation of the passenger loading and unloading areas that are located in the roadway on the curbside of the terminal building. Traffic Assistants are standing for the majority of the day within the crosswalks and on the curb of the terminal building.

Traffic Assistants provide a highly visible customer service to the traveling public. Duties include, but are not limited to: efficient operation of terminal front passenger loading and unloading areas by monitoring and directing vehicular and pedestrian traffic in the roadways and crosswalks; and requesting Law Enforcement assistance for locating drivers of unattended vehicles from the terminal curb as per Airport security/safety regulations at RSW.

Duties will also include monitoring and directing vehicular traffic in the roadways and pedestrian traffic in the crosswalks; directing traffic flow inside of the terminal areas, crosswalks and roadways of the terminal curb; providing assistance and direction, and informing passengers of alternates. The alternates referenced may include, but are not limited to, twenty (20) min free parking, a cell phone lot with free parking, or circling the roadways until the individual(s) being picked up is physically standing on the curb.

C.03 GENERAL SERVICE PROVIDER REQUIREMENTS

The successful Bidder must be available to engage with employees and explain payroll issues or concerns at all times.

The successful Bidder must be able to start new employees on payroll on any day of the week.

The average seasonal traffic assistant works roughly 26 hours each week and will require payroll services for a period of approximately up to six months.

The successful Bidder will be required to carry insurance in the types and with the limits indicated in Section D.

Persons employed by the successful Bidder in the performance of services pursuant to this bid will not be considered employees of the Authority, shall be independent thereof and shall have no claim against the Authority as to pension, worker's compensation, unemployment compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law or by the Authority to its officers and employees.

C.04 ON-BOARDING PROCESS

The successful Bidder is required to conduct the on-boarding process within time frames established by the Authority. The successful Bidder will perform the following tasks in accordance with the requirements stated herein and will meet the Authority's goals and objectives which include, but are not limited to, the following:

- a. **ENROLLMENT:** Enroll all applicants referred to the successful Bidder by the Authority.
- b. **DRUG TEST:** Arrange to have drug testing which includes a minimum of a five (5) panel test for each referred applicant. Proof of drug testing and drug test results must be available within 48 hours of the test and prior to starting any potential employee.
- c. **CRIMINAL BACKGROUND CHECK:** Arrange to have a criminal background investigation for each referred applicant for the last seven (7) years of all criminal, misdemeanor, high and low courts in all provided counties of residence provided by the applicant. Provide pass and fail results of national criminal background screening within 48 hours of receipt and prior to starting any potential employee.
- d. **I-9 VERIFICATION:** Perform I-9 verification for each referred applicant.
- e. **E-VERIFY:** Conduct E-Verify screening through the Department of Homeland Security's E-Verify System for each referred applicant.

C.05 TRAFFIC ASSISTANT COMPENSATION

The successful Bidder will pay Traffic Assistants \$15.00 per hour worked.

C.06 PRICING AND INVOICING

The successful Bidder will be compensated as follows for services rendered on an hourly basis and will be reimbursed at cost for background and drug screening performed for each referred candidate.

- a. **Hourly rate:** The successful Bidder will be compensated at the accepted billing rate. The billing rate is the product of the hourly employee wage rate (\$15.00) multiplied by the agreed-upon percentage mark-up rate. The billing rate is subject to change during the term of the agreement, in the Authority's sole discretion.
- b. **Mark-Up:** Mark-up rate is the percentage mark-up to account for all costs to

provide the services described herein.

- c. **Payroll Service Invoice:** The successful Bidder will submit an invoice for payroll services rendered over the prior month by the tenth (10th) of the month following the month such services were furnished and performed.

The successful Bidder's invoice shall be supported by a weekly summary of hours worked report to be provided by the Authority along with payroll documentation.

- d. **Drug Testing & Background Invoice:** Under a separate invoice, submit the total cost of all drug testing and all background investigations performed for the preceding month to the Authority.

The successful Bidder's invoice must contain, or have attached as supporting documentation, the following:

- 1) an itemization identifying all applicants that have received drug testing and have had background investigations performed.
- 2) a copy of the invoice from both the drug testing and the background screening providers.

Upon receipt of all required documentation, the Authority will reimburse the successful Bidder the amount of the drug screening provider invoice and the background screening invoice at cost.

C.07 TRANSITIONING

The Authority is currently contracted with a provider to provide the services referenced herein. In the event this results in a change in providers, the Authority anticipates the transition of approximately five (5) to fifteen (15) existing Traffic Assistants in the event of a service provider change.

The Authority will provide the successful Bidder with a list of existing traffic assistants approved to transition. The successful Bidder is required to organize a transition event to accommodate the enrollment and processing, including I-9 verification, of all approved existing traffic assistants. The event must occur at RSW and must be coordinated with the Authority.

Existing traffic assistants approved by the Authority to transition will not be required to repeat the background check or drug screen requirement.

All transitioning activities must be complete within five (5) business days from receipt of the Authority approved list of individuals cleared to transition.

[END OF PART C]

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

PART D
INSURANCE AND INDEMNIFICATION

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

No agreement will be approved or entered into pursuant to this Request for Bids until all insurance coverage(s) indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Bidder. The successful Bidder must obtain and submit to the Purchasing Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the following minimum amounts of insurance on a standard ACORD form. The insurance provided 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, including premises, operations, airside automobile, bodily injury, personal injury, property damage, and contractual liability, with a minimum combined single limit of \$1 million, and products-completed operations, with a minimum limit of \$2 million aggregate. Coverage must include the following: All premises and operations, products-completed operations, independent contractors, separation of insured, defense and contractual liability.

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 a combined single limit 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.

The successful Bidder must resolve all claims arising out of any incident or accident during the performance of the "work" or operations performed that involve property damage and/or injury.

Additional Insured

The 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 Bidder 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, the successful Bidder will furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the successful Bidder's ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida. Please send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com.

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

Policy on Request

If requested in writing by the Authority, the successful Bidder will provide the Authority with a certified copy of all applicable insurance policies required by this RFB and any agreement entered into with the Authority.

Change in coverage

The successful Bidder is required to provide a minimum of thirty (30) days written notice to the Authority Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage required herein. All such notices will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL, 33913. If the successful Bidder fails to provide the requisite notice, the Authority may terminate any agreement(s) 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 defend, indemnify, and hold harmless Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the successful Bidder, or anyone performing any act required in connection with performance of any Agreement awarded pursuant to this RFB.

The successful Bidder represents that it knows of no allegations, claims, or threatened claims that the services, materials, or information that it proposes to be provided to the Authority under this

RFB infringe any patent, copyright, or other proprietary right. The successful Bidder will defend, indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives of, from and against all losses, claims, damages, liabilities, costs, expenses and amounts arising out of or in connection with an assertion that any Bidder's services, materials or information to be provided or the use therefore, infringe any patent, copyright or other proprietary right of any third party.

The successful Bidder's obligations to defend, indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives, as stated in this section, will apply and extend to the performance of any services by Bidder to the Authority as contained in the bid and any negotiated agreement(s), and these obligations survive termination or the completion of the services contracted for, whether partially or fully performed.

Bid Guaranty and Bond Requirements

Bidders must submit a bid bond, certified check, or cashier's check payable to the Lee County Port Authority Board of Port Commissioners with their bid and in a dollar amount representing not less than five percent (5%) of the total amount bid.

The Bidder will upload the bid bond on IonWave to accompany their electronic bid submission and then deliver the original, signed and sealed bid bond within five (5) business days from the bid submission date. A bid security in the form of a cashier's check must be an original document. Bidder should plan in advance to send original bid bond via United States Postal Service or other freight carrier to ensure cashier's check arrives on or before deadline described above.

- a. Deliver via United States Postal Service or other freight carrier to Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913
- b. Include company name, bid number, and title clearly indicated outside of the envelope.

The following performance and payment guarantees are required if checked:

Performance Guarantee: *If checked*, a performance guarantee or security deposit in the amount of \$25,000 must be presented by the successful Bidder to the Authority within ten days of issuance by the Authority of the written notice of intent to award the Agreement.

The purpose of the performance guarantee is to serve as a security deposit for the full and faithful performance by the awarded Lessee of all terms, covenants, and conditions of the Agreement including but not limited to the rentals, fees and charges to be paid, throughout the term of the Agreement, including any renewal periods thereof.

The performance guarantee must be issued by a surety acceptable to the Authority, or may be submitted in the form of an irrevocable letter of credit in favor of the Authority guaranteeing full and satisfactory performance.

The performance guarantee will remain in full force and effect for the entire term of the Agreement, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Agreement.

[END OF PART D]

PART E – FORMS

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

FORM 1: BIDDER'S CERTIFICATION

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

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

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

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

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

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

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER / FAX NUMBER
_____ FEDERAL IDENTIFICATION #	_____ EMAIL ADDRESS

Notary Public – State of _____
County of _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 20__.

Personally known _____ or produced identification _____
(Type of identification) _____

Printed typed or stamped commissioned name of Notary Public

FORM 2: OFFICIAL BID FORM

BID NO. RFB 21-21CDE

BIDDER'S NAME: _____

RECEIVING DATE: **TUESDAY, APRIL 13, 2021**
 PRIOR TO **2:00 P.M. LOCAL TIME**

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

Bids must be submitted electronically in IonWave to be eligible for award. Paper bids are bids emailed directly to Purchasing Office will not be accepted.

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, Instructions to Bidders, Special Instructions and Requirements, Insurance and Indemnification Requirements, Scope of Services, the bid forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the on-demand purchase and delivery of:

TEMPORARY EMPLOYEE PAYROLL SERVICES

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

Submission Format	Traffic Assistant Hourly Rate	Multiplied by (x)	Mark-Up Percentage Rate per Traffic Assistant Employed	Equals (=)	Hourly Billing Rate
Please complete this line "In Numbers"	\$15.00		%		\$
Please complete this line "In Words"	Fifteen Dollars		percent		

FORM 3: LOBBYING AFFIDAVIT

State of: _____

County of: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the agreement required by this Request for Bids 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 Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. section 1352, 49 CFR Part 20 and Lee County Ordinance No. 03-14 relating to lobbying activities.

AFFIANT

The foregoing instrument was acknowledged before me on _____, by _____ (name of person, officer or agent, title of officer or agent), of _____ (Corporation or partnership, if applicable), a _____ (State of incorporation or partnership, if applicable), on behalf of the _____ (Corporation or partnership, if applicable). He/She is personally known to me or produced _____ as identification by means of physical presence or on line notarization.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

(Serial or Commission No.)

NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

FORM 4: 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 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 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public

State of _____

County of _____

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

_____ by means of physical presence or online notarization

who produced the following as identification _____ (Type of identification) or is

personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

FORM 5: SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of submission of its RFB 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 Statutes, that result in Bidder being placed on the Scrutinized Companies that Boycott Israel List, during the term of any contract awarded pursuant to this Request for Bids.

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

_____ by means of physical presence or online notarization

who produced the following as identification _____ (Type of identification) or is

personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

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

Please identify the firm name and physical address below:

_____ (in Lee County, Florida)

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

Please provide the following information:

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

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

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

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

_____ (in Lee County, Florida)

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

Please identify the firm name and physical address below:

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Printed Name

Title

Signature

Notary Public

State of _____

County of _____

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

_____ by means of physical presence or online notarization

who produced the following as identification _____ (Type of identification) or is personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY 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: Senior Procurement Agent by email at cdeiland@flylcpa.com

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: _____



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

ADDENDUM 1

ISSUE DATE: 04/07/2021

Request for Bids (RFB) 21-21CDE

Temporary Employee Payroll Services for Lee County Port Authority

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, CLARIFICATIONS & 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: A guaranty and bond requirements section was not part of the bid last time. Is this something that can be omitted? Guaranty bonds are not typical standard practice when bidding a staffing/payroll contract. The two primary reasons are the services are payroll based so the majority of the spend goes to the employee doing the work not the agency. Second, the variable nature of payroll and staffing would make supplying "no less than 5%" impossible.

Answer: Yes. On page 22, Part D, Insurance and Indemnification, Bid Guaranty and Bond Requirements section, strike the first and second paragraphs in their entirety.

Q2: Are the temporary employees given any equipment that must be returned upon their termination?

Answer: Yes, the Authority provides uniforms and a parking card that must be returned to the Authority at the time of separation.

Q3: Will the temporary employees be driving any vehicles at any time that the bidder's insurance must provide coverage for?

Answer: The temporary employees will not be permitted to drive Authority vehicles.

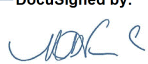
Q4: What was the previous bill rate for this contract?

Answer: Under the existing agreement, which expires May 27, 2021, the total billing rate is \$17.22.

Q5: What was the annual hour usage for this contract for the past three years?

Answer: The annual hourly usage during the term of the existing temporary employee payroll services contract for traffics assistants, effective from January 31, 2020 to May 27, 2021, is 3,217 hours.

REMINDER – Bids are due before 2:00 p.m. on April 13, 2021.

DocuSigned by:
 4/7/2021
FA068A66127C4A5...
Melissa M. Wendel, CPPO, NIGP-CPP
Procurement Manager

cc: Mark A. Trank, Assistant Port Authority Attorney
Amanda Moreland, Police Coordinator
Bob Taylor, Police Sergeant
Shawn Chamberlain, Chief of Police
Nick Diaz, Senior Procurement Agent



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

REQUEST FOR BIDS (RFB) 21-21CDE

**Temporary Employee Payroll Services
LEE COUNTY PORT AUTHORITY**

DATED: March 23, 2021

PURCHASING OFFICE DESIGNATED CONTACT

Nick Diaz, Senior Procurement Agent
(239) 590-4556; njdiaz@flylcpa.com

NON-MANDATORY PRE-BID MEETING

NONE

DEADLINE TO SUBMIT QUESTIONS AND MAKE CLARIFICATION REQUESTS

Thursday, April 1, 2021 by 5:00 p.m.

ELECTRONIC BID SUBMISSION DUE DATE AND TIME

Tuesday, April 13, 2021 before 2:00 p.m. EST

The opening of bids may be viewed through Google Meets

Remote Meeting ID: meet.google.com/aik-tbpx-zbx

Phone Number: (US) +1 513-491-3986 PIN: 415 688 667#

NOTICE OF COMPETITIVE OPPORTUNITY

The Lee County Port Authority (hereafter referred to as the "Authority") invites the submission of electronic bids from all interested and qualified corporations, partnerships and other legal entities authorized to do business in the state of Florida to compete for the opportunity to supply and deliver Temporary Employee Payroll Services as specified in this Request for Bids (RFB). Solicitation documents may be accessed at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the Purchasing Office.

Southwest Florida International Airport (RSW) is an award-winning, medium-hub commercial service airport located in Fort Myers, Florida, with an annual economic impact of more than \$8.4 billion to the region. RSW served more than 10.2 million passengers in 2019 and is one of the top 50 airports in the United States for passenger traffic with 11 airlines currently providing service throughout the United States and Canada. The Florida Department of Transportation recently awarded RSW with the 2020 Commercial Airport of the Year Award, which was the seventh time the airport has received this prestigious award. RSW has been ranked in the top tier of medium-hub airports for traveler satisfaction by J.D. Power and has received numerous other awards and recognition at a local, regional and national level. In addition, RSW is projected to be one of the fastest-growing, non-hub airports during the next 10 years. A new terminal complex with 28 gates and state-of-the-art facilities opened in 2005; however, to remain relevant to the dynamic nature of the customer experience, the airport recently completed a ticket and gate counter modernization project, along with technology enhancements. In the planning stages is a terminal expansion project to consolidate security checkpoints and significantly increase passenger amenities. Other future infrastructure improvements include a new Airport Traffic Control Tower, roadway and airside pavement and rehabilitation projects, as well as a future parallel runway.

PREBID MEETING

A pre-bid meeting is not scheduled for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

Inquiries or requests for clarifications of any information contained in the RFB must be received no later than Thursday, April 1, 2021 by 5:00 p.m. local time. All inquiries, suggestions or requests pertaining to this RFB must be submitted to the designated procurement agent contact on the cover page. This deadline has been established to maintain fair treatment for all potential Bidders, while ensuring an expeditious selection process.

RECEIPT AND OPENING OF BIDS

The Authority is accepting bids submitted electronically in IonWave until **Tuesday, April 13, 2021, before 2:00 p.m., local time.** Bids sent in any manner other than electronically to IonWave will not be accepted. **Hard copies, faxed bids and electronically submitted bids sent directly to the Authority will not be accepted.**

The public is welcome to view the bid opening remotely through Google Meets using the link indicated on the cover page of the RFB.

Bids must be submitted prior to the deadline for submission of bids. Each Bidder is solely responsible for taking all necessary steps to ensure that its bid is received by the due date and time. The Authority is not responsible for technology problems or any other issues that cause the deadline for receipt of bids to be missed.

Nick Diaz, Senior Procurement Agent
(239) 590-4556
Email: njdiaz@flylepa.com

Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913-8899

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

PART A
INSTRUCTIONS FOR BIDDERS

The Lee County Port Authority (Authority) invites the submission of bids from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida with demonstrated expertise in providing the services as described in this Request for Bids (RFB). Bidders must meet the minimum qualifications stated herein and comply with the Instructions for Bidders contained in this Part A. The Authority specifically reserves the right to reject any or all bids, to waive technicalities, to make inquiries, and to request additional information from all Bidders, and to select the bid which is, in the Authority's sole discretion, judged to be in the best interest of the Authority.

A.01 PUBLIC RECEIVING AND OPENING OF BIDS

Bids submitted in response to this RFB will be electronically unsealed and read publicly after the time specified for receipt of bids stated in this RFB. The Authority reserves the right to extend this date and time for opening 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 opening of bids remotely through electronic means by using the link to the Google Meets that is provided on the cover page of this RFB.

A.02 ELECTRONIC SUBMISSION OF BIDS

The Authority is accepting electronic bids in IonWave at <https://flylcpa.ionwave.net/Login.aspx>. Submission of bids prior to the deadline is solely and strictly the responsibility of the Bidder. It is the responsibility of the Bidder to take all necessary steps to ensure its bid is received by the due date and time. The Authority Purchasing Office will not be responsible for delays caused by technological issues that may occur or for any other reason. The Bidder is hereby directed to cause submission of its bid prior to the bid opening time. Hard copy or bids sent electronically and directly to the Authority will not be accepted. Faxed bids will not be accepted. Companies must register with IonWave to participate in any Lee County Port Authority solicitation.

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 QUESTION AND CLARAFICATION PERIOD

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

Each Bidder must examine all RFB solicitation documents and must judge for itself all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFB documents must be made in writing and sent to the designated Purchasing Agent on or before the deadline for questions and clarification requests. All questions received and responses given will be provided in the form of a written addendum to this RFB. The Authority will not respond to inquiries received after the published deadline.

A.04 ADDENDA

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.

Interpretations, corrections or changes made by the Authority to this Request for Bids will be made by written addenda. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others, and Bidders are not entitled to rely upon any such oral statements. 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 Bidder, prior to submitting a bid, to review IonWave to determine if addenda to the RFB were issued and, if issued, to acknowledge and incorporate same into Bidder's bid. All addenda shall become part of the bid documents as if contained in the originally issued solicitation documents.

A.05 ACCESSING SOLCITATION DOCUMENTS AND ADDENDA

The Authority uses a third party provider, IonWave, to distribute solicitation documents including addenda and bid results. Interested parties may register to receive this information free of charge by contacting IonWave Technologies Vendor Support at 866-277-2645, or by registering at <https://flylcpa.ionwave.net/Login.aspx> or through the electronic link available at the Authority website www.flylcpa.com/purchasing.

A.06 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 and if a site visit is planned and if remote attendance is available. While attendance is not required at a pre-bid meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is **mandatory** for pre-bid meetings that are indicated as mandatory on the cover page of this RFB. A Bidder's failure to attend a mandatory pre-bid meeting will result in its bid being considered non-responsive.

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

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

A.07 COST OF PREPARATION

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

A.08 WITHDRAWAL OF BID

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

Negligence on the part of the Bidder in preparing its bid confers no right of withdrawal or modification after the date and time fixed for the public opening.

A.09 AMERICANS WITH DISABILITIES ACT NOTICE

The Authority does 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 contact indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

A.10 NONDISCRIMINATION

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

A.11 GENERAL CIVIL RIGHTS

The successful Bidder agrees to comply with the nondiscrimination provisions stated above in A.10 as well as other pertinent statutes, regulations, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.12 CALCULATIONS, ERRORS, OMISSIONS

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

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be completed. 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, may be considered irregular. Bidders must fully comply with all requirements of this RFB in its entirety.

Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company.

A.13 DIRECT PURCHASE

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

A.14 TERMINATION FOR CONVENIENCE

The Authority may cancel any agreement resulting from this RFB at its discretion upon giving thirty (30) calendar days written notice to the successful Bidder. In addition, the Authority reserves the right during the term of the agreement to terminate the agreement with any single successful Bidder and award the agreement to the next ranking Bidder if deemed to be in the Authority's best interest.

A.15 PUBLIC RECORDS AND DISCLOSURE

Bids and related information and materials received by the Authority are public records under Florida law, and will be subject to public inspection upon the issuance of the Authority's notice of intended decision, 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. If the Authority rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until the Authority provides notice of intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A bid is not exempt for longer than twelve months after the notice of rejection of all bids.

Pursuant to Florida Statute, Section 119.0701, to the extent a successful Bidder is performing services on behalf of the Authority, successful Bidder 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. The Bidder 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 Chapter 119.
- 3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the successful Bidder does not transfer the records to the Authority.

Upon completion of the Agreement, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Bidder transfers all public records to the Authority at the completion of the Agreement, the successful Bidder must destroy any duplicate records that are exempt from public disclosure requirements. If the successful Bidder keeps any public records, it must meet

all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

In accordance with Florida Statutes sections 119.071(3) and 331.22, airport security plans or other records relating directly to the physical security or fire safety of a public facility or revealing security or fire safety systems are confidential and exempt from public disclosure. For example, photographs, maps, blueprints, drawings, and similar materials that depict critical airport operating facilities are exempt, as well as building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure, all of which are exempt from disclosure under the provisions cited in this paragraph.

To the extent the law applies to the goods or services to be acquired through this RFB, Bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

A.16 TRADE SECRETS

As stated above in A.15, all documents, materials, and data submitted as a part of a response to this Request for Bids are governed by the disclosure, exemption and confidentiality provisions relating to public records as outlined in the Chapter 119, Florida Statutes. Under Florida law, designation of an entire bid as “trade secret,” “proprietary” or “confidential” is not permitted and may result in a determination that the bid is nonresponsive and therefore the bid will not be evaluated or considered.

Except for material that is considered a “trade secret” as defined by Chapter 812, Florida Statutes, all documents, materials and data submitted as part of a bid in response to this RFB become the property of the Authority.

The Authority does not believe that any of the information by this RFB constitutes a trade secret under Florida law. To the extent Bidder desires to maintain the confidentiality of any materials that it believes constitute trade secrets pursuant to Florida law, any trade secret material submitted as part of a bid must be segregated from the portions of the bid that are not declared as trade secrets. In addition the Bidder must cite, for each trade secret claimed, the Florida statute number that supports the designation of the information as a trade secret and include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Bidder must provide a copy of its bid that redacts all information designated as trade secret. In conjunction with any trade secret designation, Bidder acknowledges and agrees that:

- 1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the trade secret claim at any time;
- 2) By submitting a bid, all Bidders 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) After notice from the Authority that a public records request has been made to inspect or copy all or any portion of Bidder’s bid, the Bidder, at its sole expense, will be responsible for defending its determination that the submitted material (or portions thereof) constitutes a trade secret under Florida law and is not subject to disclosure. Once the Authority notifies the Bidder that it has received a request to inspect or copy information that is designated a trade secret, the Bidder will take prompt action to respond to the request, but no later than 10 calendar days from the date of notification by the Authority, or Bidder will be deemed to

have waived the trade secret designation of the materials.

Bidder agrees to indemnify, hold harmless and defend the Authority and its officials, employees, agents and representatives from any losses, claims, actions, damages (including attorney's fees and costs) and amounts arising or incurred by the Authority from or related to the designation of trade secrets by the Bidder, including but not limited to actions or claims arising from Authority's nondisclosure of the trade secret materials.

A.17 TAX EXEMPT

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

A.18 RESERVATION OF RIGHTS

The Authority reserves the right to reject any and/or all bids, accept or reject any alternates, waive irregularities and technicalities if it is in the best interest of the Authority, in the Authority's sole judgment, and 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. The Authority reserves the right to take such actions as it deems necessary in the best interests of the organization.

A.19 AUTOMATIC DISQUALIFICATION

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

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

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

A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, Authority will have the option to immediately terminate any agreement, in its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 F.S.; or if Bidder is engaged in business operations in Cuba or Syria; or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

A.21 NO LOBBYING

All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, agents, or other representatives 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 intending to submit or have submitted a bid for this project. All Bidders, subcontractors, and any agents must submit individual affidavits with their submissions 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 PROHIBITION WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR BIDS.

A.22 LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and 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.23 RIGHT TO PROTEST

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

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available at www.flylcpa.com. **Failure to follow the protest procedure requirements within the timeframe established by Lee County Port Authority constitutes a waiver of any protest and resulting claims.**

A.24 FINANCIAL RESPONSIBILITY

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

A.25 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

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

A.26 COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

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

A.27 ESTIMATED QUANTITIES

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

A.28 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.

A.29 UNBALANCED BIDS

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

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

If the Authority determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., that the

Bidder obtained and upon which the Bidder relied to develop its bid. The Authority reserves the right to reject as non-responsive any presumptively unbalanced bid(s) where the Bidder is unable to demonstrate the validity and /or necessity of the unbalanced unit costs.

A.30 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 presumptively front loaded bids where the Bidder is unable to demonstrate the validity and/or necessity of the front loaded costs.

A.31 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, 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 on a contract; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

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

A.32 BID EVALUATION

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

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 any agreement resulting from this RFB 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.

The recommendation for award of the agreement will be forwarded to the Airports Special Management Committee for review, and then to the Authority Board of Port Commissioners for decision.

A.33 EXECUTION OF AGREEMENT

The successful Bidder will be required to execute and return a service provider or other suitable 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 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, if applicable.

Upon receipt of the agreement properly 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 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 and conditions of the agreement.

Until approval and final execution of the agreement, the Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise, in the Authority's sole judgment and discretion.

A.34 PAYMENT

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

A.35 E-VERIFY

In accordance with section 448.095(2), Florida Statutes, 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. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Furthermore, the 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 is it contracting has knowingly violated section 448.09(1), Florida Statutes (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), the successful Bidder shall terminate the contract with the subcontractor. Failure to do so will result in termination of the agreement by the Authority.

If the Authority develops a good faith belief that the successful Bidder has knowingly violated sections 448.09(1) or 448.095(2), Florida Statutes (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) the Authority shall terminate this agreement. Pursuant to section 448.095(2)(c)(3), Florida Statutes, termination of the agreement by the Authority under the above circumstances is not a breach of contract and may not be considered as such.

[END OF PART A]

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

PART B
SPECIAL INSTRUCTIONS AND REQUIREMENTS

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

B.01 MINIMUM QUALIFICATIONS

Bidders contracting in a corporate capacity must be registered with the Florida Department of State Division of Corporations as a Florida corporation or other legal business entity in good standing and authorized to conduct business in the State of Florida. No documentation of registration and status is required, as the Authority will verify same with the Division of Corporations.

Further, Bidder must provide evidence that it has been in continuous operation for a minimum of two (2) years prior to the date the bid is due.

B.02 BASIS OF AWARD

The award will be made based on the lowest, responsive and responsible Bidder.

The lowest, responsible Bidder shall mean that Bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the RFB documents or otherwise required by the Authority.

To be responsive, a Bidder shall submit a bid which conforms in all material respects to the requirements set forth in the RFB.

To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

The Authority reserves the right to make such an investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information that the Authority deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance records.

B.03 BID PRICES

All bid prices submitted in response to this solicitation must be fixed, firm net pricing and will remain firm for the initial three (3) year period and for any renewal periods.

B.04 BLANKET PURCHASE ORDER

A blanket purchase order will be generated annually by the Authority and provided to the successful Bidder and the services will be ordered on an as-required basis. Invoices must contain the blanket purchase order number. No services are allowed unless a valid blanket purchase order exists.

B.05 TERM OF SERVICE PROVIDER AGREEMENT

The Authority intends to enter into a Service Provider Agreement with the successful Bidder for an initial term of three (3) years. The agreement will renew automatically beyond the first three year period for an additional one year period, for up to two years. The total contract duration will not exceed 5 years. All pricing, terms and conditions will remain fixed for the entire term of the agreement.

Written notice of intention not to renew must be submitted by the successful Bidder at least ninety (90) calendar days prior to the end of the current contract term.

[END OF PART B]

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

PART C
SCOPE OF SERVICES

C.01 PURPOSE

The Authority seeks Temporary Employee Payroll Services to be provided for approximately 10 to 15 part-time Traffic Assistants on an annual, as-required basis. Services required by this Request for Bids include successfully completing on-boarding tasks and performing payroll service for cleared temporary employees referred to the successful Bidder by the Authority.

Initially, there will be approximately 10 to 15 part-time Traffic Assistants referred to the successful Bidder by the Authority. The number of referrals could increase during prime season (December 15, through April 30,) up to a total of approximately 40 people. It is anticipated the number of employees may fluctuate based on turnover or other operational reasons.

C.02 EMPLOYEE POSITION REQUIREMENTS

Employees will be recruited and selected for hire by the Authority to perform Airport Traffic Assistant services in accordance with the position description attached as Exhibit A. Traffic Assistants will be responsible to ensure safe, convenient, and efficient operation of the passenger loading and unloading areas that are located in the roadway on the curbside of the terminal building. Traffic Assistants are standing for the majority of the day within the crosswalks and on the curb of the terminal building.

Traffic Assistants provide a highly visible customer service to the traveling public. Duties include, but are not limited to: efficient operation of terminal front passenger loading and unloading areas by monitoring and directing vehicular and pedestrian traffic in the roadways and crosswalks; and requesting Law Enforcement assistance for locating drivers of unattended vehicles from the terminal curb as per Airport security/safety regulations at RSW.

Duties will also include monitoring and directing vehicular traffic in the roadways and pedestrian traffic in the crosswalks; directing traffic flow inside of the terminal areas, crosswalks and roadways of the terminal curb; providing assistance and direction, and informing passengers of alternates. The alternates referenced may include, but are not limited to, twenty (20) min free parking, a cell phone lot with free parking, or circling the roadways until the individual(s) being picked up is physically standing on the curb.

C.03 GENERAL SERVICE PROVIDER REQUIREMENTS

The successful Bidder must be available to engage with employees and explain payroll issues or concerns at all times.

The successful Bidder must be able to start new employees on payroll on any day of the week.

The average seasonal traffic assistant works roughly 26 hours each week and will require payroll services for a period of approximately up to six months.

The successful Bidder will be required to carry insurance in the types and with the limits indicated in Section D.

Persons employed by the successful Bidder in the performance of services pursuant to this bid will not be considered employees of the Authority, shall be independent thereof and shall have no claim against the Authority as to pension, worker's compensation, unemployment compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law or by the Authority to its officers and employees.

C.04 ON-BOARDING PROCESS

The successful Bidder is required to conduct the on-boarding process within time frames established by the Authority. The successful Bidder will perform the following tasks in accordance with the requirements stated herein and will meet the Authority's goals and objectives which include, but are not limited to, the following:

- a. **ENROLLMENT:** Enroll all applicants referred to the successful Bidder by the Authority.
- b. **DRUG TEST:** Arrange to have drug testing which includes a minimum of a five (5) panel test for each referred applicant. Proof of drug testing and drug test results must be available within 48 hours of the test and prior to starting any potential employee.
- c. **CRIMINAL BACKGROUND CHECK:** Arrange to have a criminal background investigation for each referred applicant for the last seven (7) years of all criminal, misdemeanor, high and low courts in all provided counties of residence provided by the applicant. Provide pass and fail results of national criminal background screening within 48 hours of receipt and prior to starting any potential employee.
- d. **I-9 VERIFICATION:** Perform I-9 verification for each referred applicant.
- e. **E-VERIFY:** Conduct E-Verify screening through the Department of Homeland Security's E-Verify System for each referred applicant.

C.05 TRAFFIC ASSISTANT COMPENSATION

The successful Bidder will pay Traffic Assistants \$15.00 per hour worked.

C.06 PRICING AND INVOICING

The successful Bidder will be compensated as follows for services rendered on an hourly basis and will be reimbursed at cost for background and drug screening performed for each referred candidate.

- a. **Hourly rate:** The successful Bidder will be compensated at the accepted billing rate. The billing rate is the product of the hourly employee wage rate (\$15.00) multiplied by the agreed-upon percentage mark-up rate. The billing rate is subject to change during the term of the agreement, in the Authority's sole discretion.
- b. **Mark-Up:** Mark-up rate is the percentage mark-up to account for all costs to

provide the services described herein.

- c. **Payroll Service Invoice:** The successful Bidder will submit an invoice for payroll services rendered over the prior month by the tenth (10th) of the month following the month such services were furnished and performed.

The successful Bidder's invoice shall be supported by a weekly summary of hours worked report to be provided by the Authority along with payroll documentation.

- d. **Drug Testing & Background Invoice:** Under a separate invoice, submit the total cost of all drug testing and all background investigations performed for the preceding month to the Authority.

The successful Bidder's invoice must contain, or have attached as supporting documentation, the following:

- 1) an itemization identifying all applicants that have received drug testing and have had background investigations performed.
- 2) a copy of the invoice from both the drug testing and the background screening providers.

Upon receipt of all required documentation, the Authority will reimburse the successful Bidder the amount of the drug screening provider invoice and the background screening invoice at cost.

C.07 TRANSITIONING

The Authority is currently contracted with a provider to provide the services referenced herein. In the event this results in a change in providers, the Authority anticipates the transition of approximately five (5) to fifteen (15) existing Traffic Assistants in the event of a service provider change.

The Authority will provide the successful Bidder with a list of existing traffic assistants approved to transition. The successful Bidder is required to organize a transition event to accommodate the enrollment and processing, including I-9 verification, of all approved existing traffic assistants. The event must occur at RSW and must be coordinated with the Authority.

Existing traffic assistants approved by the Authority to transition will not be required to repeat the background check or drug screen requirement.

All transitioning activities must be complete within five (5) business days from receipt of the Authority approved list of individuals cleared to transition.

[END OF PART C]

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

PART D
INSURANCE AND INDEMNIFICATION

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

No agreement will be approved or entered into pursuant to this Request for Bids until all insurance coverage(s) indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Bidder. The successful Bidder must obtain and submit to the Purchasing Office within five (5) calendar days from the date the notice of intent to award is issued, proof of the following minimum amounts of insurance on a standard ACORD form. The insurance provided 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, including premises, operations, airside automobile, bodily injury, personal injury, property damage, and contractual liability, with a minimum combined single limit of \$1 million, and products-completed operations, with a minimum limit of \$2 million aggregate. Coverage must include the following: All premises and operations, products-completed operations, independent contractors, separation of insured, defense and contractual liability.

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 a combined single limit 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.

The successful Bidder must resolve all claims arising out of any incident or accident during the performance of the "work" or operations performed that involve property damage and/or injury.

Additional Insured

The 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 Bidder 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, the successful Bidder will furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the successful Bidder's ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida. Please send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com.

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

Policy on Request

If requested in writing by the Authority, the successful Bidder will provide the Authority with a certified copy of all applicable insurance policies required by this RFB and any agreement entered into with the Authority.

Change in coverage

The successful Bidder is required to provide a minimum of thirty (30) days written notice to the Authority Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage required herein. All such notices will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL, 33913. If the successful Bidder fails to provide the requisite notice, the Authority may terminate any agreement(s) 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 defend, indemnify, and hold harmless Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the successful Bidder, or anyone performing any act required in connection with performance of any Agreement awarded pursuant to this RFB.

The successful Bidder represents that it knows of no allegations, claims, or threatened claims that the services, materials, or information that it proposes to be provided to the Authority under this

RFB infringe any patent, copyright, or other proprietary right. The successful Bidder will defend, indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives of, from and against all losses, claims, damages, liabilities, costs, expenses and amounts arising out of or in connection with an assertion that any Bidder's services, materials or information to be provided or the use therefore, infringe any patent, copyright or other proprietary right of any third party.

The successful Bidder's obligations to defend, indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives, as stated in this section, will apply and extend to the performance of any services by Bidder to the Authority as contained in the bid and any negotiated agreement(s), and these obligations survive termination or the completion of the services contracted for, whether partially or fully performed.

Bid Guaranty and Bond Requirements

~~Bidders must submit a bid bond, certified check, or cashier's check payable to the Lee County Port Authority Board of Port Commissioners with their bid and in a dollar amount representing not less than five percent (5%) of the total amount bid.~~

~~The Bidder will upload the bid bond on ienWave to accompany their electronic bid submission and then deliver the original, signed and sealed bid bond within five (5) business days from the bid submission date. A bid security in the form of a cashier's check must be an original document. Bidder should plan in advance to send original bid bond via United States Postal Service or other freight carrier to ensure cashier's check arrives on or before deadline described above.~~

~~Deliver via United States Postal Service or other freight carrier to Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 0671, Fort Myers, Florida 32913.~~

~~Include company name, bid number, and title clearly indicated outside of the envelope.~~

The following performance and payment guarantees are required if checked:

Performance Guarantee: *If checked*, a performance guarantee or security deposit in the amount of \$25,000 must be presented by the successful Bidder to the Authority within ten days of issuance by the Authority of the written notice of intent to award the Agreement.

The purpose of the performance guarantee is to serve as a security deposit for the full and faithful performance by the awarded Lessee of all terms, covenants, and conditions of the Agreement including but not limited to the rentals, fees and charges to be paid, throughout the term of the Agreement, including any renewal periods thereof.

The performance guarantee must be issued by a surety acceptable to the Authority, or may be submitted in the form of an irrevocable letter of credit in favor of the Authority guaranteeing full and satisfactory performance.

The performance guarantee will remain in full force and effect for the entire term of the Agreement, including any renewal periods. Failure to maintain the performance bond is cause for termination of the Agreement.

[END OF PART D]

PART E – FORMS

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

FORM 1: BIDDER'S CERTIFICATION

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

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


Addendum #	<u>1</u>	Date:	<u>04/07/2021</u>	Addendum #	_____	Date:	_____
Addendum #	_____	Date:	_____	Addendum #	_____	Date:	_____

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

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

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

Employment Solutions of NY, Inc 3601 W. Commercial Blvd Suite #12

NAME OF BUSINESS	MAILING ADDRESS
	<u>Fort Lauderdale, FL 33309</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE

<u>Terry Edwy, Regional Manager</u>	<u>954-484-5401</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>20-8734480</u>	<u>terrye@esnyinc.com</u>
FEDERAL IDENTIFICATION #	EMAIL ADDRESS

Notary Public – State of Florida
County of Broward

Sworn to and subscribed before me by means of physical presence or online notarization this 12th day of April, 2021
Personally known or produced identification _____

(Type of identification) _____
Natalie Runyan
Printed typed or stamped commissioned name of Notary Public



FORM 2: OFFICIAL BID FORM

BID NO. RFB 21-21CDE BIDDER'S NAME: Employment Solutions of NY, Inc

RECEIVING DATE: **TUESDAY, APRIL 13, 2021**
 PRIOR TO **2:00 P.M. LOCAL TIME**

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

Bids must be submitted electronically in IonWave to be eligible for award. Paper bids are bids emailed directly to Purchasing Office will not be accepted.

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, Instructions to Bidders, Special Instructions and Requirements, Insurance and Indemnification Requirements, Scope of Services, the bid forms, and other contract documents, and having fulfilled bid requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the on-demand purchase and delivery of:

TEMPORARY EMPLOYEE PAYROLL SERVICES

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

Submission Format	Traffic Assistant Hourly Rate	Multiplied by (x)	Mark-Up Percentage Rate per Traffic Assistant Employed	Equals (=)	Hourly Billing Rate
Please complete this line "In Numbers"	\$15.00		23 %		\$ 18.45
Please complete this line "In Words"	Fifteen Dollars		Twenty-three percent		Eighteen Dollars and Forty-Five Cents

FORM 3: LOBBYING AFFIDAVIT

State of: Florida

County of: Broward

Terry Edwy,
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 Employment Solutions of NY, Inc. (Bidder), maker of the attached bid and that neither the Bidder nor its agents have lobbied to obtain an award of the agreement required by this Request for Bids 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 Bids. The prospective Bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. section 1352, 49 CFR Part 20 and Lee County Ordinance No. 03-14 relating to lobbying activities.

[Signature]
AFFIANT

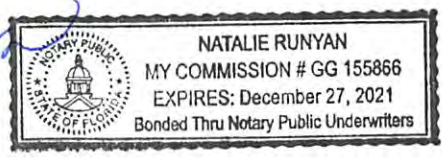
The foregoing instrument was acknowledged before me on April 12, 2021 by Terry Edwy (name of person, officer or agent, title of officer or agent), of Employment Solutions of NY, Inc. (Corporation or partnership, if applicable), a corporation (State of incorporation or partnership, if applicable), on behalf of the corporation (Corporation or partnership, if applicable). He/She is personally known to me or produced as identification by means of physical presence or on line notarization.

[Signature]
Signature of person taking acknowledgment

Terry Edwy
Name typed, printed, or stamped

regional manager
(Title or rank)

GG155866 Natalie Runyan
(Serial or Commission No.)



NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

FORM 4: 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 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 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 Florida

County of Broward

Sworn to and subscribed before me this 12th day of April, 20 21, by

Terry Edwy by means of physical presence or online notarization

who produced the following as identification _____ (Type of identification) or is

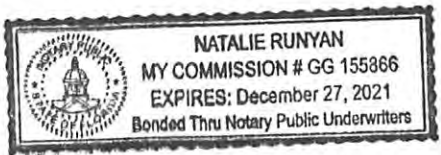
personally known to me. My Commission Expires 12/27/2021.

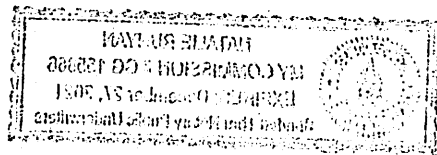
[stamp or seal]

[Signature of Notary Public]

Natalie Runyan

[Typed or printed name]






[Faint, illegible handwritten text]

FORM 5: SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of submission of its RFB 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 Statutes, that result in Bidder being placed on the Scrutinized Companies that Boycott Israel List, during the term of any contract awarded pursuant to this Request for Bids.

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 Florida

County of Broward

Sworn to and subscribed before me this 12th day of April, 2021, by

Terry Edwy by means of physical presence or online notarization

who produced the following as identification _____ (Type of identification) or is

personally known to me. My Commission Expires 12/27/2021.

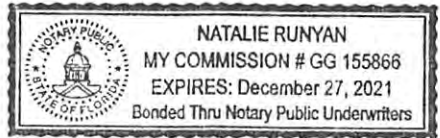
[stamp or seal]



[Signature of Notary Public]

Natalie Runyan

[Typed or printed name]



FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

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

Please identify the firm name and physical address below:

(in Lee County, Florida)

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

Please provide the following information:

Number of employees currently working in Lee County full time = 4

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

<u>Part Time Traffic Assistants</u>	Began in 20 <u>20</u>	Completed in 20 <u>21</u>
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__
_____	Began in 20__	Completed in 20__

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

(in Lee County, Florida)

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

Please identify the firm name and physical address below:

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Terry Edwy

Printed Name
Regional Manager

Title


Signature

Notary Public

State of Florida

County of Broward

Sworn to and subscribed before me this 12th day of April, 2021, by

Terry Edwy by means of physical presence or online notarization

who produced the following as identification _____ (Type of identification) or is

personally known to me. My Commission Expires 12/27/2021

[stamp or seal]


[Signature of Notary Public]

Natalie Runyan
[Typed or printed name]



[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY 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: Senior Procurement Agent by email at cdeiland@flylcpa.com

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: _____



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

ADDENDUM 1

ISSUE DATE: 04/07/2021

Request for Bids (RFB) 21-21CDE

Temporary Employee Payroll Services for Lee County Port Authority

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, CLARIFICATIONS & 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: A guaranty and bond requirements section was not part of the bid last time. Is this something that can be omitted? Guaranty bonds are not typical standard practice when bidding a staffing/payroll contract. The two primary reasons are the services are payroll based so the majority of the spend goes to the employee doing the work not the agency. Second, the variable nature of payroll and staffing would make supplying "no less than 5%" impossible.

Answer: Yes. On page 22, Part D, Insurance and Indemnification, Bid Guaranty and Bond Requirements section, strike the first and second paragraphs in their entirety.

Q2: Are the temporary employees given any equipment that must be returned upon their termination?

Answer: Yes, the Authority provides uniforms and a parking card that must be returned to the Authority at the time of separation.

Q3: Will the temporary employees be driving any vehicles at any time that the bidder's insurance must provide coverage for?

Answer: The temporary employees will not be permitted to drive Authority vehicles.

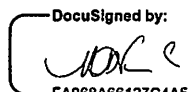
Q4: What was the previous bill rate for this contract?

Answer: Under the existing agreement, which expires May 27, 2021, the total billing rate is \$17.22.

Q5: What was the annual hour usage for this contract for the past three years?

Answer: The annual hourly usage during the term of the existing temporary employee payroll services contract for traffics assistants, effective from January 31, 2020 to May 27, 2021, is 3,217 hours.

REMINDER – Bids are due before 2:00 p.m. on April 13, 2021.

DocuSigned by:
 4/7/2021
FA068A66427C4A6...
Melissa M. Wendel, CPPO, NIGP-CPP
Procurement Manager

cc: Mark A. Trank, Assistant Port Authority Attorney
Amanda Moreland, Police Coordinator
Bob Taylor, Police Sergeant
Shawn Chamberlain, Chief of Police
Nick Diaz, Senior Procurement Agent



EMPLOYMENT SOLUTIONS

THE SOLUTION TO YOUR EMPLOYMENT NEEDS



bmmbnknbbnkbbkxfnkcny

mjjbbbbb

www.EmploymentSolutions-NY.com



1 WHO WE ARE

Employment Solutions is a national recruiting firm with a strong track record of successful placements.

2 RECRUITING

We actively recruit qualified candidates for all of your organization's open positions across major job boards and social media.

3 HIRING

Our flexible hiring options include temporary, temp-to-hire, and permanent placement; to meet your hiring needs.

4 PAYROLL

Weekly payroll processed, compliant with all state and federal regulations.

5 BENEFITS MANAGEMENT

Comprehensive employee benefit program to ensure higher engagement and retention.



WHO WE ARE

Employment Solutions was founded in Elmira, NY in 2006 by Francis Freeman, CEO, and added partners Dan Mori, president; and Michael Lee, CFO in 2007. Starting from humble beginnings in a rural industrial town, Employment Solutions has grown to a national workforce management company, operating in 28 states.

Our tremendous growth can be attributed directly to two areas; first, our people are the best in the industry, and we ensure they receive every training and professional development opportunity to best serve our clients and uphold the Employment Solutions quality standard. Second, at our core, Employment Solutions is a data and process driven organization based on the principles of LEAN, Six Sigma and has also implemented company-wide ISO 9001 compliant standard operating procedures.

Employment Solutions is a company with enviable distinction in various practices such as aggressive recruitment strategy for highly competitive talent as well as a rigorous screening and onboarding process. In the following pages, you will find how we help our clients increase productivity, cut hiring time and costs, manage variable staffing demands, reduce employment risks, minimize downtime, and increase retention.



RECRUITING

Employment Solutions maintains a comprehensive recruiting strategy built on a foundation of a 45,000 vetted candidate database.

PASSIVE RECRUITING



We deploy and maintain a passive recruiting program consisting of posting/promoting jobs on all major and relevant job boards and social media. We also leverage local recruiting resources for sourcing candidates that match client specific job profiles.

ACTIVE RECRUITING



We also deploy an active recruiting program where we identify qualified candidates that match our client job profiles, that are working at other companies. We recruit, screen, and onboard these candidates, and prepare them to place at our clients when needed.



HIRING

Employment Solutions offers multiple options to access our thoroughly screened talent pool to hire the best candidate.

DIRECT PLACEMENT



When our clients need to hire directly, we provide access to our talent pool, and run a specialized recruitment campaign to deliver the best qualified active and passive candidates for our clients to hire directly.

TEMP-TO-HIRE



Our most utilized service allows our clients to bring a new employee on assignment at their location while we manage the payroll and burden during the probationary period. Upon successful completion of the probationary period, our clients are able to hire the employee if they choose.



PAYROLL

Employment Solutions will capture hours worked on a weekly basis and process the payroll of workers assigned to our client location, ensuring compliance with all state and federal payroll regulations and requirements. We will also take responsibility for managing unemployment insurance, workers' compensation insurance, and claims management.

Employment Solutions provides multiple options for time capture and consolidated billing to meet our client needs.

Employees will be paid weekly and will also be given the options of direct deposit to their bank account or utilization of a payroll pay card.



BENEFITS MANAGEMENT

Employment Solutions has the ability to provide a variety of benefits to employees assigned at our client locations.

HEALTH INSURANCE

Eligible employees will be able to participate in an employer sponsored health insurance program that meets Affordable Care Act requirements.

RETIREMENT

Eligible employees will be able to participate in an employer sponsored retirement program.



THE TEAM

Employment Solutions has a high performing team comprised of some of the most talented recruiters in the industry.

Natalie Runyan Branch Manager

Sixteen years in recruiting and onboarding.

Sherril Thomas Staffing Consultant

Six years in recruiting and screening.

Nichole Allen Staffing Consultant

Recruiting and assisting the account managers.



PERFORMANCE

Employment Solutions prides itself on measuring the performance of our work for clients, and we feel the most important metrics are job order fill percentage and time to fill.

JOB ORDER FILL PERCENTAGE

70%

This is the total number of employees placed on assignment at our client locations divided by the total number of employees requested by our clients.

TIME TO FILL

4.15

This is the actual time to fill, in business days, from when we receive an order from our client to when we fill the order with a qualified candidate.

Contract Number _____
Vendor Number 456233

LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

RFB 21-21: TEMPORARY EMPLOYEE PAYROLL SERVICES

THIS AGREEMENT is 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 EMPLOYMENT SOLUTIONS OF NEW YORK, INC., a New York corporation authorized to do business in the State of Florida ("PROVIDER"), whose business address is located at 11 North Main Street, Elmira, NY 14901, Federal Identification Number 20-8734480 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

WITNESSETH

WHEREAS, the Authority desires to contract with Provider for Temporary Employee Payroll Services as specified in Request for Bid (RFB) 21-21 for the Southwest Florida International Airport in Fort Myers, Florida; and,

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

WHEREAS, 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, Provider has been selected to provide the services described below as the result of a competitive selection process by Authority in accord with applicable Florida statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the Parties agree as follows:

1.0 RECITALS

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

2.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services set out in Part C of RFB 21-21, pages 17-19, entitled "Scope of Services", which is merged into and incorporated by reference as part of this Agreement ("Scope of Services"). Provider agrees to perform in strict accordance with the Scope of Services.

No services may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services or elsewhere in RFB 21-21.

3.0 REQUEST FOR BIDS AND PROVIDER-S BID – INCORPORATION BY REFERENCE

The terms of RFB 21-21, and Provider-s Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of RFB 21-21 and this Agreement, or the Provider-s Bid and this Agreement, the terms of this Agreement will control. The Parties acknowledge that the Authority has relied on Provider-s representations and the information contained in Provider-s Bid and that those representations and this information has resulted in the selection of Provider to perform the required services under this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue for three (3) years. The Authority will have the option to extend the term of this Agreement, upon consent of Provider and upon the same terms and conditions, including prices, for two (2) additional one (1) year terms. The Authority may exercise each option by giving Provider notice of its intent to renew at least thirty (30) days prior to expiration of the current term.

5.0 LICENSES

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 Provider.

6.0 PERSONNEL

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 will be performed by Provider's own staff or by persons selected by Provider to perform the services required, according to the processes outlined in the Scope of Services, unless agreed in advance by the Authority. Training of personnel who will provide the services to be rendered under this Agreement and the RFB will be undertaken by and at the discretion of 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 PAYMENT SCHEDULE

8.1 The Authority will pay Provider for all requested and authorized services completed in accordance with the terms of this Agreement and the Scope of Services, based on the pricing and compensation terms described in the Scope of Services, Section C.06.

8.2 Provider will submit invoices to the Authority according to the Scope of Services. The monthly invoice will cover services rendered and completed during the preceding payment period. Provider will submit the invoices to the Authority's Finance Department. Provider's invoice(s) must be itemized to correspond to the basis of compensation as set forth in this Agreement, as may be amended, and the Scope of Services. Invoices will include an itemized description of the project, the amount of time expended, and a description of the services provided. Provider's failure to follow these instructions may result in an unavoidable delay of payment by the Authority; however, such delay in payment will not be considered a violation of the Authority's obligations under the Agreement.

8.3 PAYMENT SCHEDULE - The Authority will issue payment to the Provider within thirty (30) calendar days after acceptance of the services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority will notify Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority will withhold the

disputed amount and make payment to Provider of all amounts not in dispute. The Parties agree to negotiate informally regarding any disputed amount.

8.4 TRAVEL/DIRECT COSTS - Provider may invoice Authority for the actual cost of express mail, printing, long distance telephone and other direct cost approved by the Authority in advance and in writing. In addition, Provider may be reimbursed for travel expenses incurred on Authority's behalf that comply with Section 112.061, Florida Statutes, and that have been approved by Authority in advance and in writing.

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 will be accepted by Provider on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

10.0 FAILURE TO PERFORM

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

11.0 INDEMNIFICATION AND HOLD HARMLESS

Provider agrees to be liable for, and will 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 Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement, regardless of whether or not caused by a party indemnified hereunder.

Provider understands and agrees that by entering into this Agreement, 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 in Section 768.28, Florida Statutes or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law. Provider's indemnification obligations as stated in this Agreement and in Part D of RFB 21-21 shall survive termination or completion of the services contracted hereunder.

12.0 AUTHORITY'S REPRESENTATIVE

The Human Resources Director, and/or the Purchasing Manager, will administer this Agreement for Authority.

13.0 PUBLIC RECORDS

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

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes. These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical airport operating facilities or other information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.071(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by the Authority or Lee County from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security and Firesafety Systems** - Section 281.301, Florida Statutes, exempts information relating to the security or firesafety systems for any property owned by or leased to the Authority and any information relating to the security or firesafety systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings or portions thereof relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

As used in this paragraph, the term "security or firesafety system plan" also includes threat assessments, threat response plans, emergency evacuation plans, shelter arrangements, security manuals, emergency equipment, and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction to provide, any confidential or exempt information concerning the services to be rendered by Provider under this Agreement. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

14.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS

Provider specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and will:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; [http://www.flylcpa.com/public records](http://www.flylcpa.com/publicrecords).

15.0 AIRPORT SECURITY REQUIREMENTS

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

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

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

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will notify the Airports Police Department that Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will surrender any Airport Security Identification Badge held by Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, Provider will be assessed a fee of One Hundred Dollars (\$100.00) per identification badge not returned. This fee will be billed to Provider or deducted from any money owing to Provider, at the Authority's discretion.

16.0 INSURANCE

During the term of this Agreement, Provider will provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described in Part D of RFB 21-21 and as stated in this Agreement. Promptly after execution of this Agreement by the Parties, Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider will immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the State of Florida.

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

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

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

No work will commence, or any products be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

16.1. INSURANCE REQUIRED (Types and Limits)

Commercial General Liability, including premises, operations, airside automobile, bodily injury, personal injury, property damage, and contractual liability, with a minimum combined single limit of \$1 million, and products-completed operations, with a minimum limit of \$2 million aggregate. Coverage must include the following: All premises and operations, products- completed operations, independent contractors, separation of insured, defense and contractual liability.

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 a combined single limit 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.

The successful Bidder must resolve all claims arising out of any incident or accident during the performance of the "work" or operations performed that involve property damage and/or injury.

Professional Liability Insurance insuring its legal liability arising out of the performance of any professional services under this Agreement. Such insurance will have limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Any deductible applicable to any claim will be the sole responsibility of Provider. Provider must continue this coverage for a period of not less than five (5) years after completion of its services to Authority.

If the professional liability insurance is written on a claims-made basis, Provider warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Agreement is completed.

Additional Insured

The 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 Bidder 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, the successful Bidder will furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the successful Bidder's ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida. Please send the certificate of insurance with Lee County Port Authority as certificate holder to riskmanagement@flylcpa.com.

The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

Policy on Request

If requested in writing by the Authority, the successful Bidder will provide the Authority with a certified copy of all applicable insurance policies required by this RFB and any agreement entered into with the Authority.

Change in coverage

The successful Bidder is required to provide a minimum of thirty (30) days written notice to the Authority Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage required herein. All such notices will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL, 33913. If the successful Bidder fails to provide the requisite notice, the Authority may terminate any agreement(s) 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.

Before starting and until acceptance of goods or services by Authority, Provider will procure and maintain insurance of the types and to the limits specified in paragraphs 16.2.1 through 16.2.5, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name Authority as an additional insured and will contain the severability of interests provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

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

17.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Provider may not assign or transfer any of its rights, benefits or obligations under the Agreement without prior written approval of the Authority. Provider will 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 Provider's performance of services and work under this Agreement.

18.0 PROVIDER AN INDEPENDENT CONTRACTOR

Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nothing in this Agreement may be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

19.0 F.A.A. NON-DISCRIMINATION CLAUSE

Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it will not discriminate on the basis of race, color, national origin, sex, disability or other protected factor in the performance of this contract. Provider will carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Provider's failure 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 Authority deems appropriate.

20.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

In accordance with Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

21.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents, including but not limited to reports and other records and data relating to the services specifically prepared or developed by Provider under this Agreement, will be the property of Provider, until Provider has been paid for performing the services and work required to produce such documents.

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

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

22.0 MAINTENANCE OF RECORDS

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. All records and documentation will be retained by Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents will, 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 will be conducted only during Provider's normal business hours.

23.0 NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement or the incorporated documents will create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

24.0 GOVERNING LAW

This Agreement will 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 will be in the Circuit Court of Lee County, Florida. The prevailing party in any such suit or action will be entitled to recover its reasonable attorneys' fees and court costs, including any appeals.

25.0 PROHIBITED INTERESTS

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

26.0 LOBBYING CERTIFICATION

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

If any funds other than federal appropriated funds have been paid by the 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Authority will 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 will certify and disclose accordingly.

27.0 COVENANTS AGAINST DISCRIMINATION

27.1 DBE POLICY. It is the policy of the U.S. Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Provider agrees to ensure that DBE:s as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, Provider will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE:s have the maximum opportunity to compete for and perform contracts.

27.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, and the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each subconsultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subconsultants.

27.3 INCORPORATION OF PROVISIONS. Provider will include the provisions of paragraphs 27.1 and 27.2 in every subcontract, unless exempt by the above-stated federal regulations or federal directives. Provider will 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.

28.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Provider/Consultant must assure that no person in the United States will 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.

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.

29.0 GENERAL CIVIL RIGHTS CLAUSE

Provider agrees to comply with pertinent federal and state statutes, regulations, executive orders and such rules as are promulgated to ensure that no person will be excluded from participating in any activity conducted with or benefiting from federal assistance on the grounds of race, creed, color, national origin, sex, age, disability or any other protected category.

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

30.0 E-VERIFY CLAUSE

Provider certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. Provider further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

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

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

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

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

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

31.0 HEADINGS

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

32.0 ENTIRE AGREEMENT

This Agreement, including the referenced bid documents, constitutes the entire Agreement between the Parties and will supersede all prior agreements or understandings, written or oral, relating to the matters contained in the Agreement and incorporated bid documents.

33.0 NOTICES AND ADDRESS

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

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

EMPLOYMENT SOLUTIONS OF NY, INC.
111 North Main Street
Elmira, NY 14901
Attention:

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

34.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or for cause, by giving thirty (30) calendar days written notice to Provider.

35.0 TERMINATION UNDER SECTION 287.135, F.S.

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

36.0 WAIVER OF BREACH

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

37.0 SECURING AGREEMENT DISCLOSURE

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.

38.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the mutual agreement of the Parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by the Parties.

39.0 ACCEPTANCE

Acceptance of this Agreement will be indicated by the signature of the duly authorized representative of each party in the space provided.

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered

EMPLOYMENT SOLUTIONS OF NEW
YORK, INC., PROVIDER

in the presence of:



Witness



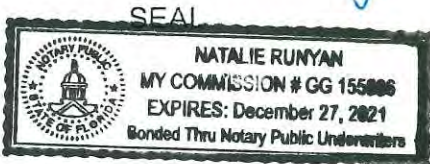
Authorized Signature for Provider



Witness

By: Daniel Mori
Printed Name

President
Title



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award the purchase and installation of modular carpet tiles to Tarkett USA, Inc. in an amount not to exceed \$430,462.74, under Florida State Contract (30167100-20-ACS) piggybacking the Sourcewell Contract for carpet and flooring (080819-TFU).
2. **FUNDING SOURCE:** Funds are available in account string: WJ5200041200.504650, Lee County Port Authority.
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Awards the purchase and installation of modular carpet tiles in Concourse B and Customs/FIS at the Southwest Florida International Airport to Tarkett USA, Inc. in the amount of \$430,462.74, under Florida State Contract (30167100-20-ACS) piggybacking the Sourcewell Contract for carpet and flooring (080819-TFU).

5. **CATEGORY:** 16.
Administrative Agenda

6. **ASMC MEETING DATE:** 6/15/2021

7. **BoPC MEETING DATE:** 6/24/2021

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Aviation

10. **BACKGROUND:**

The carpet in Concourse-B and the Customs/Federal Inspection Station (FIS) portions of the terminal were originally installed in 2005 when the terminal first opened, and it shows significant wear, fading, staining, and fraying. Additionally, as a result of a fire and sprinkler activation at the Burger King located inside Concourse-B in January 2021, the carpet throughout the adjacent hold rooms was extensively damaged.

With Board approval, this project will permit LCPA to enter into a service provider agreement with Tarkett USA, Inc., to purchase and install new carpet in the Customs/FIS and throughout Concourse-B. The new carpet will match the consistency of the carpeting type, color, grade, style, and quality with other areas of Southwest Florida International Airport's carpet that was installed in 2018 in Concourses C and D. The new carpet is manufactured with a vinyl backing designed to help restrict spilled liquid from saturating through the carpet and onto the concrete beneath it. Also, the new carpet is constructed with a dyed yarn which helps slow fading or "sun bleaching" that occurs naturally over time due to sun exposure from an abundance of windows throughout the concourses.

The pricing for this contract is obtained by piggybacking a Sourcewell contract for carpet and flooring (080819-TFU), which has also been piggybacked by the State of Florida (30167100-20-ACS). Utilizing the Sourcewell contract provides

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. Crank</i>	<i>Benjamin R. Siegel</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

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

Background (continued)

advantages which include competitive volume pricing and reduced administrative costs associated with conducting an independent solicitation. This project includes a 10% contingency to cover unforeseen expenses that may arise once the project commences at a total not to exceed the amount of \$430,462.74.

The following is a breakdown of the costs plus the contingency:

\$ 211,266.92 - Concourse B

\$ 180,062.84 - Customs/FIS

\$ 39,132.98 - 10% contingency

\$ 430,462.74

Staff requests Board approve the purchase and installation of carpet in the RSW Customs/FIS and Concourse-B from Tarkett USA, Inc., piggybacking the Sourcewell contract utilizing Florida State Contract 30167100-20-ACS for a total not to exceed cost of \$430,462.74.

Attachments:

1. Service Provider Agreement
2. Utilization of Other Competitively Procured Contracts Approval
3. State of Florida Contract
4. Sourcewell Contract
5. Proposal for Concourse B
6. Proposal for Customs/FIS
7. Sourcewell Proposal Evaluation

LEE COUNTY PORT AUTHORITY
CARPET REPLACEMENT IN CONCOURSE B AND FIS
AGREEMENT

This Agreement ("Agreement") is entered this 1st day of July, 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 TARKETT USA, INC, an ~~Ohio~~ ^{Delaware} corporation, authorized to do business in the State of Florida, ("Provider"), at 30000 Aurora Road, Solon, Ohio, 44139 Federal Identification Number 63-118557. JP

WITNESSETH

WHEREAS, Authority desires to obtain goods and services from Provider as described herein for carpet replacement in concourse B and FIS at the Southwest Florida International Airport in Fort Myers, Florida (the "Airport" or "RSW"); and,

WHEREAS, Provider has entered into an agreement with the State of Florida pursuant to Alternate Contract Source 30161700-20-ACS to provide flooring and flooring installation services; and,

WHEREAS, both Provider and the State of Florida have agreed that the terms and pricing of the Source Agreement may be utilized by other local governments to obtain similar goods and services; and,

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

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 WORK

Provider agrees to provide the products and services as stated in Exhibit A.

3.0 SOURCE AGREEMENT - INCORPORATION BY REFERENCE

It is the intent of the parties to allow Authority to "piggyback" the Source Agreement, attached as Exhibit B, as permitted by that Agreement and the Lee County Port Authority Purchasing Manual. The terms of the Source Agreement are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Source Agreement and this Agreement and Exhibit(s), the terms of this Agreement will control.

4.0 TERM OF AGREEMENT

The term of this Agreement begins on the first date written above (the "Effective Date") and will continue until September 15, 2021.

5.0 COMPENSATION

Authority will pay for all requested and authorized goods provided or services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the schedule set forth in Exhibit "A", attached hereto and made a part of this Agreement.

6.0 EXCEPTIONS

Exceptions to the Source Agreement, if any, are specifically amended as set forth in Exhibit "C", attached hereto and made a part of this Agreement.

7.0 NOTICES AND ADDRESS

All notices required and/or made pursuant to this Agreement shall be in writing and shall be given by the United States Postal Service, to the following addresses of record:

If to the Authority:

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

If to the Provider:

Tarkett USA, Inc.
30000 Aurora Road
Solon, Ohio 44139
Attention: John Sumlin

8.0 ACCEPTANCE

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

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

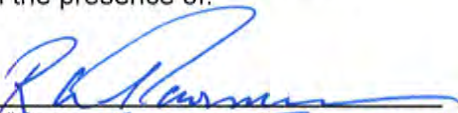
By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

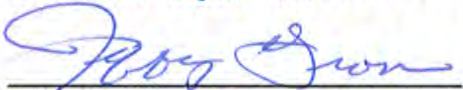
By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

TARKETT USA, INC.


Witness ROBERT TADMIRA


Authorized Signature for Provider


Witness Jeffrey Cross

By: Jeff Fenwick
Printed Name

SEAL

President
Title

Exhibit A
SCOPE OF SERVICE AND PRICING
FIS



Project # 733487

5.26.21

Southwest Florida International Airport
 Ft. Myers, FL 33913

RE: Flooring Proposal for: 733487 Customs & FIS Area, 1st Floor

We are pleased to provide the following quotation for the above referenced facility. Pricing is based on the Tarkett/State of Florida Contract #30161700-20-ACS.

SCOPE OF WORK:

<u>Style</u>	<u>Color Name</u>	<u>Color #</u>	<u>Quantity</u>	<u>UoM</u>	<u>Unit Price</u>	<u>Line Total</u>
Chain Reaction Flex-Aire™ Modular Tile 18" x 36"	TBD		2,881.00	YD2 @	\$ 30.50	\$ 87,870.50
Chain Reaction Flex-Aire™ Modular Tile 18" x 36"-- Attic Stock	TBD		144.05	YD2 @	\$ 30.50	\$ 4,393.53
C-12E Modular Tile Adhesive - 4 gal.			22.00	EA @	\$ 106.49	\$ 2,342.78
C-56E Premium Floor Primer - 4 gal.			24.00	EA @	\$ 106.49	\$ 2,555.76
Carpet Installation - Modular Tile			2,821.00	YD2 @	\$ 6.43	\$ 18,139.03
Carpet Removal - Modular Tile			2,821.00	YD2 @	\$ 3.64	\$ 10,268.44
Carpet Recycling			2,821.00	EA @	\$ 2.68	\$ 7,560.28
Furniture Removal/Replacement			2,821.00	YD2 @	\$ 2.14	\$ 6,036.94
Floor Prep - Material and Labor			25,390.00	FT2 @	\$ 0.64	\$ 16,249.60
Additional Cost for After Hours Installation (to be included on Lift projects)			2,821.00	YD2 @	\$ 4.28	\$ 12,073.88
Moisture Testing			14.00	EA @	\$ 160.65	\$ 2,249.10
Install Primer			25,390.00	FT2 @	\$ 0.38	\$ 9,648.20
Staging/Inside Delivery			14.00	FT2 @	\$ 48.20	\$ 674.80
					Subtotal	\$ 180,062.84
					<i>Estimated Sales Tax</i>	\$ -
					TOTAL	\$ 180,062.84

NOTES: A total of 5% Overage is included in material and sundries

- Field measure and estimated quantities by: Bolcor Commercial Flooring
- Standard running line carpet products require a 65 square yard minimum purchase, except Express and Priority Express colors which require a 25 square yard minimum purchase, and except the style Plexus Colour which requires a 5 square yard minimum purchase.
- Please include product style, color, and backing on purchase order.
- Manufacturing overage of 2% is included in material quantity, to bill only at the amount shipped.
- The material price includes freight.
- No freight is charged for adhesives (ancillary supplies) when shipped with material order. When adhesives (ancillary supplies) are shipped without a material order, buyer is responsible for freight costs.

EXCLUSIONS (unless specifically included in the above scope of work):

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Extensive Floor Preparation
Furniture Moving	Asbestos Abatement	Sales Tax
Carpet Cleaning	Cleaning/Waxing of Resilient	Border Carpet

**EXHIBIT A
SCOPE OF SERVICE AND PRICING – CONCOURSE B**



Project # 734265

5.26.21

Southwest Florida International Airport
Ft. Myers, FL 33913

RE: Flooring Proposal for: 734265 Concourse B, 2nd Floor

We are pleased to provide the following quotation for the above referenced facility. Pricing is based on the Tarkett/State of Florida Contract #30161700-20-ACS.

SCOPE OF WORK:

<u>Style</u>	<u>Color Name</u>	<u>Color #</u>	<u>Quantity</u>	<u>UoM</u>	<u>Unit Price</u>	<u>Line Total</u>
Chain Reaction Flex-Aire™ Modular Tile 18" x 36"	TBD		3,381.67	YD2 @	\$ 30.50	\$ 103,140.94
Chain Reaction Flex-Aire™ Modular Tile 18" x 36" -- Attic Stock	TBD		169.05	YD2 @	\$ 30.50	\$ 5,156.03
C-12E Modular Tile Adhesive - 4 gal.			26.00	EA @	\$ 106.49	\$ 2,768.74
C-56E Premium Floor Primer - 4 gal.			29.00	EA @	\$ 106.49	\$ 3,088.21
Carpet Installation - Modular Tile			3,315.00	YD2 @	\$ 6.43	\$ 21,315.45
Carpet Removal - Modular Tile			3,315.00	YD2 @	\$ 3.64	\$ 12,066.60
Carpet Recycling			3,315.00	EA @	\$ 2.68	\$ 8,884.20
Furniture Removal/Replacement			3,315.00	YD2 @	\$ 2.14	\$ 7,094.10
Floor Prep - Material and Labor			29,835.00	FT2 @	\$ 0.64	\$ 19,094.40
Additional Cost for After Hours Installation (to be included on Lift projects)			3,315.00	YD2 @	\$ 4.28	\$ 14,188.20
Staging/Inside Delivery			15.00	EA @	\$ 48.20	\$ 723.00
Moisture Testing			15.00	EA @	\$ 160.65	\$ 2,409.75
Install Primer			29,835.00	FT2 @	\$ 0.38	\$ 11,337.30
					<i>Subtotal</i>	\$ 211,266.92
					<i>Estimated Sales Tax</i>	\$ -
					TOTAL	\$ 211,266.92

NOTES: A total of 5% Overage is included in material and sundries

- Field measure and estimated quantities by: Bolcor Commercial Flooring
- Standard running line carpet products require a 65 square yard minimum purchase, except Express and Priority Express colors which require a 25 square yard minimum purchase, and except the style Plexus Colour which requires a 5 square yard minimum purchase.
- Please include product style, color, and backing on purchase order.
- Manufacturing overage of 2% is included in material quantity, to bill only at the amount shipped.
- The material price includes freight.
- No freight is charged for adhesives (ancillary supplies) when shipped with material order. When adhesives (ancillary supplies) are shipped without a material order, buyer is responsible for freight costs.

EXCLUSIONS (unless specifically included in the above scope of work):

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Extensive Floor Preparation
Furniture Moving	Asbestos Abatement	Sales Tax
Carpet Cleaning	Cleaning/Waxing of Resilient	Border Carpet

LEE COUNTY PORT AUTHORITY

UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Date: 05/24/21
Vendor: Tarkett USA Inc.
Description: Modular Carpet Replacement
Term: 3 years
Renewal Term: 1 year
Procurement Agent: Stephanie Pawlowski
Contract #: 080819-TFU / 30161700-20-ACS

Board Approval Req: [X] Yes / No []
Lead Agency: Sourcwell - State of FL
Posting Req'd: [X] Yes / No []
[X] Single Purchase - Total Cost: \$430,462.74 (includes contingency)
[] Estimated Purchase - Est'd Annual cost: N/A
Cost (this purchase): \$430,462.74
Balance: N/A

Notice of Written Determination of a Cooperative Contract or Piggyback

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

Product/Service being requested: Carpet replacement and installation in Concourse B and IFS

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

- [] Cooperative or [X] Piggyback ACS 301617-20-ACS, State of Florida.
[X] Competitive requirements have been met through Sourcwell 080819-TFU.
[X] Conforms to all applicable laws and best practices.
[X] Specs, price, terms and conditions produce best value.
[X] The lead agency has been contacted and has verified eligibility. Sourcwell and State of Florida.
[X] There are no known vendor performance or contract compliance issues.
[X] The vendor is appropriately insured and licensed to do business in the State of Florida.
[X] The term of the agreement to be piggybacked: 3 years Renew Terms 1 years
[X] Other. LCPA Purchasing Manual Section 5.3 A

The advantages of utilizing this method of procurement include:

- [X] Cost Savings. The Authority will be able to take advantage of competitive volume pricing solicited by Sourcwell and piggybacked by the State of Florida. Cost for FIS will be \$198,069.12 and for Concourse B it will be a total of \$232,393.62. The Authority also reduces lead time and administrative costs from not having to conduct its own solicitation.
[X] Other. Tarkett USA, Inc. manufactured the previously installed carpet at RSW. Utilizing Tarkett USA, Inc. for this replacement project ensures consistency of carpeting type, color, grade and quality in the concourse. Tarkett USA, Inc. subcontracts with Bolcor Commercial Flooring, a local installer, who will perform the installation of the carpet. Prior work was completed professionally and delivered on time.

Purchases valued at \$100,000 or more require approval of the Lee County Board of Port Commissioners.

[Handwritten Signature]

Approved by: _____ Date: 5.26.2021
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>



**Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services**

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Tarkett USA Inc., 30000 Aurora Road, Solon, OH 44139 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

Sourcewell, a State of Minnesota local government agency and service cooperative competitively procured Flooring Materials, with Related Supplies and Services, and signed contract number 080819-TFU with the Contractor, attached hereto as Exhibit C (Master Agreement). The Master Agreement became effective November 20, 2019, and is scheduled to expire on October 11, 2023. Thereafter, the Master Agreement may be extended for up to one additional one-year period upon request by Sourcewell and written agreement by Contractor.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternate contract source is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will begin February 17, 2020, or on the date the Contract is fully signed by all Parties, whichever is later, and will expire October 11, 2023, consistent with the Master Agreement, unless terminated earlier in accordance with Exhibit A, Special Contract Conditions.

**Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services**

2. Renewal.

Upon agreement of the Parties, this Contract may be renewed, in whole or in part, for up to one additional one-year period, subject to prior extension of the underlying Master Agreement between Sourcewell and Contractor. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Contract. This Contract may only be renewed in accordance with section 287.057(13), Florida Statutes. Any renewal will be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

3. Modifications or Additions to Master Agreement.

As used in this document, Contract (whether or not capitalized) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes any and all prior agreements. This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of, this Contract. Exhibit A modifies or supplements the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract and amendments, with the latest issued having priority.
- b) Exhibit A: Special Contract Conditions (Florida)
- c) Exhibit B: State of Florida Price Sheet
- d) Exhibit C: Master Agreement

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference will be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS number 30161700-20-ACS. State agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract and its Exhibits.

**Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services**

5. Primary Contacts

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.myflorida.com

Contractor's Contract Manager:

John Sumlin
Tarkett USA Inc.
30000 Aurora Road
Solon, OH 44139
Telephone: (404) 431-2131
Email: John.Sumlin@tarkett.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

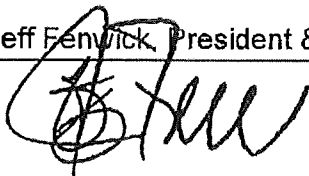
This space left intentionally blank.

**Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services**

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**CONTRACTOR
TARKETT USA INC.**

Jeff Fenwick, President & CEO

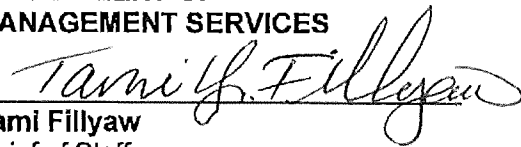


February, 7 2020

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

Tami Fillyaw
Chief of Staff



2/11/2020

Date:



AMENDMENT NO. 1
To Alternate Contract Source No. 30161700-20-ACS
for
Flooring Materials, with Related Supplies and Services

This Amendment No. 1 ("Amendment"), effective as of the date it is signed by all Parties, to Contract No. 30161700-20-ACS, Flooring Materials, with Related Supplies and Services ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and Tarkett USA, Inc. ("Contractor"). The Department and Contractor are collectively referred to herein as the "Parties."

WHEREAS, the Contract was entered into by the Parties on February 17, 2020, to continue through October 11, 2023, for the provision of flooring materials with related supplies and services, pursuant to a Master Agreement between the Contractor and Sourcewell, a State of Minnesota local government agency and service cooperative; and

WHEREAS, the Parties wish to amend the Contract to incorporate additional terms and conditions and update related Contract provisions accordingly.

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree to the following:

- 1.0 **Additional Special Contract Conditions.** The Contract is hereby amended to add a new Exhibit D, Additional Special Contract Conditions. Exhibit D is attached and hereby incorporated into the Contract.
- 2.0 **Modifications.** The Contract is hereby amended to modify Section 3, Modifications or Additions to Master Agreement, as follows:

3. Modifications or Additions to Master Agreement.

As used in this document, Contract (whether capitalized or not) will, unless the context requires otherwise, mean this document and all incorporated exhibits, which set forth the entire understanding of the Parties and supersede any and all prior agreements. This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

All exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibit A and Exhibit D modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract document and any amendments, with the latest issued having priority
- b) Exhibit D: Additional Special Contract Conditions

- c) Exhibit A: Special Contract Conditions (Florida)
- d) Exhibit B: State of Florida Price Sheet
- e) Exhibit C: Master Agreement

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference will be replaced by the comparable Florida law or regulation.

- 3.0 **Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- 4.0 **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
Tarkett USA, Inc.

DocuSigned by:
Tami Fillyaw
 By: _____
091469A211104A3...
Name: Tami Fillyaw
Title: Chief of Staff
Date: 11/17/2020 | 8:47 AM EST

DocuSigned by:
Robert Taormina
 By: _____
32DC08668B1549C...
Name: Robert Taormina
Title: associate general counsel
Date: 11/16/2020 | 2:58 PM EST



ADDITIONAL SPECIAL CONTRACT CONDITIONS Exhibit D

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's Contract as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the Contract will include the terms and conditions in these Additional Special Contract Conditions. All references to the Contract in these Additional Special Contract Conditions include the terms and conditions herein.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department because of any failure of a subcontractor, reseller, distributor, or dealer. The Contract terms are applicable to subcontractors, resellers, distributors, and dealers and shall apply to the Contractor's Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers providing commodities and performing services in furtherance of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers must have met the following requirements, unless further notated below:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.
 - Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
 - Have a copy of e-Verify Status on file

- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.
- D. MFMP Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
 - 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- E. Contract Reporting: The Contractor shall provide the following reports associated with this Contract.
- 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 15 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30). The Contractor's first Quarterly Sales Report will be due 30 calendar days after the first full quarter following Contract execution.
- Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report Form](#). The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located on the [Transaction Fee and Reporting website](#). Assistance with the transaction fee reporting system is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- F. Financial Consequences: The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each State fiscal quarter	\$250
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – due 15 calendar days after close of the period
- Quarter 2 - (October-December) – due 15 calendar days after close of the period
- Quarter 3 - (January-March) – due 15 calendar days after close of the period
- Quarter 4 - (April-June) – due 15 calendar days after close of the period

The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.

- G. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:
- a. Contract compliance
 - b. Savings report (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.



Solicitation Number: RFP#080819

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Tarkett USA Inc.**, 30000 Aurora Rd. Solon, OH. 44139 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member. It is expressly understood that Purchase Orders are subject to Vendor's acceptance.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this

Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay a two percent (2%) administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members minus fees, credits, returns, taxes, shipping, and installation services. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell’s approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor

certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/19/2019 | 6:30 PM CST

Vendor
DocuSigned by:
By: Jeff Fenwick
159991D7C6B54E4...
Jett Fenwick
Title: President
Date: 11/20/2019 | 8:50 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/19/2019 | 8:57 PM CST

SPECIAL CONTRACT CONDITIONS

Table of Contents

SECTION 1. DEFINITIONS..... 1

SECTION 2. CONTRACT TERM AND TERMINATION..... 1

SECTION 3. PAYMENT AND FEES. 2

SECTION 4. CONTRACT MANAGEMENT..... 4

SECTION 5. COMPLIANCE WITH LAWS..... 5

SECTION 6. MISCELLANEOUS..... 7

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY..... 10

SECTION 9. DATA SECURITY AND SERVICES. 12

SECTION 10. GRATUITIES AND LOBBYING..... 13

SECTION 11. CONTRACT MONITORING..... 14

SECTION 12. CONTRACT AUDITS..... 15

SECTION 13. BACKGROUND SCREENING AND SECURITY..... 16

In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction

Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply 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. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with

Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any

type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of

Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.

Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060

Tallahassee, Florida 32399-0950

7.3 Indemnification.

The Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right or out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) 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 reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;

(d) 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; and

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term,

or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.

The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related or information technology crimes

- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.4 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.



Project # 734265

5.26.21

Southwest Florida International Airport
Ft. Myers, FL 33913

RE: Flooring Proposal for: 734265 Concourse B, 2nd Floor

We are pleased to provide the following quotation for the above referenced facility. Pricing is based on the Tarkett/State of Florida Contract #30161700-20-ACS.

SCOPE OF WORK:

<u>Style</u>	<u>Color Name</u>	<u>Color #</u>	<u>Quantity</u>	<u>UoM</u>	<u>Unit Price</u>	<u>Line Total</u>
Chain Reaction Flex-Aire™ Modular Tile 18" x 36"	TBD		3,381.67	YD2 @	\$ 30.50	\$ 103,140.94
Chain Reaction Flex-Aire™ Modular Tile 18" x 36"-- Attic Stock	TBD		169.05	YD2 @	\$ 30.50	\$ 5,156.03
C-12E Modular Tile Adhesive - 4 gal.			26.00	EA @	\$ 106.49	\$ 2,768.74
C-56E Premium Floor Primer - 4 gal.			29.00	EA @	\$ 106.49	\$ 3,088.21
Carpet Installation - Modular Tile			3,315.00	YD2 @	\$ 6.43	\$ 21,315.45
Carpet Removal - Modular Tile			3,315.00	YD2 @	\$ 3.64	\$ 12,066.60
Carpet Recycling			3,315.00	EA @	\$ 2.68	\$ 8,884.20
Furniture Removal/Replacement			3,315.00	YD2 @	\$ 2.14	\$ 7,094.10
Floor Prep - Material and Labor			29,835.00	FT2 @	\$ 0.64	\$ 19,094.40
Additional Cost for After Hours Installation (to be included on Lift projects)			3,315.00	YD2 @	\$ 4.28	\$ 14,188.20
Staging/Inside Delivery			15.00	EA @	\$ 48.20	\$ 723.00
Moisture Testing			15.00	EA @	\$ 160.65	\$ 2,409.75
Install Primer			29,835.00	FT2 @	\$ 0.38	\$ 11,337.30
					Subtotal	\$ 211,266.92
					Estimated Sales Tax	\$ -
					TOTAL	\$ 211,266.92

NOTES: A total of 5% Overage is included in material and sundries

1. Field measure and estimated quantities by: Bolcor Commercial Flooring
2. Standard running line carpet products require a 65 square yard minimum purchase, except Express and Priority Express colors which require a 25 square yard minimum purchase, and except the style Plexus Colour which requires a 5 square yard minimum purchase.
3. Please include product style, color, and backing on purchase order.
4. Manufacturing overage of 2% is included in material quantity, to bill only at the amount shipped.
5. The material price includes freight.
6. No freight is charged for adhesives (ancillary supplies) when shipped with material order. When adhesives (ancillary supplies) are shipped without a material order, buyer is responsible for freight costs.

EXCLUSIONS (unless specifically included in the above scope of work):

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preforned Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Extensive Floor Preparation
Furniture Moving	Asbestos Abatement	Sales Tax
Carpet Cleaning	Cleaning/Waxing of Resilient	Border Carpet



Project # 734265

5.26.21

TERMS OF PAYMENT: (Subject to Credit Approval) Net 30 Days

* All Materials and Labor - Payment due within terms of each invoice (materials will be invoiced upon shipment, labor will be invoiced upon completion or as phased).

1. Change Orders: Any work not included in the above scope of work will require a signed change order before work can be performed.
2. Term of Quote: Prices given are firm for sixty days from proposal date.
3. Lead Times: Please note that we are a made to order mill and we cannot commence production until a signed PO or contract is received.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, four to six weeks plus shipping;
- Custom Carpets, six to eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

5. Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote. Please contact our Technical Services Department at 800.248.2878 ext. 2129 for more details.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax to 706.259.2638. Please address it to my attention. Should you have any questions, please call me at 800.248.2878.

We look forward to working with you on this project.

Sincerely,

Tarkett USA Inc.
Elaine Heacker 12855
Account Coordinator
Source One Department



Project # 733487

5.26.21

Southwest Florida International Airport
Ft. Myers, FL 33913

RE: Flooring Proposal for:

733487 Customs & FIS Area, 1st Floor

We are pleased to provide the following quotation for the above referenced facility. Pricing is based on the Tarkett/State of Florida Contract #30161700-20-ACS.

SCOPE OF WORK:

<u>Style</u>	<u>Color Name</u>	<u>Color #</u>	<u>Quantity</u>	<u>UoM</u>	<u>Unit Price</u>	<u>Line Total</u>
Chain Reaction Flex-Aire™ Modular Tile 18" x 36"	TBD		2,881.00	YD2 @	\$ 30.50	\$ 87,870.50
Chain Reaction Flex-Aire™ Modular Tile 18" x 36"-- Attic Stock	TBD		144.05	YD2 @	\$ 30.50	\$ 4,393.53
C-12E Modular Tile Adhesive - 4 gal.			22.00	EA @	\$ 106.49	\$ 2,342.78
C-56E Premium Floor Primer - 4 gal.			24.00	EA @	\$ 106.49	\$ 2,555.76
Carpet Installation - Modular Tile			2,821.00	YD2 @	\$ 6.43	\$ 18,139.03
Carpet Removal - Modular Tile			2,821.00	YD2 @	\$ 3.64	\$ 10,268.44
Carpet Recycling			2,821.00	EA @	\$ 2.68	\$ 7,560.28
Furniture Removal/Replacement			2,821.00	YD2 @	\$ 2.14	\$ 6,036.94
Floor Prep - Material and Labor			25,390.00	FT2 @	\$ 0.64	\$ 16,249.60
Additional Cost for After Hours Installation (to be included on Lift projects)			2,821.00	YD2 @	\$ 4.28	\$ 12,073.88
Moisture Testing			14.00	EA @	\$ 160.65	\$ 2,249.10
Install Primer			25,390.00	FT2 @	\$ 0.38	\$ 9,648.20
Staging/Inside Delivery			14.00	FT2 @	\$ 48.20	\$ 674.80
					Subtotal	\$ 180,062.84
					<i>Estimated Sales Tax</i>	\$ -
					TOTAL	\$ 180,062.84

NOTES: A total of 5% Overage is included in material and sundries

1. Field measure and estimated quantities by: Bolcor Commercial Flooring
2. Standard running line carpet products require a 65 square yard minimum purchase, except Express and Priority Express colors which require a 25 square yard minimum purchase, and except the style Plexus Colour which requires a 5 square yard minimum purchase.
3. Please include product style, color, and backing on purchase order.
4. Manufacturing overage of 2% is included in material quantity, to bill only at the amount shipped.
5. The material price includes freight.
6. No freight is charged for adhesives (ancillary supplies) when shipped with material order. When adhesives (ancillary supplies) are shipped without a material order, buyer is responsible for freight costs.

EXCLUSIONS (unless specifically included in the above scope of work):

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Extensive Floor Preparation
Furniture Moving	Asbestos Abatement	Sales Tax
Carpet Cleaning	Cleaning/Waxing of Resilient	Border Carpet



Project # 733487

5.26.21

TERMS OF PAYMENT: (Subject to Credit Approval) Net 30 Days

* All Materials and Labor - Payment due within terms of each invoice (materials will be invoiced upon shipment, labor will be invoiced upon completion or as phased).

1. Change Orders: Any work not included in the above scope of work will require a signed change order before work can be performed.
2. Term of Quote: Prices given are firm for sixty days from proposal date.
3. Lead Times: Please note that we are a made to order mill and we cannot commence production until a signed PO or contract is received.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, four to six weeks plus shipping;
- Custom Carpets, six to eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

5. Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote. Please contact our Technical Services Department at 800.248.2878 ext. 2129 for more details.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax to 706.259.2638. Please address it to my attention. Should you have any questions, please call me at 800.248.2878.

We look forward to working with you on this project.

Sincerely,

Tarkett USA Inc.
Elaine Heacker 12855
Account Coordinator
Source One Department



Proposal Evaluation
Flooring Materials with Related Supplies and Services

Possible Points	Altro USA, Inc.	Armstrong Flooring Inc	Bentley Mills, Inc	Canada Mat Inc.	Carpet Guys USA LLC	Eco Interiors, Inc	Engineered Floors, LLC	Gerflor USA	Interface Americas, Inc.	Karndean International LLC
Conformance to Terms/ Conditions to Include Documentation	50	39	39	44	39	33	44	39	43	43
Pricing	400	330	341	360	334	306	328	331	317	358
Financial, Industry and Marketplace Successes	75	60	60	67	56	44	52	61	61	65
Bidder's Ability to Sell/ Service Contract Nationally	100	77	82	84	59	42	66	85	77	82
Bidder's Marketing Plan	50	42	42	38	36	25	37	43	40	40
Value Added Attributes	75	64	65	67	55	46	59	65	64	61
Warranty Coverages and Information	50	41	43	40	40	36	45	43	43	42
Selection and Variety of Products and Services Offered	200	147	145	160	128	140	126	157	148	144
Total Points	1,000	800	817	860	747	672	757	824	793	835
Rank Order		13	9	2	17	19	16	8	14	5

Possible Points	Mannington Mills, Inc.	Milliken & Company	Mohawk Carpet Distribution, Inc.	Mondo USA Inc.	Roppe Holding Company	Shaw Industries, Inc.	Tarkett USA Inc.	TDG Operations, LLC dba Atlas Masland Contract	UPOFLOOR Americas, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	43	43	43	43	44	42	40	36
Pricing	400	333	310	341	313	314	334	328	303
Financial, Industry and Marketplace Successes	75	66	63	67	65	63	63	67	54
Bidder's Ability to Sell/ Service Contract Nationally	100	85	82	89	76	82	85	90	68
Bidder's Marketing Plan	50	44	39	39	44	46	45	35	33
Value Added Attributes	75	69	65	65	57	63	64	66	55
Warranty Coverages and Information	50	44	39	44	43	42	43	43	39
Selection and Variety of Products and Services Offered	200	170	166	183	142	156	165	176	134
Total Points	1,000	854	807	871	783	810	841	835	722
Rank Order		3	11	1	13	16	3	6.5	12

DocuSigned by:
Greg Grunig
7DD0CEFD883D45D
Greg Grunig, Sourcewell

DocuSigned by:
Kim Austin
6830543C56384D1
Kim Austin, CPPB, Sourcewell

DocuSigned by:
Michael Munoz
9B0204E40D3E445
Michael Munoz, Sourcewell

DocuSigned by:
Stephanie Haataja
7550A3F379B5405
Stephanie Haataja, CPIM, Sourcewell

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board convene as the Board of County Commissioners to approve a grant of a permanent non-exclusive underground public utility easement allowing Florida Power & Light and Embarq Florida, Inc., d/b/a Centurylink to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport.

2. **FUNDING SOURCE:** N/A

3. **TERM:** N/A

4. **WHAT ACTION ACCOMPLISHES:** Grants a permanent non-exclusive public utility easement to allow Florida Power & Light and Embarq Florida, Inc., d/b/a Centurylink, to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport.

5. **CATEGORY:** 17.
Administrative Agenda

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 6/24/2021

8. **AGENDA:**
 CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
 (ALL REQUESTS)
 NAME Mark A. Trank
 DIV. Port Attorney

10. BACKGROUND:

Florida Power & Light and Embarq Florida, Inc., d/b/a Centurylink, request the Board grant a permanent non-exclusive underground utility easement to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport.

Attachment: Permanent Public Utility Easement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
-----------------------------	------------------------------	-------	---------	---------------	--------------------

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Blue Sheet No. <System Generated>	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: <u>6/24/2021</u>	Item No. <System Generated>
--------------------------------------	--	--------------------------------

TITLE:

Permanent Non-Exclusive Public Utility Easement grant to Florida Power & Light and Embarq Florida, Inc., d/b/a CenturyLink, to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport.

ACTION REQUESTED: Request Board convene as the Board of County Commissioners to approve a grant of a permanent non-exclusive underground public utility easement allowing Florida Power & Light and Embarq Florida, Inc., d/b/a CenturyLink to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport.

FUNDING: N/A

WHAT ACTION ACCOMPLISHES: Grants a permanent non-exclusive public utility easement to allow Florida Power & Light and Embarq Florida, Inc., d/b/a CenturyLink, to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport.

MANAGEMENT RECOMMENDATION: Approve easement.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: County Attorney Division: By: Mark A. Trank 

Background:

Florida Power & Light and Embarq Florida, Inc., d/b/a CenturyLink, request the Board grant a permanent non-exclusive underground utility easement to provide electrical service to Alta Resources at the leased Skyplex parcel at Southwest Florida International Airport.

Attachment: Permanent Public Utility Easement

11. Required Review:					
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Strap No.: 19-45-26-00-00002.0000
Sections 35 & 36, Twp. 45 S, Range 24 E

PERMANENT PUBLIC UTILITY EASEMENT

This Permanent Public Utility Easement ("Easement") is made this _____ day of June, 2021, between LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902 ("Grantor") and FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908, and EMBARQ FLORIDA, INC., d/b/a CENTURYLINK, a corporation organized and existing under the laws of the State of Florida, whose mailing address is: 100 CenturyLink Drive, Monroe, LA 71203, its licensees, agents, successors and assigns (collectively "Grantees").

The undersigned Grantor, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, grants and gives to Grantees a permanent, nonexclusive easement for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them, within an easement described on the attached Exhibit "A" as "Proposed 10' Public Utility Easement" (the "Easement Area").

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for power transmission or distribution or communications purposes; the right of ingress and egress to Grantor's property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of power transmission or distribution or communications; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantees may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

Provided such rights do not interfere with the rights granted herein to Grantees, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area, including the right to construct or maintain facilities that longitudinally and laterally traverse the Easement Area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused the foregoing to be executed intending to be bound as of the date and year first above written.

ATTEST:
LINDA DOGGETT,
Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair/Vice-Chair

Approved as to Form for the Reliance of
Lee County Only:

By: _____
Office of the County Attorney

LEGAL DESCRIPTION

COMMENCE AT THE MOST EASTERLY CORNER OF A LEASE TRACT REFERRED TO AS "ALTA FORT MYERS CONTACT CENTER" RECORDED IN INSTRUMENT NUMBER 2020000287134 OF THE OFFICIAL RECORDS OF LEE COUNTY FLORIDA; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF PAUL J. DOHERTY PARKWAY, A PRIVATE RIGHT OF WAY ALONG A CURVE TO THE RIGHT BEING CONCAVE NORTH WITH A RADIUS OF 1224.50 FEET, AN ARC LENGTH OF 10.48 FEET AND A DELTA ANGLE OF 00°32'03", THE CHORD OF SAID CURVE BEARS SOUTH 36°35'32" WEST FOR A DISTANCE OF 10.48 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 35°56'06" WEST A DISTANCE OF 352.08 FEET; THENCE SOUTH 53°59'52" WEST A DISTANCE OF 162.06 FEET; THENCE NORTH 36°0'08" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 53°69'52" EAST A DISTANCE OF 172.07 FEET; THENCE SOUTH 35°56'06" EAST A DISTANCE OF 358.95 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF PAUL J. DOHERTY PARKWAY AND THE POINT OF BEGINNING.

CONTAINING 5226 SQUARE FEET MORE OR LESS.

NOTES:

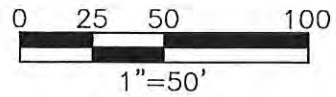
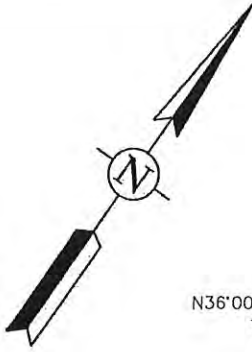
1. THIS IS NOT A SURVEY.
2. THERE WAS NO FIELD WORK DONE TO PREPARE THIS DOCUMENT.
3. BEARINGS ARE BASED ON INSTRUMENT NUMBER 2020000287134 OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA.
4. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. UNLESS A DIRECT COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT OR RECORD VALUES.



I HEREBY CERTIFY THAT THE MAP OF SURVEY SHOWN HEREON IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Signature] 3/9/21
 DONALD G. MILLER, PSM 6674
 NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

<p>5701 Division Drive, Suite A Fort Myers, Florida 33905 Phone (239) 275-8875 LB 7917</p>	Project: ALTA RESOURCES SWFL INTERNATIONAL AIRPORT PAUL J. DOHERTY PARKWAY LEE COUNTY, FLORIDA	Title: PUBLIC UTILITY EASEMENT	
		Proj: 061580024 Date: 3/9/2021	Dwg. No. 1 of 2



N36°00'08"W 10.00' → [Dashed line] ← N53°59'52"E 172.07'
PROPOSED 10' PUBLIC UTILITY EASEMENT
 S53°59'52"W 162.06'

10'
 10'
 N35°56'06"W 352.08'
PROPOSED 10' PUBLIC UTILITY EASEMENT
 S35°56'06"E 358.95'

PROPOSED LEASE LINE

**EASTERN MOST CORNER
 ALTA RESOURCES PHASE
 INSTR#2020000287134
 POINT OF BEGINNING**

NORTHERLY LINE
 PAUL J. DOHERTY PARKWAY (PRIVATE)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	10.48'	1124.50'	0°32'03"	S36°35'32"W	10.48'

I HEREBY CERTIFY THAT THE MAP OF SURVEY SHOWN HEREON IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DONALD G. MILLER, PSM 6674
 NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MCKIM & CREED
 5701 Division Drive, Suite A
 Fort Myers, Florida 33905
 Phone (239) 275-8875
 LB 7917

Project:
 ALTA RESOURCES
 SWFL INTERNATIONAL AIRPORT
 PAUL J. DOHERTY PARKWAY
 LEE COUNTY, FLORIDA

Title:
 PUBLIC UTILITY EASEMENT
 Proj: 061580024 Dwg. No.
 Date: 3/9/2021 2 of 2

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board review and endorse the general scope of work and outline of the upcoming Skyplex Consultant and Brokerage Services Request for Proposals.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Gives staff direction on the contents of the future RFP.</p> | <p>5. CATEGORY: 18.
Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/15/2021</p> <p>7. BoPC MEETING DATE: 6/24/2021</p> |
|--|--|

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

10. BACKGROUND:

At the March 4, 2021 Joint ASMC/Board Workshop, the Board gave consensus direction to staff to prepare a Request for Proposals (RFP) to hire a firm to assist with Consultant and Brokerage Services related to the future development of the Skyplex area at the Southwest Florida International Airport (RSW). Since that time, staff has worked with its consultant, PMG, and the Lee County Economic Development Office, and researched other similar solicitations, including:

- Tampa Int'l Airport – Commercial Real Estate Services RFP
- El Paso Int'l Airport – Broker Services RFP
- Oklahoma City Airport – Real Estate Brokerage Services RFP
- Washington Dulles Airport – Commercial Real Estate Brokerage and Consultant Service RFP
- Atlanta Int'l Airport – Commercial Real Estate Consultant RFP
- Ft. Myers Downtown Redevelopment RFQ
- Ft. Myers Downtown Detention Basin RFQ

As a result, staff will present the general proposed scope of work, evaluation criteria, requested information and format of the future RFP for ASMC/Board review, comment and endorsement.

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. Crank</i>	<i>Benjamin R. Siegel</i>

- | | |
|--|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|--|---|

