



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

September 09, 2021

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

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

- 9:30 AM** **Invocation: Pastor Sean Bunger, Gateway Trinity Lutheran Church**
- Pledge of Allegiance**
- Convene as Board of County Commissioners**
- Public Comment**
- Administrative Agenda**
- Adjourn as Board of County Commissioners**
- Reconvene as Board of Port Commissioners**
- Public Comment on Consent and Administrative Agenda**
- Consent Agenda**
- **Items to be pulled for discussion by the Board**
 - **Motion to approve balance of items**
 - **Consideration of items pulled for discussion**
- Administrative Agenda**
- Commissioners' Items/Committee Appointments**
- Comments from the Chair of the Airports Special Management Committee**
- 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	

CONVENE AS BOARD OF COUNTY COMMISSIONERS

ADMINISTRATIVE AGENDA

ATTORNEY – Mark Trank

1. Convene as BoCC Request Board approve grant of permanent non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service to the FMY Holdings, LLC hangar at Page Field Airport.
Term:
N/A
Funding Source:
N/A

2. Request Board Convene as Board of County Commissioners to approve grant of perpetual Access Road Easement to South Florida Water Management District to provide non-exclusive access for vehicular and pedestrian access, ingress and egress, and maintenance purposes to access the easement area.
Term:
N/A
Funding Source:
N/A

ADJOURN AS BOARD OF COUNTY COMMISSIONERS

RECONVENE AS BOARD OF PORT COMMISSIONERS

CONSENT AGENDA

ADMINISTRATION – Brian McGonagle

3. Request Board approve the minutes for the Board of Port Commissioners meeting on June 1 and June 24, 2021.
Term:
N/A
Funding Source:
N/A

4. Request Board approve a Budget Amendment to the FY 2020-21 Lee County Port Authority Operating Fund to increase both revenue and expenses for Page Field
Term:
N/A
Funding Source:
41203

CONSENT AGENDA - Continued

ADMINISTRATION – Brian McGonagle

5. Request Board approve a “First Amendment to Airline-Airport Use and Lease Agreement with Frontier Airlines, Inc.”
Term:
extending from September 30, 2021, to September 30, 2023
Funding Source:
N/A
6. Request Board approve an “Aircraft Parking Agreement” with Olympus Aviation LLC.
Term:
month-to-month commencing May 1, 2021
Funding Source:
N/A
7. Request Board approve a Fifth Amendment to “Airline-Airport Use and Lease Agreement with Southwest Airlines Co.”
Term:
extending from September 30, 2021, to September 30, 2023
Funding Source:
N/A
8. Request Board approve a “Permit Agreement For Provision of Into-Plane Fueling Service at Southwest Florida International Airport” with FSM Group, LLC.
Term:
month-to-month, beginning August 1, 2021
Funding Source:
N/A
9. Request Board approve a “Lease of Terminal Space at Southwest Florida International Airport” with FSM Group, LLC.
Term:
month-to-month, beginning August 1, 2021
Funding Source:
N/A
10. Request Board approve an “Off-Airport Parking Company Airport Use Permit Agreement” with Ft Myers Airport Parking LLC.
Term:
month-to-month beginning August 1, 2021
Funding Source:
N/A

CONSENT AGENDA - Continued

ADMINISTRATION – Brian McGonagle

11. Request Board approve the Authority’s Shared Tenant Services business plan for airlines.
Term:
NA
Funding Source:
NA

COMMUNICATIONS & MARKETING – Vicki Moreland

12. Request Board approve a Professional Services Agreement with Ailevon Pacific Aviation Consulting, LLC for Air Service Consultant Services for Southwest Florida International Airport.
Term:
Three (3) years with optional two (2) one-year extensions
Funding Source:
General Airport Operating Revenue Fund - WC5121841200.503190, Air Service Development

AVIATION – Steven Hennigan

13. Request Board approve a three-year collective bargaining agreement effective October 1, 2021 through September 30, 2024, between Lee County Port Authority and Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, District 22, I.A.F.F., Inc.
Term:
Three (3) years commencing October 1, 2021 through September 30, 2024.
Funding Source:
NA
14. Request Board Approval of Voluntary Cooperation Agreement between Lee County Sheriff’s Office and Lee County Port Authority Police Department
Term:
Termination upon written execution of chief executive officers and receipt of delivery.
Funding Source:
No funding required

CONSENT AGENDA - Continued

AVIATION – Steven Hennigan

15. Request Board approve:
- A 3.25% wage increase for the Airport Police Department’s Collective Bargaining Unit, effective October 1, 2021.
- Reimbursement of up to \$300 annually for supplemental personal law enforcement liability insurance.
Term:
Effective October 1, 2021.
Funding Source:
N/A
16. Request Board award RFB 21-32MLB: Palm Frond Trimming at Southwest Florida International Airport to P&T Lawn and Tractor Service, Inc., the lowest, most responsive, responsible bidder in the estimated annual amount of \$41,200 per the terms and conditions of the contract, and authorize the Executive Director to approve and execute the contract renewal terms.
Term:
One initial three-year term with one (1) additional two-year renewal period with services to commence on or around October 01, 2021.
Funding Source:
General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport. Funds are available in Account String WJ5300041200.503490, Other Contracted Services.
17. Request Board award RFB 21-35MLB Airfield Runway Photometric Testing at the Southwest Florida International Airport, to Malms Navaid Inc., the lowest, most responsive, responsible bidder in the annual estimated amount of \$27,700 per the terms and conditions of the contract, and authorize the Executive Director to approve and execute contract renewal terms.
Term:
One (1) initial three-year term with two (2) additional one-year renewal periods with services to commence on or about October 01, 2021.
Funding Source:
General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport. Funds are available in Account String WJ5300041200.503490, Other Contracted Services.

CONSENT AGENDA - Continued

AVIATION – Steven Hennigan

18. Request Board award RFB 21-15MLB: Purchase & Delivery of Electric Motors for the Lee County Port Authority to Bob Dean Supply, Inc., the lowest, most responsive, and responsible bidder with an estimated annual amount of \$35,000 per the terms and conditions of the contract, and authorize the Executive Director to approve and execute the contract renewal terms.

Term:

One initial three-year term with one (1) additional two-year renewal period with services to commence on or around October 01, 2021.

Funding Source:

General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport. Funds are available in Account String WJ5100041200.504655, Repairs and Maintenance - Parts.

DEVELOPMENT – Mark Fisher

19. Request Board approve a contract amendment to Owen-Ames-Kimball Company (OAK), General Construction Manager/General Contractor to extend the contract time to potentially complete the ongoing Rehabilitation of Roads at the Southwest Florida International Airport.

Term:

Extended 3 years.

Funding Source:

N/A.

20. Request Board approve a contract amendment to Johnson Engineering, Design Manager, to extend the contract time to potentially complete the Rehabilitation of Roads at the Southwest Florida International Airport.

Term:

Extended 3 years.

Funding Source:

N/A.

ATTORNEY – Mark Trank

21. Request Board approve grant of permanent non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service to the FMY Holdings, LLC hangar at Page Field Airport.

Term:

N/A

Funding Source:

N/A

CONSENT AGENDA – Continued

ATTORNEY – Mark Trank

- 22.** Request Board approval of an Access Road Easement to South Florida Water Management District for nonexclusive access to the County-owned Florida Gulf Coast University Mitigation Site for vehicular and pedestrian access, ingress and egress, and maintenance purposes.

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA

ADMINISTRATION – Brian McGonagle

23. Request Board approve a “Land Lease for Construction of a Corporate Hangar Building at Southwest Florida International Airport” with CapStone Holdings Inc.
Term:
20 years, with two options to extend by five years each
Funding Source:
N/A

COMMUNICATIONS & MARKETING – Vicki Moreland

24. Request Board approve the renewal of the Air Service Incentive Plan.
Term:
Extend Plan to September 30, 2024
Funding Source:
Net operating revenues from the normal operation of Southwest Florida International Airport.

AVIATION – Steven Hennigan

25. Request Board approve the purchase and delivery of fleet and equipment repair parts from NAPA Auto Parts in the approximate annual amount of \$130,000, piggybacking the terms in Sourcewell Contract for aftermarket vehicle parts and supplies (32521-GPC).
Term:
One (1) - Four (4) year term with no renewal options that expires on May 19, 2025.
Funding Source:
General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport and Page Field. Funds are available in Account String WJ5100041200.504655, Repairs and Maintenance - Parts, for RSW and Account String UH5120041203.504655, Repairs and Maintenance - Parts, for FMY.
26. Request Board approve the Aircraft Administration and Flight Services Agreement with Brown Aviation for the Authority’s aircraft and authorize expenditure not to exceed \$500,000 over the 5-year term of the Agreement.
Term:
Five (5) years with no option for renewal.
Funding Source:
Acct. WJ5100041200.503190

ADMINISTRATIVE AGENDA - Continued

AVIATION – Steven Hennigan

27. Request Board approve LCPA to piggyback the State of Florida Department of Transportation Airport Pavement Marking Condition Assessment Services and Airport Pavement Marking and Related Services Contract DOT-RFP-21-9019-CA.
Term:
Two year term to commence after 10/01/2021 and expiring two years after the contract start date
Funding Source:
General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport. Funds are available in Account String WJ5300041200.503490, Other Contracted Services, contingent upon approval of the associated fiscal year operating budgets not to exceed \$250,000 annually.
28. Request Board approval for the purchase of seven (7) Ford fleet vehicles from Tamiami Ford under Collier County contract number 19-7522 and eight (8) Chevrolet fleet vehicles from Alan Jay Automotive under Sourcewell contract number 060920-NAF for the total amount of \$800,114 for all quotes received; and allow the Executive Director to approve up to an additional 15% contingency amount or \$120,017 not to exceed a total cost of \$920,131
Term:
One-time purchase
Funding Source:
General Airport Operating Revenues derived from airport user fees in the estimated amount of \$920,131 from account string VB5131541200-506430.

AVIATION – Mark Fisher

29. Request Board rank proposals submitted for RFP 21-44NJD On-call General Repairs, Maintenance and Project Services (acting as General Contractor).
Term:
5 Years
Funding Source:
N/A

DEVELOPMENT – Mark Fisher

30. Request Board approve a federal grant (Other Transaction Agreement - OTA) between the United States of America, as represented by the Transportation Security Administration (TSA), and the Lee County Port Authority for \$2,437,018.52 to partially reimburse the Port Authority for costs related to the baggage handling system for the Midfield Terminal
Term:
N/A
Funding Source:
N/A

ADMINISTRATIVE AGENDA - Continued

DEVELOPMENT – Mark Fisher

31. Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0135-058-2021) from the Federal Aviation Administration in the amount of \$1,999,776 for the Southwest Florida International Airport's Master Plan Study update.

Term:

N/A

Funding Source:

N/A

32. Request Board endorse RSW aviation activity forecasts to be used in the RSW Master Plan Update.

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

1. **REQUESTED MOTION/PURPOSE:** Request Board Convene as Board of County Commissioners to approve a grant of permanent non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service to the FMY Holdings, LLC hangar at Page Field 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 to provide electrical service to the FMY Holdings, LLC hangar at Page Field Airport.

5. **CATEGORY:** 1.
Administrative Agenda

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 9/9/2021

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 has requested the Board of County Commissioners grant a non-exclusive underground utility easement to provide electrical service to the FMY Holdings, LLC hangar at Page Field Airport. It is in the best interest of the County and Port Authority to grant the requested easement.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

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

Blue Sheet No. <System Generated>	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: <u>9/9/2021</u>	Item No. <System Generated>
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TITLE:


Permanent Non-Exclusive Public Utility Easement grant to Florida Power & Light to provide electrical service to the FMY Holdings, LLC hangar at Page Field 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 to provide electrical service to the FMY Holdings, LLC hangar at Page Field Airport.

FUNDING: N/A

WHAT ACTION ACCOMPLISHES: Grants a permanent non-exclusive public utility easement to allow Florida Power & Light to provide electrical service to the FMY Holdings, LLC hangar at Page Field 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 requests the Board grant a permanent non-exclusive underground utility easement to provide electrical service to the FMY Holdings, LLC hangar at Page Field 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.: 1-45-24-00-00007.0000

Section 01, Twp. 45 S, Range 24 E

PERMANENT PUBLIC UTILITY EASEMENT

This Permanent Public Utility Easement ("Easement") is made this 9th day of September, 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 its licensees, agents, successors and assigns (collectively "Grantee").

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 Grantee 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.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located

within or adjacent to the Easement Area, including the right to construct or maintain facilities that longitudinally and laterally traverse the Easement Area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS 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



Description

Easement Description:

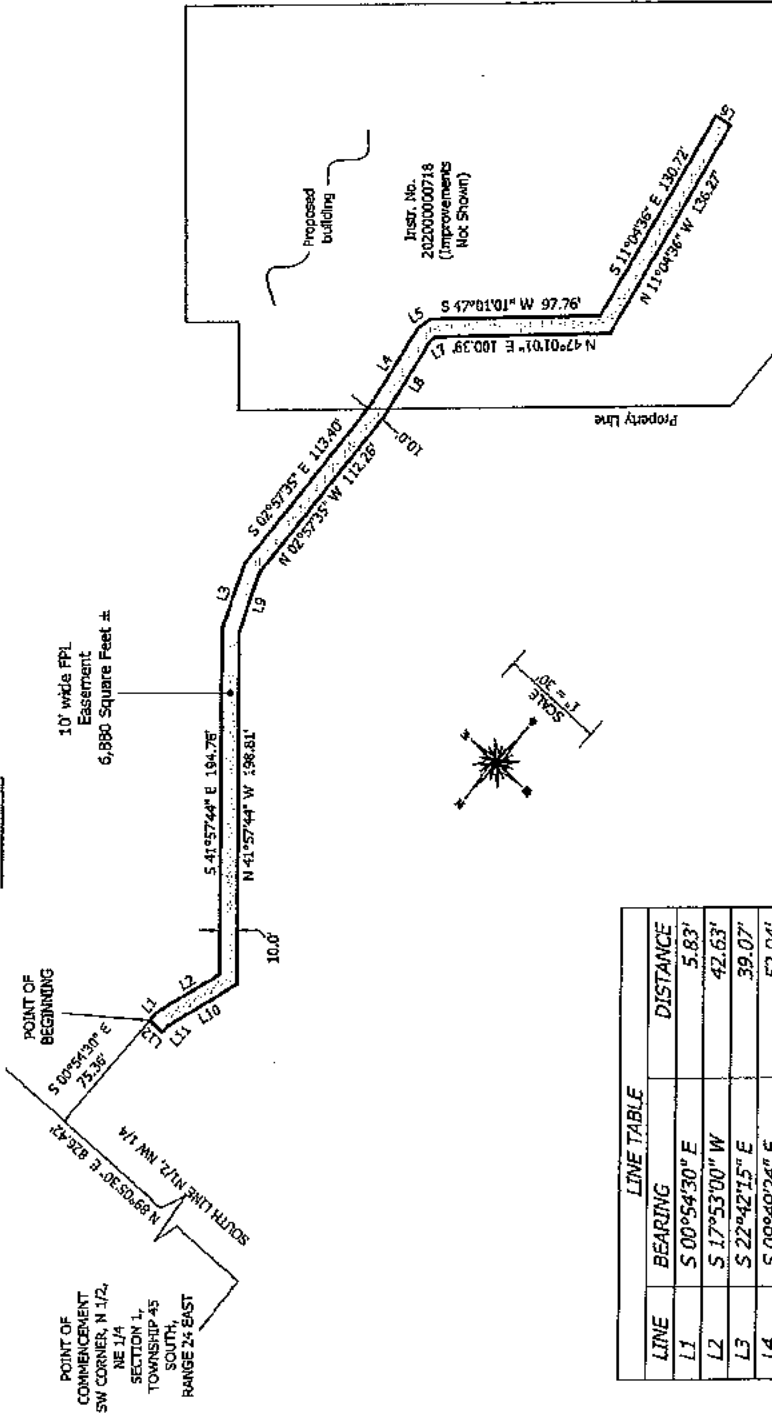
A Parcel of land situated within Page Field Airport Lands lying in Section 01, Township 45 South, Range 24 East, Lee County, Florida more particularly described as follows:

Commencing at the Southwest Corner of the North 1/2 of the Northeast 1/4 of Section 01, Township 45 South, Range 24 East, Lee County, Florida; thence N 89°05'30" E along the South line of the North 1/2 of the Northeast 1/4 of Section 01, Township 45 South, Range 24 East, Lee County, Florida, a distance of 826.42 feet; thence leaving said South line run the perpendicular bearing of S 00°54'30" E a distance of 75.36 feet to Point of Beginning of the lands herein described; thence from said Point of Beginning continue S 00°54'30" E a distance of 5.83 feet; thence S 17°53'00" W a distance of 42.63 feet; thence S 41°57'44" E a distance of 194.76 feet; thence S 22°42'15" E a distance of 39.07 feet; thence S 02°57'35" E a distance of 113.40 feet; thence S 09°49'24" E a distance of 52.94 feet; thence S 14°27'50" W a distance of 9.12 feet; thence S 47°01'01" W a distance of 97.76 feet; thence S 11°04'36" E a distance of 130.72 feet; thence S 78°55'24" W a distance of 10.00 feet; thence N 11°04'36" W a distance of 136.27 feet; thence N 47°01'01" E a distance of 100.39 feet; thence N 14°27'50" E a distance of 4.04 feet; thence N 09°49'24" W a distance of 51.39 feet; thence N 02°57'35" W a distance of 112.26 feet; thence N 22°42'15" W a distance of 35.63 feet; thence N 41°57'44" W a distance of 198.81 feet; thence N 17°53'00" E a distance of 46.73 feet; thence N 00°54'30" W a distance of 4.17 feet; thence N 88°56'01" E a distance of 10.00 feet and the Point of Beginning.

Said Parcel contains 6,880 Square feet or 0.16 Acres more or less.

THIS IS NOT A SURVEY	Description to Accompany Sketch 10' Wide FPL Easement <i>A tract of land lying in a portion of Section 01, Township 45 South, Range 24 East, Lee County, Florida</i>	
<i>Sheet 1 of 2</i>	 324 Nicholas Parkway W, Unit A Cape Coral, Florida 33991 Phone: (239) 673-9541 www.Ardurra.com License #LB-2610 ARDURRA COLLABORATE. INNOVATE. CREATE.	I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on June 14, 2021 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 51-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.  Digitally signed by Jeffrey Stouten Date: 2021.06.16 08:02:38 -0400 JEFFREY D. STOUTEN (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 8384 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER
JOB # 21-0391 PREPARED FOR: Sherer Construction	SECTIONS 01, TOWNSHIP 45S, RANGE 24E	

Sketch



LINE	BEARING	DISTANCE
L1	S 00°54'30" E	5.83'
L2	S 17°53'00" W	42.63'
L3	S 22°42'15" E	39.07'
L4	S 09°49'24" E	52.94'
L5	S 14°27'50" W	9.12'
L6	S 78°55'24" W	10.00'
L7	N 14°27'50" E	4.04'
L8	N 09°49'24" W	51.39'
L9	N 22°42'15" W	35.63'
L10	N 17°53'00" E	46.73'
L11	N 00°54'30" W	4.17'
L12	N 88°56'01" E	10.00'

SURVEY NOTES:

1. READINGS ARE BASED ON SOUTHERLY LINE OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, AS MONUMENTED IN THE FIELD, BEING SURVEYED.
2. MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. THIS IS A TOPOGRAPHIC SURVEY.
4. ADJUSTMENTS TO CORRECTIONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR.
5. DO NOT COPY VERTICAL DATA WITHOUT THE WRITTEN CONSENT OF ARDURRA, INC.
6. NOT VALID WITHOUT SHEET 1 OF 1.

Sheet 2 of 2

Sketch to Accompany Description
10' Wide FPL Easement
A tract of land lying in a portion of
Section 01, Township 45 South, Range
24 East, Lee County, Florida

THIS IS NOT A SURVEY



354 Nicholas Parkway W, Unit A
 Cape Coral, Florida 33991
 Phone: (239) 673-9941
 www.ardurra.com
 License PELB-6610

JOB # 21-0091	PREPARED FOR: Sherril Corporation
SECTION 01, TOWNSHIP 45S, RANGE 24E	
DATE	REVISION

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented herein, made under my direction on June 14, 2021 is in accordance with Standards & Practices set out forth by the Florida Board of Professional Surveyors & Mappers, Chapter 34-17, Florida Administrative Code, pursuant to Section 475.027 Florida Statutes.

SEE SHEET 1 OF 2 FOR SIGNATURE AND SEAL.

ARDURRA IS PROVIDING THIS DRAWING FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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 Perpetual Access Road Easement to South Florida Water Management District for nonexclusive access to the County-owned Florida Gulf Coast University Mitigation Site for vehicular and pedestrian access, ingress and egress, and maintenance purposes.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Approves a grant of an Access Road Easement to South Florida Water Management District for nonexclusive access to the County-owned Florida Gulf Coast University Mitigation Site to provide District staff, contractors, and other agency invitees to access the District Mitigation Site through the Mitigation Park for vehicular and pedestrian access, ingress and egress, and maintenance purposes.

5. **CATEGORY:** 2.
Administrative Agenda

6. **ASMC MEETING DATE:**

7. **BoPC MEETING DATE:** 9/9/2021

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Mark A. Trank

DIV. Port Attorney

10. BACKGROUND:

The Authority operates the Southwest Florida International Airport in Fort Myers, Florida (Airport) and maintains a certain area, known as the Lee County Port Authority Mitigation Park, (the "Mitigation Park") as mitigation lands for the Airport. The Florida Gulf Coast University Mitigation Site (the "District Mitigation Site")(STRAP # 12-46-26-00-00001.1000 FOLIO ID 10351623) was purchased by Lee County to mitigate the development of the University and Treeline Road, address secondary impacts associated with the University and related developments, and provide mitigation for Treeline Road; and is under the management authority of the South Florida Water Management District. District Mitigation Site land management activities consist of prescribed fire, forestry and vegetation management (e.g. mowing, shredding), wildlife management, including monitoring, exotic vegetation control, natural community health monitoring, and habitat restoration. The District has requested the County and Port Boards approve and grant a perpetual Access Road Easement to provide District staff, contractors, and other agency invitees to access the District Mitigation Site through the Mitigation Park. It is in the best interests of the County and Port Authority to grant the requested easement.

Attachment: Perpetual Access Road Easement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

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

Blue Sheet No. <System Generated>	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: <u>9/9/2021</u>	Item No. <System Generated>
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TITLE:

Approval of Perpetual Access Road Easement to South Florida Water Management District for nonexclusive access to County-owned Florida Gulf Coast University Mitigation Site for vehicular and pedestrian access, ingress and egress, and maintenance purposes.

ACTION REQUESTED: Request Board convene as the Board of County Commissioners to approve a Perpetual Access Road Easement to South Florida Water Management District for nonexclusive access to the County-owned Florida Gulf Coast University Mitigation Site for vehicular and pedestrian access, ingress and egress, and maintenance purposes.

FUNDING: N/A

WHAT ACTION ACCOMPLISHES: Approves a grant of an Access Road Easement to South Florida Water Management District for nonexclusive access to the County-owned Florida Gulf Coast University Mitigation Site to provide District staff, contractors, and other agency invitees to access the District Mitigation Site through the Mitigation Park for vehicular and pedestrian access, ingress and egress, and maintenance purposes.

MANAGEMENT RECOMMENDATION: Approve Perpetual Access Road 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:

The Authority operates the Southwest Florida International Airport in Fort Myers, Florida (Airport) and maintains a certain area, known as the Lee County Port Authority Mitigation Park, (the "Mitigation Park") as mitigation lands for the Airport. The Florida Gulf Coast University Mitigation Site (the "District Mitigation Site")(STRAP # 12-46-26-00-00001.1000 FOLIO ID 10351623) was purchased by Lee County to mitigate the development of the University and Treeline Road, address secondary impacts associated with the University and related developments, and provide mitigation for Treeline Road; and is under the management authority of the South Florida Water Management District. District Mitigation Site land management activities consist of prescribed fire, forestry and vegetation management (e.g. mowing, shredding), wildlife management, including monitoring, exotic vegetation control, natural community health monitoring, and habitat restoration. The District has requested the County and Port Boards approve and grant a perpetual Access Road Easement to provide District staff, contractors, and other agency invitees to access the District Mitigation Site through the Mitigation Park. It is in the best interests of the County and Port Authority to grant the requested easement.

Attachment: Perpetual Access Road 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>

**Prepared By & Return to:
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
3301 Gun Club Road
West Palm Beach, FL 33406
ATTN: Real Estate Division, MSC#3710**

Tract No.: F6600-834, 835

PERPETUAL ACCESS ROAD EASEMENT

THIS PERPETUAL ACCESS ROAD EASEMENT is made this _____ day of _____, 2021, between **LEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902, hereinafter referred to as "Grantor", and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a governmental entity created by Chapter 373, Florida Statutes, with its principal office and mailing address at 3301 Gun Club Road, West Palm Beach, Florida 33406, hereinafter referred to as "Grantee".

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good, adequate and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a perpetual, non-exclusive access road easement for vehicular and pedestrian access, ingress and egress, and maintenance purposes ("Access Easement") in, on, over, across, through and with respect to the real property located in Lee County, Florida described in Exhibit "A" attached hereto and made a part hereof (the "Access Easement Area"), in favor of, benefiting and running with all lands now or hereafter owned, controlled and/or used by Grantee.

Grantee shall have the right, but not the obligation, to maintain and/or improve the Access Easement Area as determined by Grantee in order to ensure the full enjoyment of the rights granted and conveyed by this Access Easement. This Access Easement shall at no time be obstructed by any object which would prohibit access, ingress or egress, to and from any lands owned, controlled or used by Grantee or in any manner, interfere with the purposes of this Access Easement. Notwithstanding the foregoing, Grantee agrees not to block access to the Grantor, its agents, representatives and assigns, for purposes relating to work authorized by Grantor in the Access Easement Area.

Grantee further agrees to remedy any damage caused by its activities within the Access Easement Area, with remediation limited to restoration of the lands to the condition in existence prior to such damage.

All terms, conditions and provisions of this Access Easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

TO HAVE AND TO HOLD this Perpetual Access Road Easement the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the proper use, benefit and behoof of the Grantee, its successors and assigns forever.

Grantor hereby covenants that it is lawfully seized of the Access Easement Area in fee simple and that it has good and lawful authority to convey this easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its authorized hand and seal this ____ day of _____, 2021.

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

LINDA DOGGETT, CLERK

By: _____
Signature

Typed or printed name
Deputy Clerk

By: _____
Signature

Typed or printed name
Chair/Vice-Chair

APPROVED AT TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

Lee County Attorney's Office

Exhibit "A"
Tract No. F6600-835

Two (2) Strips of land

Strip 1

A 30-foot-wide strip of land in Sections 13,14 and 23 Township 46 South, Range 26 East, Lee County Florida; said strip of land lying 15 feet on both sides of the follow described line:

Commence at the South one-quarter (S¼) corner of said Section 23, thence bear South 89°55'57" West (Bearing Base) a distance of 671.80 feet; Thence, North 02°35'21" East, a distance of 50.05 feet to the North right of way line of Corkscrew Road and the Point of Beginning of said strip of land;

Thence, continue North 02°35'21" East, a distance of 136.10 feet;

Thence, North 03°09'10" West, a distance of 136.34 feet;

Thence, North 03°16'46" East, a distance of 112.35 feet;

Thence, North 03°33'21" West, a distance of 160.41 feet;

Thence, North 15°09'34" West, a distance of 93.87 feet;

Thence, North 27°41'55" West, a distance of 91.85 feet;

Thence, North 37°37'33" West, a distance of 160.72 feet;

Thence, North 15°20'57" West, a distance of 121.38 feet;

Thence, North 00°45'45" West, a distance of 618.52 feet;

Thence, North 03°15'41" West, a distance of 75.05 feet;

Thence, North 01°07'31" East, a distance of 444.83 feet;

Thence, North 00°57'44" West, a distance of 468.33 feet;

Thence, North 02°43'29" East, a distance of 166.24 feet;

Thence, North 10°42'06" East, a distance of 92.41 feet;

Thence, North 40°32'50" East, a distance of 219.55 feet;

Thence, North 22°36'53" East, a distance of 63.42 feet;

Thence, North 06°10'38" East, a distance of 79.30 feet;

Thence, North 00°25'54" West, a distance of 1660.59 feet;

Thence, North 00°22'47" East, a distance of 454.11 feet;

Thence, North 73°17'46" East, a distance of 55.90 feet;

Thence, South 81°33'32" East, a distance of 74.31 feet;

Thence, South 89°23'11" East, a distance of 333.81 feet;

Thence, North 85°36'07" East, a distance of 119.50 feet;

Thence, North 81°08'41" East, a distance of 57.99 feet;

Thence, North 58°42'53" East, a distance of 54.82 feet;

Thence, North 39°01'51" East, a distance of 75.64 feet;

Thence, North 26°38'57" East, a distance of 74.88 feet;

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
P.O. BOX 24680, 3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

THIS IS NOT A SURVEY

SECTIONS 13,14 & 23
TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

EXHIBIT "A"
TRACT NO. F6600-835

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	1 2. -

Thence, North 38°52'10" East, a distance of 63.08 feet;
 Thence, North 75°14'51" East, a distance of 41.08 feet;
 Thence, South 82°10'20" East, a distance of 59.93 feet;
 Thence, South 70°22'48" East, a distance of 63.07 feet;
 Thence, South 21°37'23" East, a distance of 119.87 feet;
 Thence, South 41°49'02" East, a distance of 41.62 feet;
 Thence, South 69°02'54" East, a distance of 47.67 feet;
 Thence, South 89°48'23" East, a distance of 267.72 feet;
 Thence, North 85°04'07" East, a distance of 214.74 feet;
 Thence, North 14°29'58" East, a distance of 357.45 feet;
 Thence, North 09°58'13" East, a distance of 144.97 feet;
 Thence, North 14°21'34" East, a distance of 344.43 feet;
 Thence, North 09°24'54" East, a distance of 96.63 feet;
 Thence, North 12°41'05" East, a distance of 256.60 feet;
 Thence, North 38°24'56" East, a distance of 78.04 feet;
 Thence, North 55°22'27" East, a distance of 422.78 feet;
 Thence, North 50°51'58" East, a distance of 139.97 feet;
 Thence, North 53°25'36" East, a distance of 155.23 feet;
 Thence, North 56°59'31" East, a distance of 175.08 feet;
 Thence, North 36°49'40" East, a distance of 139.66 feet;
 Thence, North 18°52'31" East, a distance of 198.60 feet to Point "A";
 Thence, South 60°37'47" East, a distance of 171.05 feet;
 Thence, South 86°11'32" East, a distance of 28.17 feet;
 Thence, North 59°42'27" East, a distance of 29.66 feet;
 Thence, North 42°29'27" East, a distance of 88.78 feet;
 Thence, North 75°05'19" East, a distance of 131.49 feet;
 Thence, South 86°46'10" East, a distance of 33.16 feet;
 Thence, North 76°35'16" East, a distance of 72.57 feet;
 Thence, North 52°26'55" East, a distance of 58.31 feet;
 Thence, North 11°17'17" East, a distance of 55.68 feet;
 Thence, North 01°29'00" West, a distance of 509.59 feet;
 Thence, North 13°47'01" East, a distance of 76.10 feet;
 Thence, North 14°41'41" West, a distance of 91.16 feet;
 Thence, North 19°15'15" East, a distance of 71.98 feet;
 Thence, North 48°03'04" East, a distance of 96.71 feet;
 Thence, North 13°45'45" East, a distance of 86.66 feet;
 Thence, North 43°58'56" East, a distance of 35.19 feet;
 Thence, North 55°50'01" East, a distance of 75.50 feet;
 Thence, North 42°24'50" East, a distance of 31.56 feet;
 Thence, North 16°14'05" East, a distance of 75.98 feet;

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
 P.O. BOX 24680, 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

THIS IS NOT A SURVEY

SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

EXHIBIT "A"
 TRACT NO. F6600-835

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	2 -

Thence, North 40°42'55" East, a distance of 136.19 feet;
 Thence, North 51°02'32" East, a distance of 63.47 feet;
 Thence, North 42°22'23" East, a distance of 367.36 feet;
 Thence, North 13°38'55" East, a distance of 26.49 feet;
 Thence, North 27°58'44" West, a distance of 46.60 feet;
 Thence, North 41°02'09" West, a distance of 140.99 feet;
 Thence, North 16°35'29" West, a distance of 271.39 feet;
 Thence, North 04°44'40" East, a distance of 136.24 feet;
 Thence, North 17°29'12" West, a distance of 235.40 feet;
 Thence, North 27°31'30" West, a distance of 332.84 feet;
 Thence, North 19°36'57" West, a distance of 339.52 feet;
 Thence, North 41°59'34" West, a distance of 42.47 feet;
 Thence, North 54°53'11" West, a distance of 152.74 feet;
 Thence, North 01°05'44" West, a distance of 51.39 feet, to the North line of said Section 13 and the South line of Section 12, Township 46 South, Range 26 East and the end of the specifically described line.

The sidelines of said strip are to shorten or lengthen to form a continuous strip. The continuous strip is bounded on the south by the North line of Corkscrew road and bounded on the North by the South line of Section 12, Township 46 South, Range 26 East.

Strip 2

A 30-foot-wide strip of land in Sections 13 and 14 Township 46 South, Range 26 East, Lee County Florida; said strip of land lying 15 feet on both sides of the follow described line:

Commence at the end of the specifically described line in Strip 1; Thence, South 01°05'44" East, a distance of 15.00 feet to a point on a line that is 15 foot southerly of parallel with and as measured at right angle to the South line of said Section 12 and the **Point of Beginning** of said line;

Thence, South 89°36'41" West, a distance of 174.08 feet;
 Thence, South 23°47'29" West, a distance of 40.72 feet;
 Thence, South 09°36'47" West, a distance of 36.67 feet;
 Thence, South 21°45'54" East, a distance of 94.48 feet;
 Thence, South 01°53'55" West, a distance of 184.68 feet;
 Thence, South 50°24'40" West, a distance of 62.84 feet;
 Thence, North 88°24'16" West, a distance of 603.16 feet;
 Thence, South 28°31'59" West, a distance of 45.62 feet;
 Thence, South 48°54'36" West, a distance of 51.29 feet;
 Thence, South 24°52'06" West, a distance of 36.77 feet;

THIS IS NOT A SURVEY

SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION P.O. BOX 24680, 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680					
EXHIBIT "A" TRACT NO. F6600-835					
DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	3 2.-

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Thence, South 38°59'32" West, a distance of 83.35 feet;
 Thence, South 17°22'06" West, a distance of 843.51 feet;
 Thence, South 69°43'31" West, a distance of 160.46 feet;
 Thence, South 38°29'48" West, a distance of 45.80 feet;
 Thence, South 06°00'49" East, a distance of 139.32 feet;
 Thence, South 30°35'20" West, a distance of 178.83 feet;
 Thence, South 00°56'36" West, a distance of 52.53 feet;
 Thence, South 36°45'54" West, a distance of 201.83 feet;
 Thence, South 25°23'36" East, a distance of 301.07 feet;
 Thence, North 54°34'18" East, a distance of 678.32 feet;
 Thence, South 72°19'41" East, a distance of 43.26 feet;
 Thence, South 19°39'21" East, a distance of 730.38 feet;
 Thence, South 18°30'06" East, a distance of 500.74 feet;
 Thence, South 02°07'15" East, a distance of 33.22 feet;
 Thence, South 20°36'30" West, a distance of 140.70 feet to Point "A" as described in Strip 1
 and the **End of the described line**;
 The sidelines of said strip are to shorten or lengthen to form a continuous strip. At Point "A"
 the strip is continued to Strip 1.

Strip 1 and 2 contain 13.24 acres more or less

THIS IS NOT A SURVEY

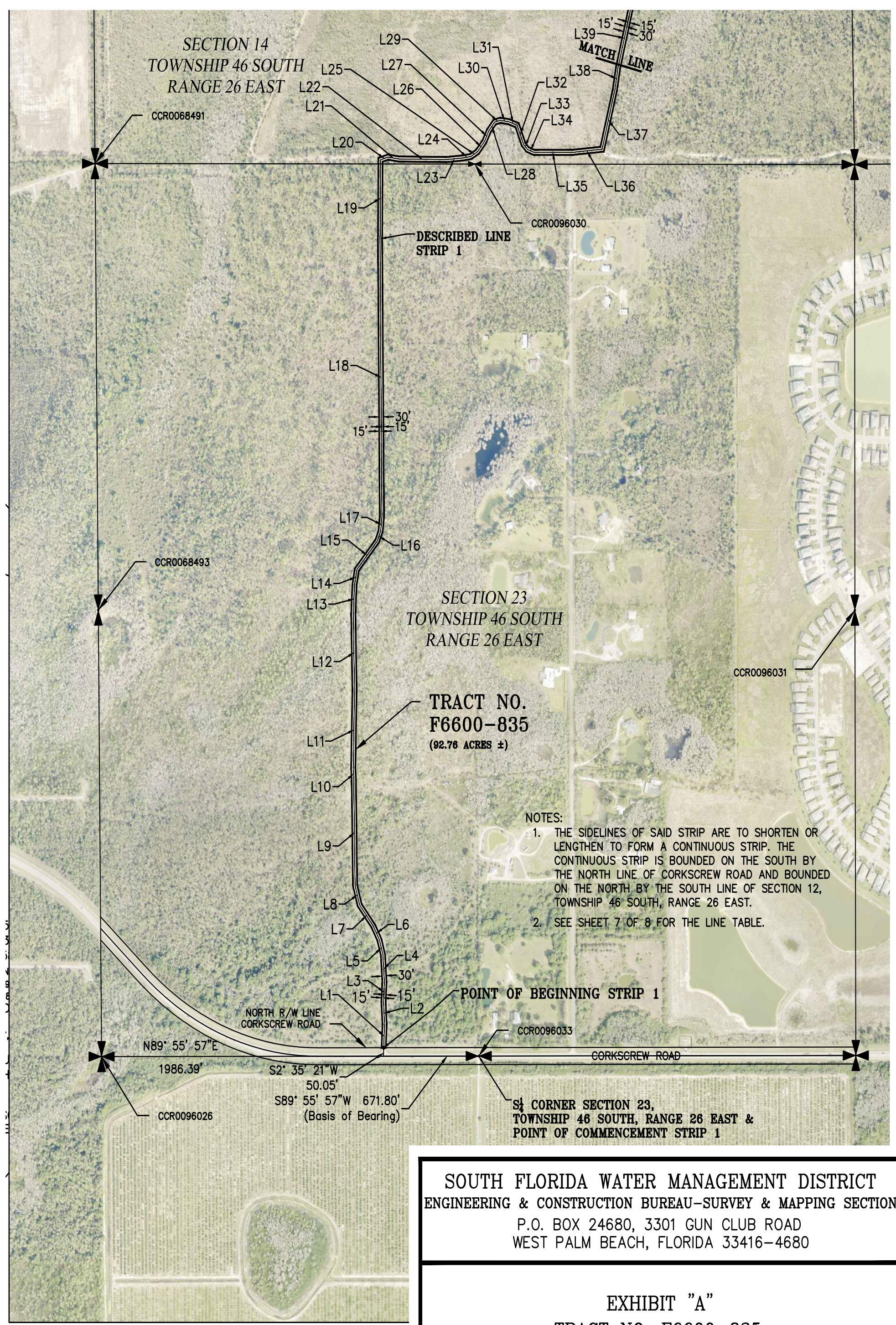
SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
 P.O. BOX 24680, 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

EXHIBIT "A"
 TRACT NO. F6600-835

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	4 2. -

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NOTES:

1. THE SIDELINES OF SAID STRIP ARE TO SHORTEN OR LENGTHEN TO FORM A CONTINUOUS STRIP. THE CONTINUOUS STRIP IS BOUNDED ON THE SOUTH BY THE NORTH LINE OF CORKSCREW ROAD AND BOUNDED ON THE NORTH BY THE SOUTH LINE OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 26 EAST.
2. SEE SHEET 7 OF 8 FOR THE LINE TABLE.

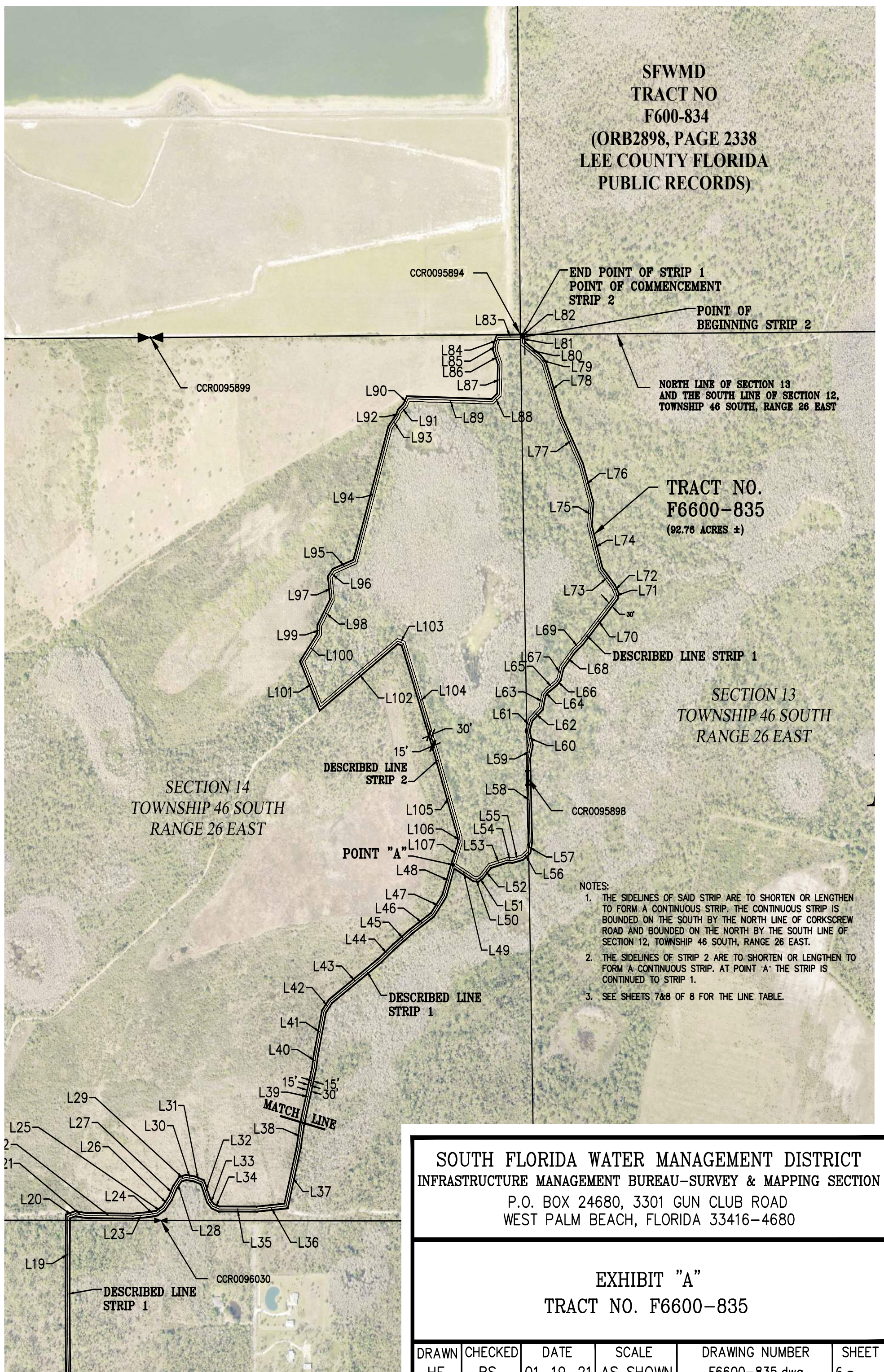
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
 P.O. BOX 24680, 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680**

**EXHIBIT "A"
 TRACT NO. F6600-835**

**SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA**

DRAWN HE	CHECKED RS	DATE 06-22-21	SCALE AS SHOWN	DRAWING NUMBER F6600-835.dwg	SHEET 5 2. -
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SFWMD
TRACT NO
F600-834
(ORB2898, PAGE 2338
LEE COUNTY FLORIDA
PUBLIC RECORDS)



NORTH LINE OF SECTION 13
AND THE SOUTH LINE OF SECTION 12,
TOWNSHIP 46 SOUTH, RANGE 26 EAST

TRACT NO.
F6600-835
(92.76 ACRES ±)

SECTION 13
TOWNSHIP 46 SOUTH
RANGE 26 EAST

SECTION 14
TOWNSHIP 46 SOUTH
RANGE 26 EAST

- NOTES:
1. THE SIDELINES OF SAID STRIP ARE TO SHORTEN OR LENGTHEN TO FORM A CONTINUOUS STRIP. THE CONTINUOUS STRIP IS BOUNDED ON THE SOUTH BY THE NORTH LINE OF CORKSCREW ROAD AND BOUNDED ON THE NORTH BY THE SOUTH LINE OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 26 EAST.
 2. THE SIDELINES OF STRIP 2 ARE TO SHORTEN OR LENGTHEN TO FORM A CONTINUOUS STRIP. AT POINT 'A' THE STRIP IS CONTINUED TO STRIP 1.
 3. SEE SHEETS 7&8 OF 8 FOR THE LINE TABLE.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INFRASTRUCTURE MANAGEMENT BUREAU—SURVEY & MAPPING SECTION
P.O. BOX 24680, 3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EXHIBIT "A"
TRACT NO. F6600-835

DRAWN HE	CHECKED RS	DATE 01-19-21	SCALE AS SHOWN	DRAWING NUMBER F6600-835.dwg	SHEET 2. -
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Line Table		
Line #	Direction	Length
L1	N2° 35' 21"E	136.10
L2	N3° 09' 10"W	136.34
L3	N3° 16' 46"E	112.35
L4	N3° 33' 21"W	160.41
L5	N15° 09' 34"W	93.87
L6	N27° 41' 55"W	91.85
L7	N37° 37' 33"W	160.72
L8	N15° 20' 57"W	121.38
L9	N0° 45' 45"W	618.52
L10	N3° 15' 41"W	75.05
L11	N1° 07' 31"E	444.83
L12	N0° 57' 44"W	468.33
L13	N2° 43' 29"E	166.24
L14	N10° 42' 06"E	92.41
L15	N40° 32' 50"E	219.55
L16	N22° 36' 53"E	63.42
L17	N6° 10' 38"E	79.30
L18	N0° 25' 54"W	1660.59
L19	N0° 22' 47"E	454.11
L20	N73° 17' 46"E	55.90
L21	S81° 33' 32"E	74.31
L22	S89° 23' 11"E	333.81
L23	N85° 36' 07"E	119.50
L24	N81° 08' 41"E	57.99
L25	N58° 42' 53"E	54.82
L26	N39° 01' 51"E	75.64
L27	N26° 38' 57"E	74.88

Line Table		
Line #	Direction	Length
L28	N38° 52' 10"E	63.08
L29	N75° 14' 51"E	41.08
L30	S82° 10' 20"E	59.93
L31	S70° 22' 48"E	63.07
L32	S21° 37' 23"E	119.87
L33	S41° 49' 02"E	41.62
L34	S69° 02' 54"E	47.67
L35	S89° 48' 23"E	267.72
L36	N85° 04' 07"E	214.74
L37	N14° 29' 58"E	357.45
L38	N9° 58' 13"E	144.97
L39	N14° 21' 34"E	344.43
L40	N9° 24' 54"E	96.63
L41	N12° 41' 05"E	256.60
L42	N38° 24' 56"E	78.04
L43	N55° 22' 27"E	422.78
L44	N50° 51' 58"E	139.97
L45	N53° 25' 36"E	155.23
L46	N56° 59' 31"E	175.08
L47	N36° 49' 40"E	139.66
L48	N18° 52' 31"E	198.60
L49	S60° 37' 47"E	171.05
L50	S86° 11' 32"E	28.17
L51	N59° 42' 27"E	29.66
L52	N42° 29' 27"E	88.78
L53	N75° 05' 19"E	131.49
L54	S86° 46' 10"E	33.16

Line Table		
Line #	Direction	Length
L55	N76° 35' 16"E	72.57
L56	N52° 26' 55"E	58.31
L57	N11° 17' 17"E	55.68
L58	N1° 29' 00"W	509.59
L59	N13° 47' 01"E	76.10
L60	N14° 41' 41"W	91.16
L61	N19° 15' 15"E	71.98
L62	N48° 03' 04"E	96.71
L63	N13° 45' 45"E	86.66
L64	N43° 58' 56"E	35.19
L65	N55° 50' 01"E	75.50
L66	N42° 24' 50"E	31.56
L67	N16° 14' 05"E	75.98
L68	N40° 42' 55"E	136.19
L69	N51° 02' 32"E	63.47
L70	N42° 22' 23"E	367.36
L71	N13° 38' 55"E	26.49
L72	N27° 58' 44"W	46.60
L73	N41° 02' 09"W	140.99
L74	N16° 35' 29"W	271.39
L75	N4° 44' 40"E	136.24
L76	N17° 29' 12"W	235.40
L77	N27° 31' 30"W	332.84
L78	N19° 36' 57"W	339.52
L79	N41° 59' 34"W	42.47
L80	N54° 53' 11"W	152.74
L81	N1° 05' 44"W	51.39

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
P.O. BOX 24680, 3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

THIS IS NOT A SURVEY
SECTIONS 13,14 & 23
TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

EXHIBIT "A"
TRACT NO. F6600-835

DRAWN HE	CHECKED RS	DATE 06-22-21	SCALE AS SHOWN	DRAWING NUMBER F6600-835.dwg	SHEET 7 2. -
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Line Table		
Line #	Direction	Length
L82	S1° 05' 44"E	15.00
L83	S89° 36' 41"W	174.08
L84	S23° 47' 29"W	40.72
L85	S9° 36' 47"W	36.67
L86	S21° 45' 54"E	94.48
L87	S1° 53' 55"W	184.68
L88	S50° 24' 40"W	62.84
L89	N88° 24' 16"W	603.16
L90	S28° 31' 59"W	45.62
L91	S48° 54' 36"W	51.29
L92	S24° 52' 06"W	36.77
L93	S38° 59' 32"W	83.35
L94	S17° 22' 06"W	843.51
L95	S69° 43' 31"W	160.46
L96	S38° 29' 48"W	45.80
L97	S6° 00' 49"E	139.32
L98	S30° 35' 20"W	178.83
L99	S0° 56' 36"W	52.53
L100	S36° 45' 54"W	201.83
L101	S25° 23' 36"E	301.07
L102	N54° 34' 18"E	678.32
L103	S72° 19' 41"E	43.26
L104	S19° 39' 21"E	730.38
L105	S18° 30' 06"E	500.74
L106	S2° 07' 15"E	33.22
L107	S20° 36' 30"W	140.70

LEGEND

ORB = Official Records Book
 CCR = CERTIFIED CORNER RECORD
 R/W = RIGHT OF WAY



= SECTION CORNER



= ONE-QUARTER SECTION CORNER

Tract No. F6600-835 (13.24 Acres ±)

SURVEYOR'S NOTES

1. This is an electronically signed and sealed document pursuant to Chapter 5J-17.062, Florida Administrative Code. The printed survey map or report or copies thereof are not valid without the original signature and raised seal of a Florida licensed surveyor or mapper.
 2. This description sketch is not valid unless accompanied by a legal description.

CERTIFICATION

I **HEREBY CERTIFY** that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.
 I **FURTHER CERTIFY** that this description and sketch was made under my responsible charge and meets the applicable Standards of Practice for a description/sketch as set forth by the Florida Board of Professional Surveyors and Mappers in 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida State Statutes.
 No search of the public records has been made by this office.

DATE OF SIGNATURE: 04-aug-21

Howard J. Ehmke II
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4191

THIS IS NOT A SURVEY

SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION P.O. BOX 24680, 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680					
EXHIBIT "A" TRACT NO. F6600-835					
DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	8 2. -

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 meeting on June 1 and June 24, 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: 3. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. BACKGROUND:

The summary of the above minutes was 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 June 1, 2021
 Joint Port Board Meeting Minutes from June 24, 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>
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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

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|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve the minutes for the Board of Port Commissioners meetings on June 1 and June 24, 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: 09/09/2021</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>Eileen Gabrick</u> <i>ELA</i></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 June 1, 2021
 Joint Port Board Meeting Minutes from June 24, 2021

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	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> |
|--|---|

JUNE 1, 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 9:59 a.m.

1. Approve Issuance of Airport Revenue Refunding Bonds Series 2021A (AMT)

Item Summary: In August 2011, Lee County issued Airport Revenue Refunding Bonds, Series 2011A (AMT) for \$174,450,000. These bonds refunded a portion of the Lee County Series 2000 Bonds that partially funded the terminal. Federal regulations allow the Series 2011A bonds to be refunded starting in August 2021. Recent municipal rates have fallen to levels that make the refunding of the 2011A bonds financially attractive. As such, the Airport’s financial team has been engaged to prepare the necessary documents for a possible refunding. Typically, for a refinancing of this nature, the Airport looks to achieve as least a net present value savings of 3%. Based on Current market rates, this refunding is estimated to have net present value savings of 18%.

Board Discussion: County Attorney Richard Wm. Wesch presented the item to the Board and respectfully requested approval.

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

Vote: Commissioner Hamman moved approval, seconded by Commissioner Pendergrass, called and carried. RESOLUTION No. 21-06-09PA; RESOLUTION No. 21-06-10PA; RESOLUTION No. 21-06-11PA

The Chairman adjourned the meeting at 10:00 a.m.

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Chairman, Lee County Port Authority

JUNE 24, 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 – *Absent*
 Ray Sandelli
 Brian Hamman
 Franklin B. Mann

AIRPORTS SPECIAL MANAGEMENT COMMITTEE

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

LEE COUNTY ATTORNEY:

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

REGIONAL MEMBERS:

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

ON FILE IN MINUTES OFFICE:

- MONTHLY PROJECT SUMMARY DEVELOPMENT REPORTS – May 2021 – June 2021
- AIR SERVICE DEVELOPMENT UPDATE – June 2021
- PROCUREMENT STATUS REPORT – June 16, 2021
- PASSENGER QUARTERLY REPORT – 2nd QTR FY 20-21
- TDC RECAP – June 10, 2021

The Chairman called the meeting to order at 9:33 a.m. The Invocation was given by Father Paul Dechant, Saint Cecilia's Catholic Church, followed by the Pledge of Allegiance.

9:30 A.M. AGENDA ITEM

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

There were no Consent Agenda items pulled for discussion.

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

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

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

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

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

RESOLUTION No. 21-06-33PA

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

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

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

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

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

6. Request Board approve an Interlocal Agreement between Lee County and the Lee County Airports Fire District
Term: N/A
Funding Source: Fund 63557
Vote: Commissioner Hamman moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Pendergrass absent.

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

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

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

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

11. Request Board rank proposals received for RFP 21-05MLW Aircraft Administrative and Flight Services.
Term: Five (5) years
Funding Source: Acct. WJ5100041200.503490
Vote: Commissioner Hamman moved approval, seconded by Commissioner Ruane, called and carried with Commissioner Pendergrass absent.

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

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

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

Board Discussion: Executive Director Ben Siegel presented the item to the Board.

Commissioner Mann asked for a summary of the differences from the FY 21-22 Budget compared to the FY 20-21 Budget, and asked if there were any highlights Staff wanted to present. Deputy Executive Director of Administration Brian McGonagle address the questions stating the numbers were kept very close. He stated Staff had four goals:

- (1) To keep cost per enplaned (CPE) passenger down below \$8, which was accomplished.
- (2) Allocated money for new positions as follows:
 - 3 – Law Enforcement Officers
 - 1 – Administrative Coordinator APD
 - 1 – Communication Dispatcher
 - 1 – Operations Agent
 - 1 – IT Project Manager
 - 2 – Part-time Traffic Control Specialist
- (3) Allocate raises for employees. The hybrid raise structure will consist of a flat 2% raise on October 1, 2021 and then merit raises between 0% - 2% on the employee anniversary date.
- (4) The Port Authority is planning to get caught up on deferred maintenance that had previously been delayed due to the pandemic. It took an increase of \$6.1 million from the operating fund to get caught up on the deferred items. Mr. McGonagle stated the CARES Act money has helped to stabilize the rates. Commissioner Ruane asked if there might be adjustments to the budget 6 months down the road if need be and Executive Director Ben Siegel responded by saying typically there are no adjustments made during the year since the budget is reconciled at the end of the year. ASMC Chairman Nole Andress asked if Mr. McGonagle could provide the Board with a total amount of CARES Act money that has been received to date. Mr. McGonagle broke down the three different disbursements received so far.
 - CARES – 1 \$36.1 million
 - CARES – 2 \$10.0 million
 - CARES – 3 \$36.0 million
 - Total of \$82.1 million

Executive Director Ben Siegel stated the money will be/has been used to offset operating costs within the Federal Guidelines, in order to stretch it out as long as possible to stabilize the rates and charges with the airlines. He also stated the Airport is not dependent upon the CARES Act funds as the recovery is going better than expected. He does not see any long term dependency.

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

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

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.

Board Discussion: Deputy Executive Director of Administration Brian McGonagle presented the item to the Board.

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

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

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

Board Discussion: Deputy Executive Director of Development Mark Fisher presented the item to the Board stating this contract will help the Airport Police Department (APD) and Human Resource Department by providing background checks, drug screenings, citizenship verification and Payroll Data Services on an as needed basis so APD Staff can quickly and efficiently hire temporary traffic control assistants, which are the ambassadors you see on the front curb. After a competitive bid process, Employment Solutions of NY, Inc. was the lowest responsive bidder. Because of this Staff is recommending awarding Employment Solutions of NY, Inc. the contract. Commissioner Hamman asked why this was the best way to hire new staff and Mr. Fisher deferred to Airport Police Department Chief, Shaw Chamberlain. Chief Chamberlain came forward and stated it might not be the best way but it was the best option available at the time. A lot of the traffic at RSW is seasonal and it makes more sense to bring people in for six months instead of hiring staff full time that would not be needed all year round.

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

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

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.

Board Discussion: Deputy Executive Director of Development Mark Fisher presented the item to the Board stating that after 13 years of patching and repairing the carpet in the terminal, it is in need of replacing. In 2018 the Board approved replacing the carpet in Concourses C and D; however replacing the carpet in Concourse B and the Federal Inspection Station was deferred since major portions were replaced with stock after those areas were impacted by Hurricane Irma causing some water damage. The carpet has now deteriorated and is starting to look old compared to the other concourses which have a more modern pattern and a higher grade of carpet. Staff is recommending Concourse B and the Federal Inspection Station carpet be replaced to match the other concourses. Commissioner Sandelli asked if there was a claim filed for damage sustained from the recent concession fire on Concourse B and Mr. Siegel said there is potential that there may be some reimbursement as there was one gate area that was affected as a direct result from the extinguishment of the fire. He said Staff is working with the insurance company on this matter.

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

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

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.

FOR ACTION ON ITEM C-11 PLEASE REFER TO THE MINUTES OF JUNE 24, 2021 (062421S)

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

Board Discussion: Deputy Executive Director of Development Mark Fisher narrated a PowerPoint Presentation reviewing the following topics regarding the Southwest Florida International Airport - Skyplex RFP Review:

- Vision Plan
- Goals
- Background Research
- Approach/Format of RFP
- Scope of Work
- Desired Applicants

Deputy Executive Director of Development Mark Fisher stated that during the March joint Board and ASMC Workshop discussions of the Skyplex, Staff was asked to bring this item back before the Board at the next meeting. He stated the RSW is an airport first and a key goal is to have a return on any investment the airport makes which will in turn help the bottom line. He stated it cannot just be about short term money since the airport leases the land at fair market rate. Long term, this is an opportunity for Lee County to compliment and elevate development of surrounding areas. In order to do that, we need to market RSW to a broader audience. This long-term vision will not only provide a high quality asset and provide jobs in SW Florida, but it will also increase the value of the Skyplex land leases and ultimately create long term revenue for the airport. Mr. Fisher stated John Terrell, President of Paslay Management Group (PMG) who spoke at the March Workshop is continuing to help prepare the request for proposals being advertised. The RFP is being structured similarly to what has been done in the past for other competitive solicitations. Firms are encouraged to provide their resume and experience so Staff can evaluate. The selected firm will need to get up to speed on what has been done to date and what the challenges are before presenting their recommendations. As has happened in the past, a firm will come in to try to win the job and make big statements and big promises that they may or may not be able to keep. He went on to say if the team of sub-contractors the firms have chosen do not fit the airports needs they will not be used. Once a firm is chosen, Staff will work with the firm to develop a team of sub-contractors that are best suited for the airport's project. The final scope of work will be negotiated with the selected firm and will be subject to Board approval. The ideal proposer is a firm with a project manager and key in-house support staff who have done projects like this before with success. It would also be a firm that has knowledge of local market conditions and national expertise. The firm would need to understand what is needed to make Skyplex successful, be able to recommend the next steps to take and have the expertise to assemble a team to make it all happen. ASMC Chair Noel Andress stated that it is important to have input from local companies. Commissioner Sandelli gave an example of when an out-of-town firm came in and did a project that ended up failing. He agreed that getting local input is very important, as they would have local contacts. Commissioner Ruane asked what the next steps are and Mr. Fisher answered by saying Staff is taking in any comments from the Board and ASMC during today's meeting and will take that information and work to prepare Requests for Proposals and then put the RFP out on the street. Then there will be a preproposal meeting that outlines what Staff is looking for and to address any questions from potential proposers. At that point, Staff will have a Staff Qualification Committee that will be assembled across several departments to review the proposals, discuss the merits of each submitted proposal, prepare notes for the ASMC and the Board to consider and also recommended scoring. The scoring will then be presented to the ASMC with a short list of three firms, to come to an ASMC meeting for oral presentations. The ASMC members will then rank the firms as 1, 2, or 3. The ranking will then be brought to the Board at a meeting to confirm or change. Staff will start contract negotiations with the top firm and bring that contract back to the Board. ASMC Chair Noel Andress suggested maybe having a company that is familiar with other airport projects coming in and talking to staff about what to look for. At this time Mr. Fisher asked John Terrell, President of Paslay Management Group (PMG) to come forward and address questions from the ASMC and the Board, as he led the Commercial Development Department at DFW for 15 years. He is also familiar with the El Paso airport commercial development and many other airports. In addition, he has been in real estate for over 30 years. ASMC Member Rand Krise asked if qualified vendors were going to be discouraged by telling them they cannot participate in the actual buildout. He stated some of these big companies have planning divisions and construction divisions. Mr. Terrell stated he has experience with this and strongly suggested they be separated. He stated there is too much of a conflict of interest in terms of recommendations from the group you are going to be working with in the first phase to then construct the project.

Commissioner Mann asked when the topic of payment for the firms would be discussed. “Would it be after the firm has been chosen?” Mr. Fisher confirmed he was correct. However, the firms are being asked to submit some basic pricing information such as hourly rates and percentage of brokerage fees so Staff can weed out anyone that is way out-of-line with industry standards. Commissioner Mann then asked how we would know if we were dealing with hourly rates versus a commission. Executive Director Ben Siegel addressed the question saying it would more than likely be a combination of both. The first part of the scope of services will be paid an hourly rate and then when the development and contracts start, there would be some sort of commission.

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

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

COMMISSIONERS’ ITEMS

There were no Commissioner Items discussed.

COMMITTEE APPOINTMENTS

There were no Committee Appointments by the individual Commissioners.

COMMENTS FROM THE CHAIR OF THE ASMC

ASMC Chair Noel Andress stated he wanted to commend the Executive Director Ben Siegel and his Staff for the excellent job they have done leading to a quick recovery, quicker than any other airport in the United States. He went on to give Executive Director Ben Siegel recognition as being named the most outstanding Airport Manager in the Southeast District for the FAA.

EXECUTIVE DIRECTOR ITEMS

Lee County Port Authority Executive Director Ben Siegel reviewed his Executive Director Remarks for the Joint Board Meeting of June 24, 2021. After reading the Executive Director Remarks, Mr. Siegel asked the Airport Police Department Chief, Shaw Chamberlain to come forward to present a plaque to the Board. Chairman Ruane accepted the plaque on behalf of the Board.

PORT ATTORNEY ITEMS

County Attorney Richard Wm. Wesch and Assistant Port Attorney Mark A. Trank had no additional items for discussion.

ADJOURN:

The Chairman adjourned the meeting at 10:25 a.m.

ATTEST:
LINDA DOGGETT, CLERK

By _____
Deputy Clerk

Chairman, Lee County Port Authority

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a Budget Amendment to the FY 2020-21 Lee County Port Authority Operating Fund to increase both revenue and expenses for Page Field
2. **FUNDING SOURCE:** 41203
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Amends the current year's budget for Page Field to reflect additional fuel sales.

5. **CATEGORY:** 4.
Consent Agenda

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. BACKGROUND:

Included in the Fiscal Year 2020-21 Page Field Budget were estimates for fuel sales, financial services (credit card fees) and related fuel inventory purchases for Jet A, Av Gas, and Self-Serve fuels for resale to our customers. A total of 1,542,2000 gallons was included in the FY 2020-21 Budget. This year, Page Field is experiencing unprecedented record fuel sales. Through June 2021, total gallons sold were over 2,141,831 gallons, a 66% increase over budget. Based on this tremendous growth in fuel sales, the forecast for this fiscal year is now 2,750,000 gallons. As a result staff recommends a budget amendment to increase fuel revenues and related expenses.

Attachment:

Budget Amendment Resolution

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>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

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

13. PORT AUTHORITY ACTION:

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

RESOLUTION

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.

41203 - Page Field Operating Fund

ESTIMATED REVENUES

UH5120041203.344100.9054 Jet A Fuel Sales 900,000

Total Estimated Revenues \$900,000

APPROPRIATIONS

UH5120041203.505265 Inventory Purchases 800,000

UH5120041203.503130 Financial Services 100,000

Total Estimated Appropriations \$900,000

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
BY: _____
Deputy Clerk

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA
BY: _____
Chairman

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

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "First Amendment to Airline-Airport Use and Lease Agreement with Frontier Airlines, Inc."</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: extending from September 30, 2021, to September 30, 2023</p> <p>4. WHAT ACTION ACCOMPLISHES: Extends the Airline-Airport Use and Lease Agreement with Frontier Airlines, Inc. by two years, to September 30, 2023, and adjusts Frontier's leased space.</p>	<p>5. CATEGORY: 5. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS)</p> <p>NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. BACKGROUND:

Frontier Airlines, Inc. ("Frontier") is a "participating" or "signatory" airline at Southwest Florida International Airport pursuant to an "Airline-Airport Use and Lease Agreement" with the Authority dated September 6, 2018, and which is set to expire September 30, 2021. These "signatory" agreements have worked well for all parties, allowing the Authority significant financial flexibility in supporting its capital improvement program, while providing a competitive cost structure for the airlines. Accordingly, negotiations have been undertaken toward extending those agreements for an additional two years, to September 30, 2023. The signatory airlines support the proposed extension, and Frontier Airlines, Inc. has signed and returned its proposed lease amendment providing for this extension. The proposed amendment also makes an adjustment to Frontier's leased space in the terminal building.

Attachments

1. Contract summary
2. Proposed amendment

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 (6-0)</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>DEFERRED to</p> <p>OTHER</p>
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Contract Summary

[Including effects of proposed First Amendment in italics]

Type of Agreement: Airline-Airport Use and Lease Agreement

Carrier: Frontier Airlines, Inc.
4545 Airport Way
Denver, Colorado 80239

Gate(s) B7

Exclusive Use Space: First floor
422 s.f. operations space
3,600 s.f. baggage make-up space [*increasing to 4,095 s.f. effective 5-1-2021*]

Second floor
656 s.f. ticket counter space
193 s.f. ticket office space

(also allows carrier nonexclusive use of certain ramp space, gate areas, and bag claim areas)

Allowed Use(s): airline passenger and cargo service

Term: commenced June 1, 2018, and expires on September 30, 2021
[First Amendment is extending term to September 30, 2023]

Fees: landing fees, terminal rents, aircraft parking charges, and other fees and charges as may apply

Insurance Requirements: \$1 million employers liability; \$50 to \$100 million airport liability (depending on aircraft size); \$100 million aircraft liability; \$5 million business auto liability

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

FIRST AMENDMENT
TO
"AIRLINE-AIRPORT USE AND LEASE AGREEMENT"
WITH FRONTIER AIRLINES, INC.

This agreement is entered into this _____ day of _____, 2021, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 ("Port Authority"), and **FRONTIER AIRLINES, INC.**, a Colorado corporation ("Airline").

Background

Port Authority manages and operates the Southwest Florida International Airport, located in Lee County, Florida (the "Airport"). Port Authority and Airline are parties to an "Airline-Airport Use and Lease Agreement", dated September 6, 2018 (the "Agreement").

The Port Authority and Airline now desire to amend the Agreement to extend the term thereof, and to adjust the space leased by Airline under the Agreement.

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

1. The term of the agreement is extended two years, to September 30, 2023. Accordingly, Article 3 of the Agreement shall be deleted and replaced with the following:

"This Agreement shall commence June 1, 2018, and expire September 30, 2023, unless sooner terminated as provided herein."

2. Effective May 1, 2021, the Agreement

shall be amended such that:

- (a) Airline's 3,600 square feet of baggage make-up space will increase to 4,095 square feet, as shown on the attached REVISED EXHIBIT B PART II (Page 4 of 6); and
- (b) The EXHIBIT B Part I will be deleted from the Agreement and replaced with the attached "REVISED EXHIBIT B PART I"; and
- (c) the EXHIBIT B Part II (Page 4 of 6) will be deleted from the Agreement and replaced with the attached "REVISED EXHIBIT B Part II (Page 4 of 6)"; and
- (d) for the purpose of calculation of rents, fees, and any other amounts payable by Airline under the Agreement, the gates and leased areas set forth in the REVISED EXHIBIT B PART I shall be used.

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

[remainder of page intentionally left blank]

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

FRONTIER AIRLINES, INC.
(Airline)

By: Howard Diamond
Print name: Howard Diamond
Title: SVP, General Counsel & Secretary
Date: _____

WITNESSED BY:

Witness: Shannon Miller
Print Name: Shannon Miller
Witness: JSB
Print Name: Jon Scott Backman

LEE COUNTY PORT AUTHORITY

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

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Date: _____

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

By: _____
Port Authority Attorney

REVISED EXHIBIT B

To

AIRLINE – AIRPORT AND LEASE AGREEMENT

With

FRONTIER AIRLINES, INC.

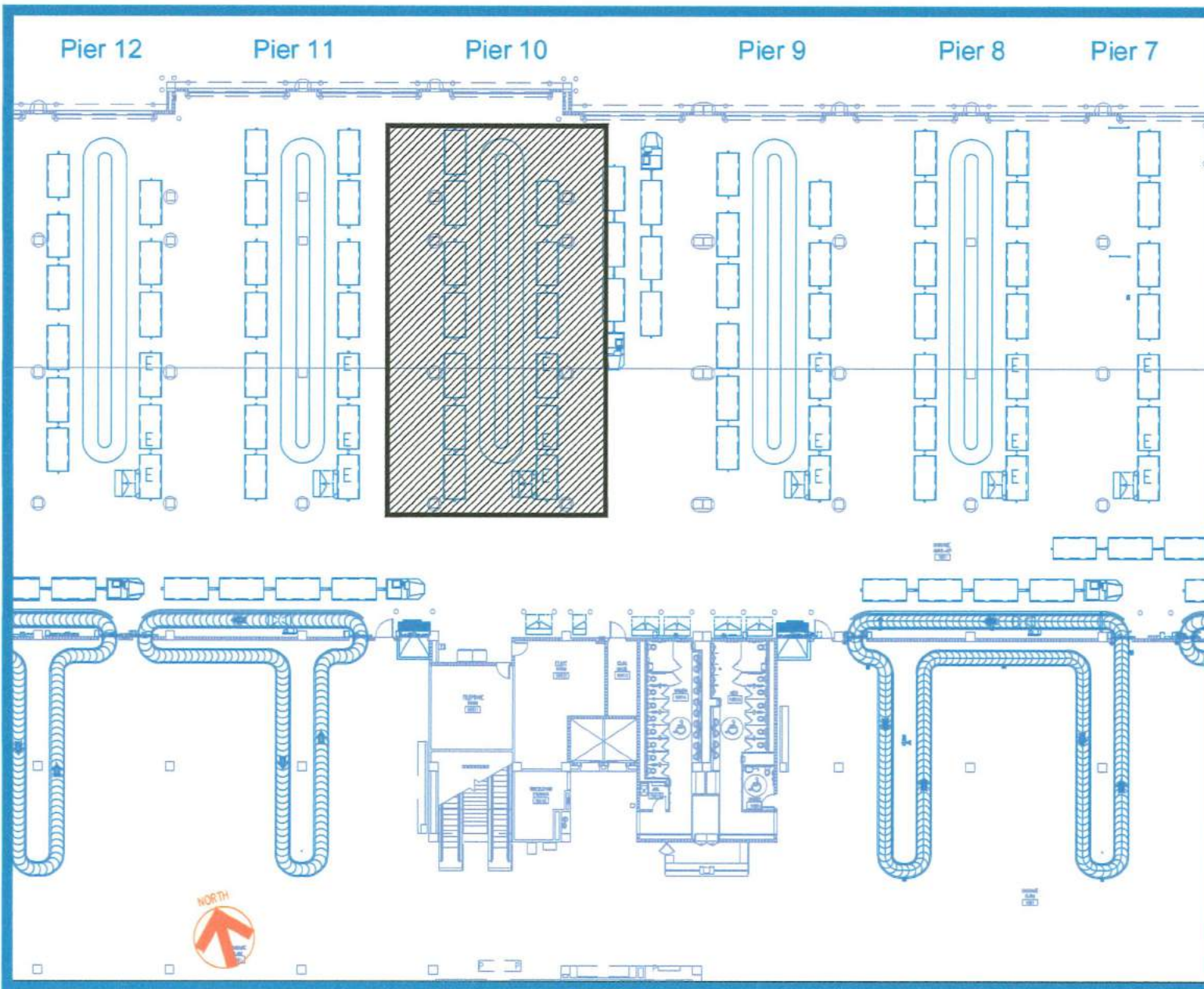
FOR

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

PART 1

Airline shall have in the Terminal:

- 1. the preferential, but not exclusive, right to use the following gate position(s) and, associated loading bridge(s) and equipment assigned for its use as shown on Page 1 of Part II of this Exhibit B: B7; the number of Airline's preferentially assigned gate positions shall be used to determine Airline's Apron Fee rent and Gate Area rent.**
- 2. the exclusive use of the following spaces assigned for its use as shown on pages 2 through 4 of Part II of this Exhibit B:**
 - (a) 656 square feet of ticket counter space;**
 - (b) 193 square feet of ticket office space; and**
 - (c) 422 square feet of operations space;**
- 3. the exclusive use of the baggage belt within the 4,095 square foot baggage make-up space, as shown on Page 4 of Part II of this Exhibit B;**
- 4. the right of joint use with other airlines to use the Baggage Claim Area in the Terminal as shown on Page 5 of Part II of this Exhibit B;**



Terminal Building

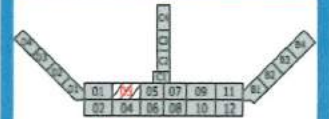
Revised
Exhibit B

Part II
(Page 4 of 6)

First Floor
(Arrivals Level)

Frontier Airlines
Baggage Make-up
Area

Date: 8 - April - 2021



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve an "Aircraft Parking Agreement" with Olympus Aviation LLC.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: month-to-month commencing May 1, 2021</p> <p>4. WHAT ACTION ACCOMPLISHES: Allows Olympus Aviation LLC to park aircraft at RSW.</p>	<p>5. CATEGORY: 6. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. BACKGROUND:

Olympus Aviation LLC ("Olympus") desires to utilize Southwest Florida International Airport (the "Airport") to park aircraft. As requested, Olympus has signed a proposed Aircraft Parking Agreement. The proposed agreement allows Olympus to use the Airport, including certain ramp space and equipment, in return for landing fees, aircraft parking fees, and equipment use charges. The proposed agreement may be terminated by either party upon thirty (30) days advance written notice.

Attachments

1. Contract summary
2. Proposed 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 (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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Contract Summary

Type of Agreement: Aircraft Parking Agreement

Carrier: Olympus Aviation LLC
999 Vanderbilt Beach Road, Suite 510
Naples, FL 34108

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

Allowed Use(s): Aircraft parking

Term: Begins May 1, 2021; may be terminated by either party at any time upon 30 days' advance written notice

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

Security/Perf. Guarantee: \$67,500.00

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

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

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

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.

AIRCRAFT PARKING AGREEMENT

FOR

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

This Aircraft Parking Agreement (referred to below as "Permit"), is an agreement made this 8th day of June, 2021, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 ("Authority"), and **OLYMPUS AVIATION LLC**, a Delaware limited liability company (hereinafter "Operator"), having its principal place of business at 999 Vanderbilt Beach Road, Suite 510, Naples, FL 34108.

Background

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

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

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

ARTICLE 1

USE OF AIRFIELD

Section 1.1 General The Authority hereby grants Operator a nonexclusive license to use the Airport's airfield area, in common with others, subject at all times to the exclusive control and management by the Authority, for landing, taking off, taxiing, towing, parking (on the Airport's aircraft aprons or ramps, shown on Exhibit D hereto), loading, unloading, and servicing of aircraft owned or leased by the Operator and used in Operator's aircraft business (herein "Operator's Aircraft"). Operator's use of aircraft parking space at the Airport will be as designated and assigned from time to time by the Authority, subject to availability (as determined by the Authority's Operations Department), and subject to the terms and conditions set forth herein. Any facilities that are assigned to Operator by the Authority are referred to below as the "Authority Facilities" or "Facilities."

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

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

Operator will not be permitted to perform, or cause to have performed, maintenance or

repair work on Operator's aircraft at the Airport except for:

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

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

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

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

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

Department (phone 239-590-4810) in advance of any engine run-up, and will comply with the Operations Department's direction to Operator as to when and where the run-up may be done.

Section 1.7 Maintenance taxi. Operator will provide the Authority's Operations Department with a list of its mechanics which are qualified to taxi aircraft in a movement area. Except for certified pilots, no person will conduct a maintenance taxi, engine run-up, or repositioning of an aircraft without having first completed the Authority's RSW Operations training program.

Section 1.8 Motor vehicles on airside. Operator will provide the Authority's Operations Department with the name, address, phone number, and email address, of one point of contact who can coordinate and verify information concerning Operator's employees who require vehicular airside access. Each such employee will be required to complete the Authority's RSW airside driver training program prior to being granted access. Each motor vehicle operated on the airside portion of the Airport by Operator or its employees must display placards clearly identifying the name of Operator's company; failure to do so may result in enforcement action by the Authority's Airport Police Department.

Section 1.9 Servicing other air Operators or the public. Operator will not provide any services to any other airline, including but not limited to ground services, maintenance, repair, or fueling, unless Operator and Authority first execute a separate written permit agreement with the Authority allowing such work. Likewise, Operator is not, by virtue of this agreement, authorized to operate Part 121 or Part 135 operations based at the Airport. In the event Operator is issued an Air Carrier Certificate by the FAA, for operations under either 14 CFR Part 121 or 14 CFR Part 135), Operator will notify the Authority of same, and provide Authority a copy of said

Certificate.

ARTICLE 2

TERM

This Permit shall be effective beginning on May 1, 2021, and shall continue until terminated, at any time, by either party giving at least thirty (30) days prior written notice to the other.

ARTICLE 3

FEES AND CHARGES

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

- (1) Landing Fees, based on the standard landing weight of each aircraft (as set forth in Exhibit A hereto, or as otherwise established by the Authority), at the rate then in effect, as established by the Authority effective each October 1 (currently, \$3.32 per thousand pounds for the Authority's fiscal year ending September 30, 2021), or as may be changed by the Authority as provided below (provided, however, that landing fees will not be applicable to Operator's aircraft until the date Operator is issued an Air Carrier Certificate by the FAA, for operations under either 14 CFR Part 121 or 14 CFR Part 135); plus
- (2) Equipment Use Charges, in accordance with the rates set forth on Exhibit B attached hereto; plus
- (3) Aircraft Parking Fees, at the rates set forth in Exhibit B; plus
- (4) Metered Charges, to the extent any utilities utilized by Operator are separately metered;

plus

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

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

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

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

thereon. Operator shall be liable to the Authority for any deficiencies in payments based upon such estimates. If such estimates result in an overpayment by Operator, the Authority shall remit, or, at Authority's option, credit such overpayment to Operator. Operator shall make all payments to the Authority, without any set off or deduction, to:

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

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

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

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

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

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

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

ARTICLE 4

PERMIT IS NONTRANSFERABLE

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

ARTICLE 5

DAMAGE TO AIRPORT

Section 5.1 Damage. Operator shall, within twelve (12) hours, report to the Authority, in writing, any and all damages to the Airport or its Facilities caused by its employees, agents, guests, or invitees (ordinary wear and tear excepted) and will be responsible for repairing such damage at its own expense. In the event Operator does not commence and diligently proceed to repair any damages it had done to the Airport within (30) days written notice to act (except that no prior notice shall be required in the event of an emergency or unsafe situation), Authority

may perform such repairs or cause them to be performed. The Authority's reasonable cost of, or expenditure for, all labor and materials, plus a 30% markup to cover the Authority's overhead, will be promptly paid by Operator to Authority.

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

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

ARTICLE 6

PERFORMANCE GUARANTEE

Operator will provide the Authority, prior to commencement of operations hereunder, a security deposit in the amount of \$67,500.00, in the form of cash or an irrevocable letter of credit.

If said security is or has been provided in the form of an irrevocable letter of credit, the letter shall be issued and drawn on an American bank or trust company, be acceptable to the Authority in form and content, permit partial drawings, and automatically renew each year until the termination or expiration of this Permit. If such letter of credit is not renewed, Operator shall deliver a replacement letter of credit to the Authority at least thirty (30) days before expiration of the current letter of credit; failure to do so will constitute a breach and entitle the Authority to present the letter of credit for payment.

After the first year of the term of this Permit, the Authority may increase or decrease the

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

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

ARTICLE 7

RELEASE, HOLD HARMLESS, INDEMNIFICATION

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

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

security).

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

ARTICLE 8

INSURANCE

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

- (1) Workers' Compensation insurance and Employers' Liability insurance with minimum required limits as follows:

Workers' Compensation:	Florida statutory coverage
Employers Liability:	\$1 million each accident \$1 million per employee (disease), and a \$1 million policy limit.

This insurance shall cover the Operator (and, to the extent they are not otherwise insured) any subcontractors) for those sources of liability which would be covered by the latest edition of the Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI).

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

- (2) Comprehensive Airline Hull and Liability insurance as follows:
 - (a) For aircraft in excess of 20,000 pounds Maximum Gross Landing Weight (MGLW):

Comprehensive Airline Hull and Liability insurance with limits of not less than \$300,000,000 (\$25,000,000 for personal injury to non-passengers) combined single limit per occurrence, including, but not limited to, aircraft liability and passenger legal liability. Such insurance shall include an endorsement for contractual liability.

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

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

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

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

- (3) Commercial General Liability insurance, which shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements, An Excess Liability policy or Umbrella policy may be used to satisfy the required limits. The limits of coverage shall be not less than:

- (a) For aircraft in excess of 20,000 pounds Maximum Gross Landing Weight (MGLW):

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

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

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

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

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

- (4) Automobile Liability, with a combined single limit of at least \$5 million, covering

all automobiles, owned, hired, or non-owned, to be used on the airside of the Airport (if any).

All insurance required by parts (2), (3), and (4) above shall provide coverage for events which occur during the policy period, and not on a claims made basis, and shall include endorsements:

1. naming the Lee County Port Authority and Lee County, Florida as additional insureds (up to the full policy limits); and
2. indicating that the insurance is primary and non-contributory with respect to the matters within such coverage, irrespective of any insurance carried by the Authority, and including a waiver of subrogation in favor of the Authority.

All deductibles and self-insured retentions associated with coverage required for compliance with this contract shall remain the sole and exclusive responsibility of the Operator.

All insurance required by this Article shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is delared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes, and which has an A.M. Best rating of A-VII or better.

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

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

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

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

or by email to: riskmanagement@flylcpa.com.

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

ARTICLE 9

AVAILABILITY OF FACILITIES

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

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

ARTICLE 10

COMPLIANCE WITH LAWS

Section 10.1 Airport Rules and Regulations. Operator (including its officers, agents, employees, and contractors) will observe and comply with: (i) all rules and regulations of Authority which now exist, or may hereafter be promulgated from time to time; and (ii) all laws

of Lee County, including but not limited to Lee County Ordinance #94-09 (“Airport Rules and Regulations”) as may be amended from time to time.

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

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

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

ARTICLE 11

STORM WATER COMPLIANCE

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

Section 11.2 Operator’s compliance with Authority’s permit from FDEP. Authority has obtained a storm water discharge permit for the Airport (Multi-Sector Generic Permit #FLR05A496) from the Florida Department of Environmental Protection (“FDEP”). Operator

will observe and comply with, and agrees not to cause any violation of, said permit or the Authority's Storm Water Pollution Prevention Plan ("SWPPP"), Best Management Practices ("BMPs"), or any Multi-Sector Generic Permit that has been, or in the future is, issued for the Airport by the FDEP.

Section 11.3 Operator to obtain own FDEP permit if permit is necessary. The Authority's permit does not cover Operator or Operator's performance of any "industrial activity" as defined in 14 CFR Part 122. Before performing any "industrial activity at the Airport, Operator will first obtain its own permit from the FDEP.

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

For purposes of this Article, the following definitions apply:

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

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

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

water pollution.

ARTICLE 12

CONDITION OF FACILITIES

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

ARTICLE 13

NATURE OF OPERATOR'S INTEREST

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

ARTICLE 14

FAA CLAUSES

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

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

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

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

Section 14.4 Nondiscrimination. Operator will furnish services to the public on a reasonable, and not unjustly discriminatory, basis to all users of the Airport, and will charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Operator will be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Operator will operate its business so as

to not cause any violation of the grant assurances the Authority has made to the Federal government in consideration for Federal grant assistance.

ARTICLE 15

GENERAL PROVISIONS

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

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

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

Section 15.4 Headings. The headings within this Permit are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and

shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

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

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

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

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

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

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

Section 15.11 Airport development. The Authority reserves the right to further develop, change, or improve the airport and its routes and landing areas as the Authority sees fit, without Operator's interference or hindrance and regardless of Operator's views and desires.

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

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

OLYMPUS AVIATION LLC

(Operator)



By: Joseph S. Lenzel

Title: Vice President

Date: 6/8/2021

LEE COUNTY PORT AUTHORITY

By: _____

Benjamin R. Siegel, CPA, CM
Executive Director

Date: _____

LEE COUNTY PORT AUTHORITY

ATTEST:
LINDA DOGGETT, CLERK

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

By: _____
Deputy Clerk

Date: _____

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

By: _____
Port Authority Attorney

EXHIBIT A

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

**EXHIBIT A
(Continued)**

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

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

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

EXHIBIT B
(Aircraft Parking Agreement)
Effective April 1, 2019

EQUIPMENT USE CHARGES

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

AIRCRAFT REMOTE PARKING FEES

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

CARGO APRON POSITION:

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

PASSENGER TERMINAL AIRCRAFT APRON FEES

PASSENGER TERMINAL REGULAR APRON USE CHARGE,
PER TURN: \$66.00

JET BRIDGE CHARGE, PER TURN: \$165.00

Exhibit C (Page 1 of 2)

AIRCRAFT OPERATOR MONTHLY STATISTICS REPORT
FOR SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)

TO: LEE COUNTY PORT AUTHORITY
FORT MYERS, FLORIDA

OPERATOR: _____
MONTH/YEAR: _____

NUMBER AND WEIGHT (IN POUNDS) OF FLIGHTS OPERATED

<u>Aircraft Type</u>	<u>Std. Landing Weight</u>		<u># of Flights</u>		<u>Total Weight</u>
_____	_____	x	_____	=	_____
_____	_____	x	_____	=	_____
_____	_____	x	_____	=	_____
_____	_____	x	_____	=	_____
_____	_____	x	_____	=	_____
Total Landing Weight for Month				=	_____

POUNDS OF AIR MAIL AND FREIGHT

MAIL ENPLANED _____
FREIGHT ENPLANED _____
MAIL DEPLANED _____
FREIGHT DEPLANED _____

SIGNED: _____
TITLE: _____

DATE: _____

Exhibit C (Page 2 of 2)

**AIRCRAFT OPERATOR MONTHLY STATISTICS REPORT
FOR SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)**

AIRCRAFT PARKING FEES

OPERATOR: _____

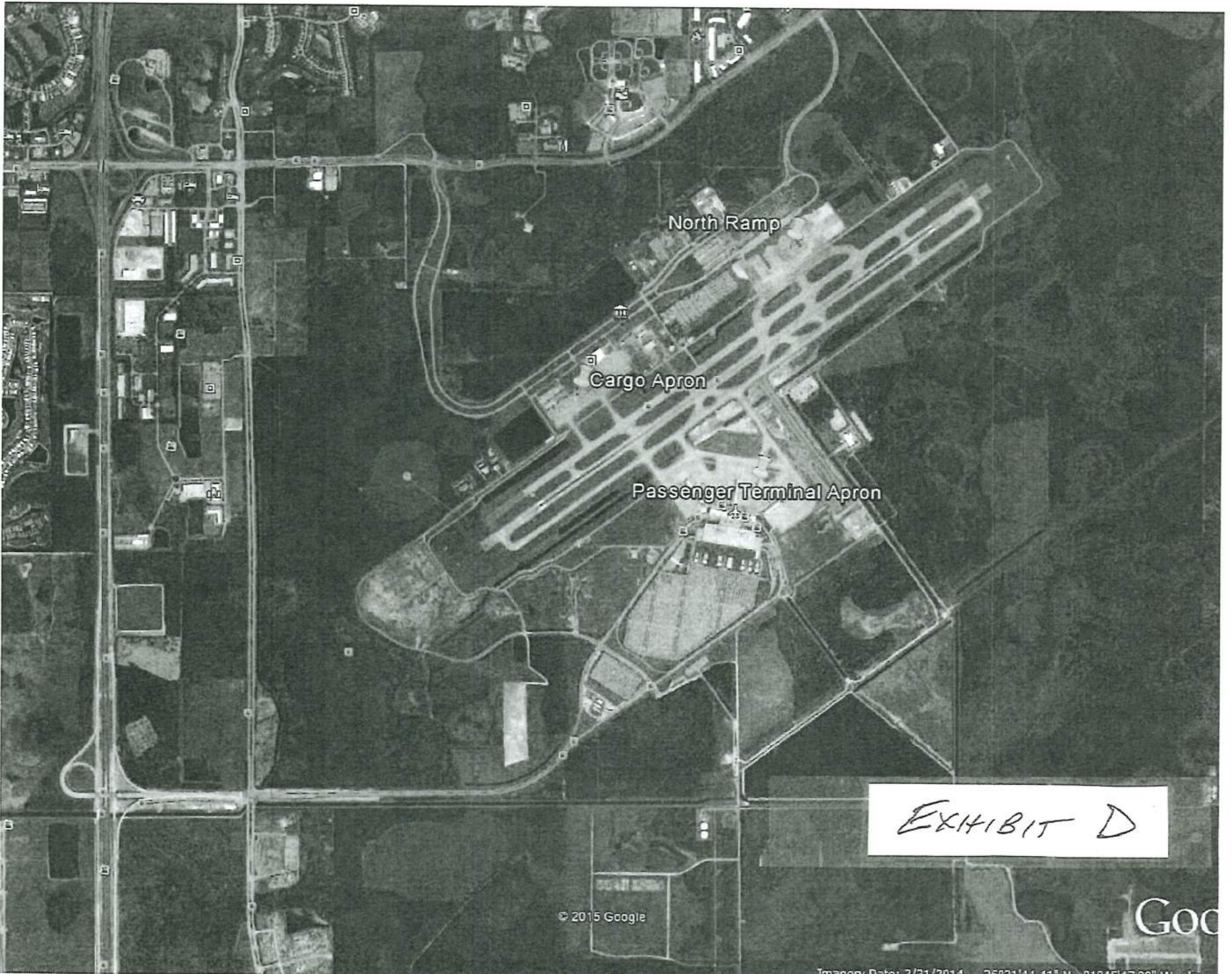
<u>Day of Month</u>	<u># of Aircraft Parked</u>	<u>Parking Fee</u>	<u>Airstair Fees</u>	<u>GPU Fees</u>
1	_____	\$ _____	\$ _____	\$ _____
2	_____	\$ _____	\$ _____	\$ _____
3	_____	\$ _____	\$ _____	\$ _____
4	_____	\$ _____	\$ _____	\$ _____
5	_____	\$ _____	\$ _____	\$ _____
6	_____	\$ _____	\$ _____	\$ _____
7	_____	\$ _____	\$ _____	\$ _____
8	_____	\$ _____	\$ _____	\$ _____
9	_____	\$ _____	\$ _____	\$ _____
10	_____	\$ _____	\$ _____	\$ _____
11	_____	\$ _____	\$ _____	\$ _____
12	_____	\$ _____	\$ _____	\$ _____
13	_____	\$ _____	\$ _____	\$ _____
14	_____	\$ _____	\$ _____	\$ _____
15	_____	\$ _____	\$ _____	\$ _____
16	_____	\$ _____	\$ _____	\$ _____
17	_____	\$ _____	\$ _____	\$ _____
18	_____	\$ _____	\$ _____	\$ _____
19	_____	\$ _____	\$ _____	\$ _____
20	_____	\$ _____	\$ _____	\$ _____
21	_____	\$ _____	\$ _____	\$ _____
22	_____	\$ _____	\$ _____	\$ _____
23	_____	\$ _____	\$ _____	\$ _____
24	_____	\$ _____	\$ _____	\$ _____
25	_____	\$ _____	\$ _____	\$ _____
26	_____	\$ _____	\$ _____	\$ _____
27	_____	\$ _____	\$ _____	\$ _____
28	_____	\$ _____	\$ _____	\$ _____
29	_____	\$ _____	\$ _____	\$ _____
30	_____	\$ _____	\$ _____	\$ _____
31	_____	\$ _____	\$ _____	\$ _____
Totals:.....		\$ _____	\$ _____	\$ _____

Total due for month: \$ _____

SIGNED: _____

DATE: _____

TITLE: _____



© 2015 Google

Imagery Date: 3/31/2014 26°31'44.41" N 81°45'47.89" W elev

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a Fifth Amendment to "Airline-Airport Use and Lease Agreement with Southwest Airlines Co."</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: extending from September 30, 2021, to September 30, 2023</p> <p>4. WHAT ACTION ACCOMPLISHES: Extends the Airline-Airport Use and Lease Agreement with Southwest Airlines Co. by two years, to September 30, 2023.</p>	<p>5. CATEGORY: 7. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS)</p> <p>NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. BACKGROUND:

Southwest Airlines Co. is a "participating" or "signatory" airline at Southwest Florida International Airport pursuant to an "Airline-Airport Use and Lease Agreement" with the Authority dated September 8, 2008, which is set to expire September 30, 2021. The "signatory" agreements have worked well for all parties, allowing the Authority significant financial flexibility in supporting its capital improvement program, while providing a competitive cost structure for the airlines. Accordingly, negotiations have been undertaken toward extending those agreements for an additional two years, to September 30, 2023. The signatory airlines support the proposed extension, and Southwest Airlines Co. has signed and returned its proposed lease amendment providing for this extension.

Attachments

1. Contract summary
2. Proposed amendment

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 (6-0)</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>DEFERRED to</p> <p>OTHER</p>
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Contract Summary

[including effects of proposed Fifth Amendment in italics]

Type of Agreement: Airline-Airport Use and Lease Agreement

Carrier: Southwest Airlines Co.

Gate(s) B2, B4, B6, and B8

Exclusive Use Space: first floor
482 s.f. baggage service office
3,233 s.f. operations space
8,190 s.f. baggage make-up space
second floor
1,608 s.f. ticket counter space
1,789 s.f. ticket office space
189 s.f. curbside check-in space (for podium)
48 s.f. curbside storage space (closet)

Allowed Use(s): airline passenger and cargo service

Term: commencing October 1, 2008, and expiring on September 30, 2021
[Fifth Amendment is extending term to September 30, 2023]

Fees: landing fees, terminal rents, aircraft parking charges, and other fees and changes as may apply

Insurance Requirements: \$1 million employers liability; \$50 to \$100 million airport liability (depending on aircraft size); \$100 million aircraft liability; \$5 million business auto liability

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

FIFTH AMENDMENT
TO
"AIRLINE-AIRPORT USE AND LEASE AGREEMENT"
WITH SOUTHWEST AIRLINES CO.

This agreement is entered into this _____ day of _____, 2021, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 ("Port Authority"), and **SOUTHWEST AIRLINES CO.**, a Texas corporation ("Airline").

Background

Port Authority manages and operates the Southwest Florida International Airport, located in Lee County, Florida (the "Airport"). Port Authority and Airline are parties to an "Airline-Airport Use and Lease Agreement", dated September 8, 2008, as amended September 9, 2013, March 11, 2014, May 7, 2015 (by an "Agreement to Consolidate the 'Airline-Airport Use and Lease Agreements' of Southwest Airlines Co. and Airtran Airways, Inc."), and again on September 6, 2018 (the "Agreement"). The Port Authority and Airline now desire to amend the Agreement to extend the term thereof.

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

1. The term of the agreement is extended two years, to September 30, 2023. Accordingly, Article 3 of the Agreement

shall be deleted and replaced with the following:

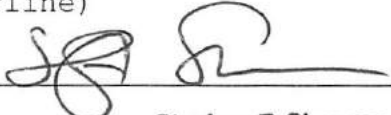
"This Agreement shall commence October 1, 2008, and expire September 30, 2023, unless sooner terminated as provided herein."

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

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

SOUTHWEST AIRLINES CO.

(Airline)

By: 

Print name: **Stephen F. Sisneros**
Managing Director-Airport Affairs

Title: _____

Date: 7/9/2011

WITNESSED BY:

Witness: 

Print Name: Hollye Gaman

Witness: 

Print Name: Twyla Jones

LEE COUNTY PORT AUTHORITY

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

Date: _____

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

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

By: _____
Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Permit Agreement For Provision of Into-Plane Fueling Service at Southwest Florida International Airport" with FSM Group, LLC.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: month-to-month, beginning August 1, 2021</p> <p>4. WHAT ACTION ACCOMPLISHES: Authorizes FSM Group, LLC to provide into-plane fueling service at Southwest Florida International Airport</p>	<p>5. CATEGORY: 8. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</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>
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10. BACKGROUND:

Pursuant to the 2011 airline fuel system agreement between the Authority and RSW Fuel Company LLC, any entity that desires to provide into-plane fueling service at the airport using the airline fuel system will be allowed to do so, provided that the entity signs: (1) a written agreement with the Authority authorizing that activity, and requiring payment of specified per-gallon charges to the Authority; and (2) a Fuel System Access Agreement with the fuel system's tenant (RSW Fuel Company LLC).

Approval of this proposed "Permit Agreement for Provision of Into-Plane Fueling Service at Southwest Florida International Airport" will satisfy item (1) above for FSM Group, LLC (FSM). Specifically, it will authorize FSM to provide into-plane fueling service at the airport, and, for that privilege, will require payment to the Authority of:

- (a) one-half cent (\$0.005) per gallon of fuel put into aircraft after having been stored or dispensed from any part of the fuel system; and
- (b) one cent (\$0.01) per gallon of other fuel put into aircraft (for example, fuel trucked directly to an aircraft from a storage tank that is not part of the airline fuel system).

The proposed permit agreement also requires FSM, as permittee, to maintain certain insurance coverages and keep a security deposit on file with the Authority. The term of the proposed permit agreement is month to month, commencing August 1, 2021.

11. RECOMMENDED APPROVAL

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

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

Background (continued)

Attachments:

1. Contract summary
2. Proposed permit agreement

Contract Summary

Type of Agreement: Permit Agreement For Provision of Into-Plane Fueling Service

Permittee: FSM Group, LLC
201 E. Pine Street, Suite 210
Orlando, FL 32801

Allowed Activities: Provision of into-plane fueling service at RSW

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

Fees: One-half cent per gallon of fuel put into aircraft after having been stored in or dispensed from any part of the fuel system; and one cent per gallon of fuel put into aircraft after not having been stored in or dispensed from any part of the fuel system.

Security/Perf. Guaranty: \$25,000.00.

Insurance Requirements: Commercial Aviation Liability in the amount of \$10,000,000; Environmental Site Specific Liability in the amount of \$10,000,000; Business Auto in the amount of \$5,000,000 (only if Permittee uses a motor vehicle airside); Workers' compensation as required by state law; Employers liability in the amount of \$1,000,000.

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

PERMIT AGREEMENT
FOR PROVISION OF INTO-PLANE FUELING SERVICE AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

LEE COUNTY PORT AUTHORITY ("Authority"), upon its execution hereof, hereby grants to the below-named Permittee, and Permittee accepts, the right to engage in the business of providing certain ground services, as set forth below, at Southwest Florida International Airport ("Airport"), on the terms and conditions herein stated and agreed to by the Authority, by Permittee, and by any airline or airlines which is or are a party to this agreement by virtue of execution of a rider hereto:

1. **PERMITTEE**. The "Permittee" herein is:

Name: FSM GROUP, LLC

Type of entity: a Nevada limited liability company

Permittee's address and telephone number are as follows:

Address: 201 E. Pine Street Suite 210

Orlando, FL 32801

Telephone: (407) 757-2240

2. **TERM**. The term of this permit shall commence on August 1, 2021, and will continue month-to-month thereafter until terminated by either party giving the other thirty (30) days advance written notice thereof.

3. **DEFINITIONS**. As used in this permit agreement, the following words or terms have the meanings given herein:

"**Fuel Storage Area**" means the real property upon which the Airport's fuel storage tanks which serve the airline fuel system,

are located, as depicted as the "Fuel Storage Area" on "Exhibit A" hereto.

"Fuel Storage Facility" means those Fuel System Improvements which are located on the Fuel Storage Area (including but not necessarily limited to the fuel tanks, pumps, piping, valves, filters, and control equipment, in which Fuel is commingled and stored in bulk, and an operations and maintenance building).

"Fuel System" means the Fuel Storage Area, the Fuel System Improvements (including, without limitation, the Fuel Storage Facility), and the GSE Fueling Facility.

"Fuel System Improvements" means the Fuel Storage Facility and the pumps, piping, Fuel hydrants, and other improvements (whether existing or extended, replaced, rerouted, or otherwise modified or added to) at the Airport, intended to store Fuel at the Fuel Storage Area and to distribute Fuel, via pipelines, to Fuel hydrants located on other parts of the Airport.

"GSE Fueling Facility" means the real property depicted as the "GSE Fueling Facility" on "Exhibit B" hereto and the gasoline and diesel facility thereon, as such facility may be modified or relocated by mutual agreement in the event that airport activities necessitate such modification or relocation.

"Into-Plane Fueling Service" means the principal activities involved with taking an aircraft owner's or aircraft operator's Fuel from the Fuel System (or, since the Fuel is fungible, an amount of Fuel not to exceed the amount put into the Fuel System by that aircraft owner or operator or its supplier), and

dispensing it into that same aircraft owner's or operator's aircraft.

4. **PRIVILEGES.** During the term of this permit and in accordance with the terms and conditions thereof, Permittee has the right to engage in the business of providing "Into-Plane Fueling Service" (as defined above) at the Airport.

This Permit grants Permittee only a license to enter upon certain areas of the Airport, and not a lease of any particular space. If Permittee desires its own work space at the Airport, Permittee must secure a separate written agreement with the Authority providing for same, or an Authority-approved sublease from an Airport tenant.

5. **OPERATIONAL REQUIREMENTS.** Permittee must ensure that all employees are properly trained and equipped to conduct the subject activities on the airside portion of the Airport. Permittee must obtain all necessary federal, state, and local licenses prior to the commencement of business activities.

6. **FEES.** In consideration of the rights and privileges granted to Permittee, during the term of this permit agreement, Permittee will pay to the Authority, monthly, a "Privilege Fee" equal to the sum of:

- (1) one-half cent (\$0.005) per gallon of fuel put into aircraft after having been stored in or dispensed from any part of the Fuel System; and
- (2) one cent (\$0.01) per gallon of fuel put into aircraft after not having been stored in or dispensed from any part of the Fuel System.
- (3) an "Employee Parking Lot Charge" equal to the number of Permittee's employees which have been granted access to

the Airport's employee parking lot as of the first day of each calendar month, multiplied by Airport's monthly employee parking lot fee effective as of such day. Currently, the Airport's employee parking lot fee is \$15.00 per employee per month.

The Authority may increase the contract fuel charges in items (1) and (2) above at any time, provided that such increases may be made no more often than annually. Authority may adjust the fees in item (3) above with at least thirty (30) days advance written notice to Permittee.

The Privilege Fee will be payable monthly at the Authority's address, as follows: Twenty (20) days following the end of each calendar month of the term of this permit, Permittee will submit to the Authority, in a format approved by the Authority, a statement including:

- (a) the number of gallons of fuel stored in or dispensed from the Fuel System and put into aircraft by Permittee during that month, broken down by airline;
- (b) the number of gallons of fuel not stored in or dispensed from the Fuel System and put into aircraft by Permittee during that month, broken down by airline; and
- (c) any related information reasonably required by the Authority concerning that month;

and signed by a responsible accounting officer of the Permittee, accompanied by a check in the amount due the Authority.

This Privilege Fee is imposed on Permittee, and not on Permittee's customers. Accordingly, Permittee may charge to, and collect from, its customers, a separate amount, to recoup the amount of the Privilege Fee, so long as Permittee does not separately assess, collect, charge, state, or list an amount for any airport "fee," "surcharge," "tax," or any other charge

purporting to be imposed by the Airport or the Authority on Permittee's customers.

7. ACCOUNTING RECORDS AND AUDITS.

(A) Records

Permittee shall maintain in a complete and accurate manner, on an accrual basis and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records, and data pertaining to its operations in Lee County, Florida, as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of the Permittee's gallons handled and privilege fees due in accordance with GAAP and Generally Accepted Auditing Standards (GAAS). Such books and records shall include, at a minimum, all contracts, invoices, daily business reports, sales journals, and all other books and records customarily used in Permittee's type of business. Said materials shall be in sufficient detail to substantiate all information Permittee provides the Authority.

Permittee shall make the above records or copies thereof available to the Authority, upon reasonable request, at the Authority's offices, for at least three (3) years after the end of the term of this Permit. The Authority will have the right, at all reasonable times, to have its representatives inspect, examine, copy, and audit the originals of such books and records at Permittee's offices.

(B) Annual Statements to be Submitted by Permittee

Permittee shall annually provide to the Authority, at Permittee's sole cost and expense, a "Statement of Privilege

Fees" for the preceding twelve-month period (or portion thereof) ending December 31st during the period this permit is in force. Said Statement shall be certified by the chief financial officer ("CFO") of Permittee when total payments owed by the Permittee to the Authority for such period (whether actually paid or not) were not more than \$25,000. If such payments owed were more than \$25,000, said Statement shall be prepared by an independent certified public accountant ("CPA") duly licensed in the state where the audit is performed, in accordance with generally accepted auditing standards and the terms of this permit agreement. Said Statement shall be provided to the Authority within ninety (90) days after each such December 31st, and shall include the following:

- (1) a written statement that in said CFO's or CPA's opinion all Privilege Fees owed by Permittee to the Authority for the year ending on said December 31st were paid in accordance with the terms of this permit agreement.
- (2) a schedule of gallons upon which the monthly payments to Authority are computed;
- (3) a list of the payments made to the Authority for the period; and
- (4) a calculation to determine that the total Privilege Fees for the year or applicable portion thereof have been paid in accordance with this agreement. Any adjustment due will be determined, and payment remitted to the party to whom it is due, within thirty (30) calendar days from receipt and acceptance of said audit report by the Authority. Any additional sums found to be due to Authority shall be paid forthwith to Authority and shall bear interest at the rate of eighteen percent (18%) per annum from the date such sums should have been paid until the date actually paid.

Delivery of an audit report containing a qualified opinion,

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

(C) Audits by Authority

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

In any event, if, as a result of such audit, it is established that Permittee has understated the total Privilege Fees owed for the audit period by one percent (1%) or more, the entire expense of said audit shall be borne by Permittee. Any additional Privilege Fee due shall be invoiced to Permittee and promptly paid to Authority with interest at the rate of one and one-half percent (1.5%) per month from the date such additional Privilege Fee originally was due. Notwithstanding the foregoing,

the Authority shall not be prevented from terminating this Permit for default in the payment of fees or from enforcing any other provisions hereof.

8. INSURANCE REQUIRED.

(A) Permittee must procure and maintain at its own expense the following types and amounts of insurance for the term of the Agreement:

- (i) Commercial Aviation Liability and Umbrella Liability Insurance, which shall include liability arising from independent contractors and contractual liability, written on ISO occurrence form. The Permittee shall carry limits of insurance no less than the following:

Premises/Operations Coverage	\$10,000,000 Each Occurrence
Personal Injury & Advertising Injury	\$10,000,000 Each Occurrence
General Aggregate	\$10,000,000 Annually

- (ii) Environmental Site Specific Liability insurance in the amount of \$10 million, including coverage for both remediation and cleanup costs and third party legal liability. The Authority and Lee County shall be named as additional insureds.

- (iii) If the Permittee uses any motor vehicle on the airside portion of the Airport, business automobile liability insurance shall be carried with a Bodily Injury & Property Damage Limit not less than \$5,000,000 each accident. Such coverage shall cover liability arising out of any vehicle (including owned, hired, and nonowned autos).

- (iv) Workers' compensation in the amount (if applicable) required by Florida law.

- (v) Employer's liability is required with limits of at least the following:

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

(B) The Authority must be named as additional insured in all insurance policies required by this agreement, to the full limits of the policy, even if those limits are in excess of the

limits required by this agreement. Permittee's insurance policies will be primary and non-contributory and include a waiver of subrogation in favor of the Authority. Permittee agrees that the required insurance coverage is not intended to, and shall not in any manner, limit or reduce the liabilities obligations assumed by the Permittee, its agents, employees, contractors, etc.

(C) Certificates of insurance evidencing the existence of the required policies shall be delivered to Authority prior to the commencement of the term of this agreement. The certificates of insurance must be issued by a company or companies acceptable to the Authority. The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of a poor financial condition or other operational deficiencies. The Authority reserves the right to request and obtain certified copies of all required policies. Subsequent renewal certificates shall be delivered to the Authority at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.

Each certificate shall contain a valid provision or endorsement that the policy shall provide a minimum thirty (30) days advance written notice to the Port Authority in the event that the policy is to be nonrenewed, canceled, or materially changed or altered. Such notice is to be sent to the Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913.

Maintenance of the above required insurance is a material element of this agreement; Permittee's failure to obtain and maintain or renew such coverage, or cause such coverage to be obtained, maintained, or renewed, or to provide evidence of same, will be considered a material breach of this agreement. Failure of the Authority to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Permittee's obligation to maintain such insurance. Permittee shall provide certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

9. **SECURITY DEPOSIT.** Permittee has provided Authority with a security deposit in the amount of \$25,000.00, in the form of cash, or letter of credit in a format satisfactory to the Authority. The amount of the required security may be adjusted upward or downward by the Authority based on Permittee's actual privilege fees and payment performance, and, if adjusted upward, such additional cash, or additional or increased letter of credit in a format satisfactory to Authority, will be posted by Permittee and retained by Authority as security for the faithful performance of Permittee's obligations hereunder.

Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to,

reimbursement of any expenses incurred by Authority in curing any default of Permittee. In the event that all or any portion of the security deposit is so applied, Permittee shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Permittee's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Permit. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Permittee, as soon after the end of the term of this Permit as it can be reasonably determined that all obligations for which Permittee may be liable have been paid.

10. **PERMITTEE'S PROPERTY.** Any and all property belonging to, or brought onto the Airport by, Permittee or its employees, guests, or invitees shall be at the sole risk of Permittee.

11. **COMPLIANCE WITH LAWS; RULES AND REGULATIONS.**

(A) **Airport Rules and Regulations.** Permittee will observe and comply with: (i) all rules and regulations of Authority which now exist, or may hereafter be promulgated from time to time; and (ii) all laws of Lee County, including but not limited to Lee County Ordinance #94-09 ("Airport Rules and Regulations") as may be amended from time to time.

(B) **Airport Security Requirements.** Permittee 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. Permittee 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, or upon the resignation or dismissal of, or conclusion of any work justifying airport security access to, any agent, employee, subcontractor, or invitee of the Permittee, Permittee shall, surrender any Airport Security Identification Badge held by Permittee or by such agent, employee, subcontractor, or invitee. If Permittee has failed to surrender any such badge to the Authority within five (5) days, the Permittee will be assessed, and pay, a fee for each badge not returned, at the then-current amount set by the Authority for lost badge fees (such fee is currently \$100.00 per lost badge).

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

(D) Compliance with Airport's Storm Water Permit. Permittee will observe and comply with, and agrees not to cause any violation of, the Authority's Storm Water Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs), and the Authority's Multi-Sector Generic Permit issued by the Florida Department of Environmental Protection.

(E) Permittee to Obtain Own FDEP Permit if Necessary for Permittee's Activities. If Permittee is to perform any "industrial activity" (as defined by section "S" of 14 CFR Part 122), Permittee will, first, secure its own Multi-Sector Generic Permit from the Florida DEP.

12. INDEMNIFICATION. Permittee agrees to release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from any and all injury, loss, or damage, of any nature whatsoever (including reasonable attorneys' fees), to any person or property which arises in connection with the use of the Airport by Permittee or its contractors, subcontractors, partners, joint venturers, concessionaires, licensees, or the like (whether caused by negligent acts of the Authority or Lee County, or their officers, agents, employees, or otherwise), and for any and all fines or penalties imposed by any governmental agency as a result of the failure of Permittee or its employees to abide by or comply with any statute, ordinance, rule, regulation, or other requirement.

13. WAIVER OF DAMAGE. Permittee hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency, or impairment of any of the services in or to the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage, or sewerage systems, or from wires leading to or inside of any space or structure, or by

reason of any loss resulting from the failure of any such system or facility which may occur from time to time from any cause. Permittee hereby expressly releases Authority and Authority's members, officers, employees, and agents from any and all demands, claims, and causes of action arising from any of the aforesaid causes.

14. PERMIT NOT TRANSFERABLE. This Permit and any of the rights granted hereunder are not transferable by Permittee without the prior express written consent of the Authority in each instance.

15. DEFAULT. In addition to all other remedies provided herein or at law, Authority may terminate this permit by giving thirty (30) days written notice to Permittee should any of the following events occur:

- (a) Permittee fails to remit any payment due to Authority, within ten (10) days after the payment is due;
- (b) Permittee fails to submit any financial report required to be submitted to Authority, within ten (10) days after the report is due; or
- (c) Permittee or any of its employees, guests, or invitees violates any other term, covenant, or condition of this Permit.

Notwithstanding the above, if Permittee fails to keep evidence of current insurance, as required by Article 8 above, on file with the Authority, the Authority may terminate this agreement or suspend Permittee's privileges hereunder, in writing, with no advance notice required.

16. COSTS AND ATTORNEYS' FEES. In the event that the Authority elects to engage the services of an attorney to collect any sums due hereunder from Permittee or to enforce any provision

of this Permit, Permittee agrees to reimburse Authority for all reasonable costs and expenses, including attorneys' fees.

17. NOTICES. Notice to Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or Airborne Express, to: Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Permittee will be sufficient if sent in the same manner, addressed to Permittee at the address set forth on page 1 above.

The parties may designate in writing different addresses for notice from time to time. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail). Any notice permitted or required to be given to Permittee hereunder shall be in writing and mailed by registered or certified mail to Permittee at the address contained in paragraph 1 of this Permit or such other address as Permittee may direct from time to time.

18. INTEREST ON SUMS DUE AUTHORITY. Any sums payable by Permittee to Authority under any provision of this Permit which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until paid.

19. AUTHORITY'S RESERVED RIGHTS.

(A) Authority reserves the right to further develop, improve, repair, and alter the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways as it may

reasonably see fit, free from any and all liability to Permittee for loss of business or damages of any nature whatsoever to Permittee occasioned during the making of such improvements, repairs, alterations, and additions.

(B) This Permit is subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil airports receiving federal funds and provided that Authority agrees to give Permittee written notice of any provision which will modify the terms of this Permit.

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

21. FAA REQUIREMENTS.

(A) Permittee shall comply with all applicable regulations of the Federal Aviation Administration and Transportation Security Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized

persons from obtaining access to the air operations area of the Airport.

(B) Permittee expressly agrees, on behalf of itself and its successors and assigns, to prevent any activity which would interfere with or adversely affect the operation or maintenance of the airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(C) In the event that the Federal Aviation Administration or its successor shall require any amendments, modifications, or changes in this Permit as a condition precedent to the granting of funds for the operation or improvement of the Airport, Permittee hereby consents to such amendments, modifications, or changes as may reasonably be required to obtain such funds.

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

22. GENERAL PROVISIONS.

(A) The paragraph headings contained in this Permit are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision hereof.

(B) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Permit are non-exclusive.

(C) Time is of the essence of this Permit.

(D) This Permit shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition, or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition, or provision herein contained.

(E) No recourse under or upon any obligation, covenant, or agreement contained in this Permit, or any other agreement or document pertaining to the operations of Permittee hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Permit, shall be had against any member, officer, employee, or agent, as such, of Authority, either directly or through the Authority or otherwise, for any claim arising out of this Permit or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority.

(F) Permittee represents and warrants to Authority that, except as may be disclosed in an Addendum hereto, no member, officer, employee, or agent of Authority has any material

interest, either directly or indirectly, in the business of Permittee to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

(G) This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Permit may be altered or amended only by written instrument executed by both parties hereto.

FSM GROUP, LLC
(Permittee)

By: CR

Print name: Colin Ryan

Title: EVP

Date: 7/6/21

LEE COUNTY PORT AUTHORITY

ATTEST:
LINDA DOGGETT, CLERK

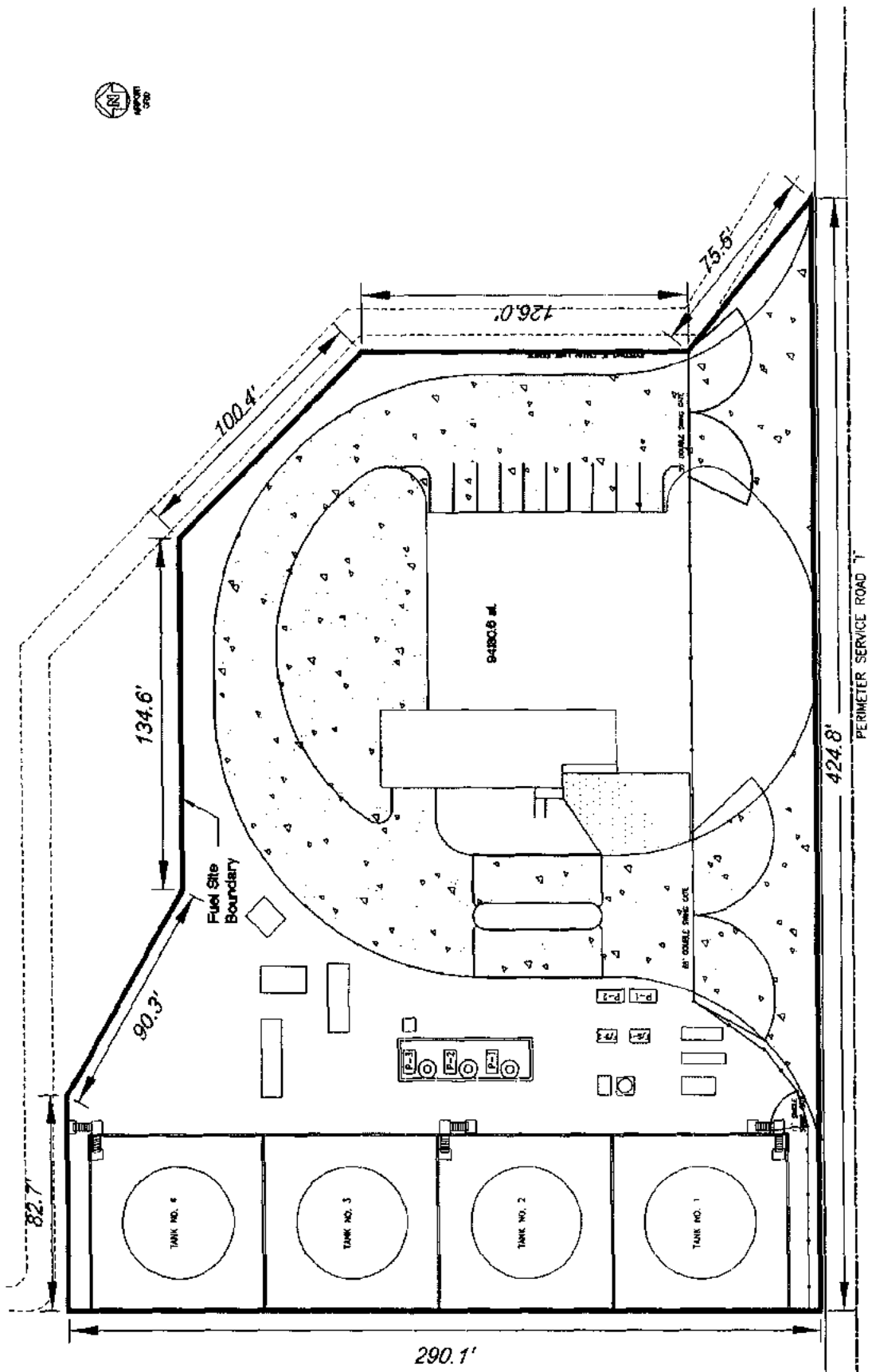
By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

By: _____
Deputy Clerk

Date: _____

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

By: _____
Port Authority Attorney



Drawing Date: June 13, 2009
Scale: N.T.S.

FUEL STORAGE SITE

EXHIBIT A

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a "Lease of Terminal Space at Southwest Florida International Airport" with FSM Group, LLC.
2. **FUNDING SOURCE:** N/A
3. **TERM:** month-to-month, beginning August 1, 2021
4. **WHAT ACTION ACCOMPLISHES:** Leases terminal space to FSM Group, LLC.

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

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. BACKGROUND:

FSM Group, LLC ("FSM") desires to begin providing into-plane fueling services at Southwest Florida International Airport, pursuant to a "Permit Agreement For Provision of Into-Plane Fueling Service at Southwest Florida International Airport" with the Authority, which is a separate item on today's agenda.

Additionally, FSM desires to lease certain operations and storage space within the Airport's terminal building to support its fueling operations. Accordingly, this item is a proposed lease agreement which will provide FSM with operations space (room #1B41602, which is approximately 228 square feet) on the first floor of the B concourse.

The term of the proposed lease agreement will be month-to-month, beginning August 1, 2021. Either party may terminate the agreement at the end of a calendar month, by giving the other party thirty (30) days advance written notice. The initial monthly rent will be \$1,924.51 per month. Monthly rent is subject to periodic adjustment by the Authority beginning October 1, 2021, and annually thereafter.

Attachments:

1. Contract Summary
2. Proposed lease agreement

11. RECOMMENDED APPROVAL

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>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

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

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Contract Summary

Tenant:	FSM Group, LLC 201 E. Pine Street, Suite 210 Orlando, FL 32801
Leased Premises:	Room #1B41602, located on the first floor of the B concourse (approximately 228 square feet)
Allowed Use(s):	Office and storage space associated with tenant's into-plane fueling operations
Term of Lease:	Commences August 1, 2021 and will continue month-to-month thereafter until terminated by either party upon thirty (30) days advance written notice
Rents and Fees:	Initial monthly rent of \$1,924.51. Monthly rent is subject to change effective October 1, 2021, and not more frequently than annually thereafter, by giving at least 30 days advance written notice of such change.
Security/Perf. Guaranty:	\$25,000.00 security deposit provided for Lessee's permit agreement for provision of into-plan fueling service will also serve as security for this lease.
Insurance Requirements:	Lessee must keep in force insurance required by its permit agreement for provision of into-plan fueling service

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

LEASE OF TERMINAL SPACE AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT is made and entered into this ___ day of _____, 2021, by and between **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida (herein referred to as "Authority") with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 and **FSM GROUP, LLC**, Nevada limited liability company (herein referred to as "Lessee"), with offices at 201 E. Pine Street, Suite 210, Orlando, FL 32801.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Lessee provides into-plane fueling services at the Airport, pursuant to a "Permit Agreement For Provision of Into-Plan Fueling Service At Southwest Florida International Airport" (the "Fueling Permit"). To support its operations, Lessee desires to lease from the Authority certain space in the Airport's terminal building. The Authority is willing to lease such space upon the terms and conditions provided below.

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

ARTICLE 1
DESCRIPTION OF LEASED PREMISES

Subject to the terms, covenants, and conditions contained herein, the Authority hereby leases to Lessee the following

described real property (herein the "leased premises" or the "premises") located in the Airport's terminal building at 11000 Terminal Access Road, Fort Myers, Florida 33913:

Room #1B41602 containing approximately 228 square feet, located on the first floor of the B Concourse, as shown on Exhibit A attached hereto.

ARTICLE 2
TERM

The initial term of this lease will commence on August 1, 2021, and will continue thereafter on a month-to-month basis, until one of the parties shall end this lease, effective at the end of a calendar month, by giving the other party written notice thereof, in the manner provided below, at least thirty (30) days prior to the end of the term.

ARTICLE 3
USE OF LEASED PREMISES

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

ARTICLE 4
RENT

Lessee agrees to pay to the Authority, for and during the

term of this lease, monthly rent of \$1,924.51. This rate is subject to being changed October 1, 2021, and not more frequently than annually thereafter, to such new rate as shall be determined by the Authority, provided that the Authority shall give at least thirty (30) days advance notice to Lessee of each such change. Should Lessee object to such new rate, Lessee may, upon fifteen (15) days written notice to the Authority, terminate this lease.

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

ARTICLE 5
UTILITIES

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

Lessee will pay its own telephone bills.

ARTICLE 6
ASSIGNMENT AND SUBLEASING

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

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

Section 7.1 **Initial condition.** The Authority will deliver the premises to Lessee and Lessee will accept the premises in "as is" condition. Authority shall not be responsible or liable at any time for any defects, latent or otherwise, in the terminal building or improvements therein, including the leased premises, or any of the equipment, machinery, utilities, appliances, or apparatus therein; nor shall Authority be responsible or liable at any time for loss of life, injury, or damage to any person or to any property or business of Lessee or those claiming by, through, or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing-up of water, steam, gas, or sewage, or blackouts, brownouts, or any other interruption of any utility service, in any part of the premises, or caused by or resulting from acts of God or from the elements, or resulting from any defect or negligence in the occupancy, construction,

operation, or use of the building or improvements therein.

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

Section 7.2 Lessee's Improvements. Prior to commencing any construction work, Lessee will: (1) submit complete plans and specifications, bonds, evidence of insurance, and all other required items to the Authority for Authority's approval, pursuant to the Authority's "Leasehold Development Standards and Procedures" adopted March 12, 2001, as may be amended, and obtain a "Work Permit" from the Authority; and (2) obtain and pay for all governmental permits and approvals.

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

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

Section 7.3 Maintenance and repairs; condition of premises upon return. Lessee must maintain and repair the premises as necessary to keep it in a clean and orderly condition and in a good state of repair at all times. Upon termination of

this lease, Lessee will remove, at its own cost, all proprietary equipment or improvements it has installed at the leased premises (including but not necessarily limited to signs), replace any proprietary ticket counters or kiosks it has installed with ticket counter shells matching the standard Lee County Port Authority ticket counter shells, restore the premises, and deliver the premises to Authority in the same condition they were in at the beginning of the term and prior to such installation, normal wear and tear excepted.

ARTICLE 8
RIGHT OF ENTRY

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

ARTICLE 9
COMPLIANCE WITH LAWS

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

ARTICLE 10
INDEMNITY AND HOLD HARMLESS; INSURANCE

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

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

ARTICLE 11
LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are levied upon the premises during the time period attributable to the term hereof, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's

property used in connection therewith.

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

ARTICLE 12
SECURITY DEPOSIT

If Lessee is a party to any other agreement with the Authority and has provided the Authority with security (whether in the form of a cash security deposit, a bond, or a letter of credit) for its performance thereunder, such security shall also serve as security for Lessee's performance of Lessee's obligations to Authority under this lease.

Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Lessee, or to the cost of restoring the leased premises to its original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Lessee shall promptly upon demand by

Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Lessee's failure to do so within ten (10) days after its receipt of such demand shall constitute a default under this Lease.

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

ARTICLE 13
FAA CLAUSES

Section 13.1 Nondiscrimination.

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

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of the Lessee under terms of this agreement, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These requirements may include, but not be limited to, the compliance

with Minority Business Enterprise ("MBE") and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Minority Business Enterprises.

Section 13.2 Airport Protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

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

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

Section 13.3 Nonexclusivity. Notwithstanding anything herein to the contrary, it is expressly understood and agreed

that the Authority reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

ARTICLE 14
CIVIL RIGHTS and Title VI

Section 14.1 General Civil Rights Provisions. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 14.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not

discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Port Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon.

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

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

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

Section 14.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-

Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ARTICLE 15

WASTE; SURRENDER OF POSSESSION

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

ARTICLE 16

QUIET ENJOYMENT

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

ARTICLE 17

GENERAL PROVISIONS

Section 17.1 Notices. Notice to the Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or Airborne Express, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to

Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address stated on the first page hereof, or at the address of Lessee's registered agent which is then on file with the Florida Division of Corporations. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 17.2 Nonwaiver of rights. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 17.3 Time. Time is of the essence in the performance of this agreement.

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

Section 17.5 Governing law and venue. This agreement shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida.

Section 17.6 Entire agreement. This contract sets out

the entire agreement between the parties with regard to the leased premises described herein. However, this contract is independent from and is not intended to affect any other contract or contracts that may be presently in force between Lessee and the Lee County Port Authority and/or Lee County. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this contract will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

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

FSM GROUP, LLC
(Lessee)

By: 

Print Name: Colin Ryan

As Its: EVP

Date: 7/6/21

LEE COUNTY PORT AUTHORITY

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

Date: _____

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

By: _____
Port Authority Attorney

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk



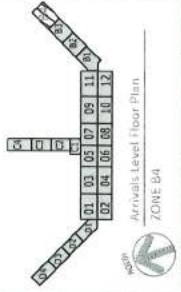
Midfield Terminal

Exhibit A

First Floor
Arrivals Level
(Below Concourse B)

FSM Group LLC
Office Space

Updated: 28 - June - 2021



Leased Space

FSM Group SPACE
1B41602

VAC SPACE
1B41604

VAC SPACE
1B41601

VAC SPACE
1B41604.01

LCPA
ELEC
1B41301

VAC SPACE
1B41603

VAC SPACE
1B41603.01

VAC SPACE
1B41704.02

VAC SPACE
1B41701

SPACE
1B41000

SPACE
1B41100



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve an "Off-Airport Parking Company Airport Use Permit Agreement" with Ft Myers Airport Parking LLC.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: month-to-month beginning August 1, 2021</p> <p>4. WHAT ACTION ACCOMPLISHES: authorizes off-airport parking company to access Southwest Florida International Airport with shuttle vehicles.</p> | <p>5. CATEGORY: 10.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</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:

Ft Myers Airport Parking LLC desires to start up off-airport parking operations utilizing a lot at 10431 Radar Court, which was previously operated by Drive N Fly Out, LLC (d/b/a "Executive Valet"). As part of its operation, Ft. Myers Airport Parking desires to operate shuttle vehicles to pick up and drop off customers at the airport. As requested, the company has executed an "Off-Airport Parking Company Airport Use Permit Agreement" in the Authority's standard form. The agreement allows for Ft Myers Airport Parking LLC, as permittee, to pick up and drop off its customers at locations on the airport which are designated by the Authority. The agreement also provides for, among other things, the permittee's payment to the Authority of privilege fees (which are currently 8% of gross revenue derived from airport parking customers) and courtesy vehicle fees.

- Attachments
1. Contract Summary
 2. Proposed Permit 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 (6-0)</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED</p> <p>APPROVED as AMENDED</p> <p>DENIED</p> <p>DEFERRED to</p> <p>OTHER</p> |
|---|---|

Contract Summary

Permittee:	Ft Myers Airport Parking LLC 5234 Sands Blvd. Cape Coral, FL 33914
Leased Premises:	n/a
Allowed Activity:	airport access for shuttle vehicles used in the operation of an off-airport parking business
Term of Agreement:	month to month, commencing August 1, 2021, until terminated by either party giving at least sixty (60) days advance written notice to the other party
Privilege/Permit Fees:	courtesy vehicle fees, plus privilege fees in the amount of 8% per month of gross revenue derived from airport parking customers
Insurance Requirements:	\$1 million commercial general liability, \$1 million business auto, and workers' compensation as required by Florida law
Security Deposit:	\$20,000.00

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

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)

OFF-AIRPORT PARKING COMPANY

AIRPORT USE PERMIT AGREEMENT

THIS PERMIT AGREEMENT is made and entered into this _____ day of _____, 2021, by and between **LEE COUNTY PORT AUTHORITY**, a political subdivision of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **FT MYERS AIRPORT PARKING LLC**, a Florida limited liability company, with principal offices located at 5234 Sands Blvd., Cape Coral, FL 33914 (herein referred to as "Permittee").

Background

The Authority operates and regulates Southwest Florida International Airport (the "Airport") pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14. All off-airport parking companies desiring access to the Airport are required by law to first obtain a permit from the Authority, and to pay monthly privilege fees at the rate set by the Authority. Permittee plans to operate an off-airport parking company and has requested authorization to operate at the Airport, operate its courtesy vehicles on the Airport roadways and pick up and drop off its Airport Parking Customers at the Airport for transportation to and from its off-Airport site.

NOW THEREFORE, in consideration of the mutual promises herein, the Authority hereby issues this Permit, and by accepting this Permit, Permittee agrees to abide by the provisions hereof:

SECTION 1. DEFINITIONS

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

"Airport" means Southwest Florida International Airport.

"Parking Customer" means any person who provides compensation to

Permittee (or Permittee's agent, contractor, or subtenant) for the reservation or provision of space to park or store a motor vehicle (excluding boats) upon premises owned or operated by Permittee (including but not limited to space in an open parking lot, or in an enclosed building or storage unit, and regardless of whether the transaction is characterized as a lease, license, or otherwise).

"Airport Parking Customer" means all Parking Customers except those which sign a separate written statement, either:

- (a) stand-alone and separate from any contract or invoice, or
- (b) contained within and placed on the front page of such contract or invoice, in print in capital letters and no smaller than the remainder of the document, with a separate signature line,

indicating:

"CUSTOMER'S AFFIRMATION. By signing this statement, I hereby affirm under oath, and subject to penalty of law, that between the time of leaving the vehicle for parking or storage, and the time of retrieving that vehicle, I:

- (1) *was not transported by the parking operator to or from the Airport; and*
- (2) *did **NOT**, and will not, arrive at or depart from Southwest Florida International Airport by any aircraft within 24 hours of delivery or retrieval of the vehicle.*

Signature: _____"

(or such alternative statement to the same effect as may be approved in advance by the Authority), in which case they will be presumed to be non-airport customers absent evidence to the contrary.

"Courtesy Vehicle" means any vehicle (including but not limited to vans and shuttle buses, provided the seating capacity is 18 or less, not including the driver) used to carry Airport Parking Customers to and from the Airport and Permittee's off-airport business location(s).

"Gross Revenue" means all amounts charged (whether received or receivable, whether cash or credit, whether made by time or some other method, and regardless of where, by whom, or to whom, the payment is made) for:

- (1) provision of parking or storage space for motor vehicles to Airport Parking Customers, including but not limited to any type of charges, surcharges, taxes, or fees now or hereafter made or assessed to Permittee's Airport Parking Customers;
- (2) any item or service sold, rented, or provided to an Airport Parking Customer, including but not limited to any type of insurance; and
- (3) transportation to or from the Airport.

However, notwithstanding the above, "Gross Revenue" excludes the amount of any federal, state, or local sales taxes, now or hereafter levied or imposed, when such taxes are collected from customers of the Permittee and separately stated on the customer's agreement or invoice (if any). **There shall be no deductions or exclusions from "Gross Revenue" except as specifically set forth above.** For example, Gross Revenue shall not be reduced by reason of any amount collected or withheld by, or paid out or rebated to, travel agents, reservation agents, third parties involved in booking or reserving parking, or others, or for bad debt losses, bank charges, uncollectible credit or charge accounts, etc.

Each transaction made on installment or credit shall be treated as a transaction for the full price in the month during which such charge or transaction is made, regardless of when or whether the Permittee receives any full or partial payment therefore. In no event shall the Permittee's Gross Revenue be negative in any revenue category or in any period.

SECTION 2. TERM

The term of this Permit will commence on August 1, 2021, and will continue month to month thereafter unless or until terminated, effective at the end of a calendar month, by either party giving at least sixty (60) days advance written notice to the other party.

SECTION 3. PRIVILEGES

Permittee is granted a non-exclusive license to operate only those of its Courtesy Vehicle(s) which are listed on Exhibit "A" hereof (as may be amended as provided below) on the public roadways of the Airport, by the route directed by the Authority, and to pick up its customers from, and to deliver its customers to, the Airport at such locations as the

Authority designates. Notwithstanding the above, or the commencement of the term of this agreement, Permittee shall not be allowed to engage in any activity on the Airport until Permittee has satisfied its insurance requirements set forth below in this agreement.

Permittee may add and delete particular Courtesy Vehicles onto or from Exhibit "A" at any time by providing, in advance of any such additions or deletions, an updated Exhibit "A" (in the same format and containing all required information for each vehicle) to the Authority at:

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

Permittee shall not operate any Courtesy Vehicle on the Airport unless such vehicle is listed on the then-current Exhibit "A," and shall not operate any vehicle for hire on the Airport unless authorized by the Authority under a separate written agreement.

Permittee may, for the duration of this Agreement (unless Permittee ceases business operations for 90 or more consecutive days): (1) maintain a phone number on the Authority's common-use phone in the bus shelter used by off-airport parking customers; and (2) maintain identification signage on the Airport, at Permittee's sole expense, in reasonable proximity to the pick-up/drop-off location designated by the Authority, in the same size, type, and location(s) as the Authority may approve for other off-airport parking companies, subject to availability.

The pickup location shall initially be the existing off-airport shuttle bus shelter just east of the Airport's parking garage (depicted on Exhibit B attached hereto). The dropoff location shall initially be the main terminal curb, second level. Permittee's assigned pick up and drop off locations, courtesy phone locations, and identification signage locations, are all subject to change by the Authority at any time in the Authority's sole discretion.

SECTION 4. FEES TO BE PAID BY PERMITTEE

A. Privilege Fees

For each calendar month (or portion thereof) during the term of this Permit, Permittee will pay to the Authority a Privilege Fee for the privilege of using the Airport and

for the business benefits it derives from the Airport. Said Privilege Fee will initially be in the amount of eight percent (8%) of "Gross Revenue," as that term is defined above.

The Privilege Fee is payable monthly at the Authority's address, without demand, setoff, or deduction, to Lee County Port Authority, Attn.: Finance Department, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (or such other place as the Authority may direct in writing) as follows:

Twenty (20) days following the end of each calendar month of the term hereof, Permittee shall submit to the Authority's Finance Department, in a format shown on Exhibit "C" hereto (as may be amended from time to time by the Authority), a "Monthly Statement of Gross Revenue," signed by a responsible accounting officer of Permittee, and accompanied by a check for the amount due the Authority for the covered month. (Exhibit "C" is intended to be construed in accordance with the definition of "Gross Revenue set forth above; in the event of any conflict between Exhibit "C" and said definition, the definition will prevail.)

B. Courtesy Vehicle Registration Fees

In addition to the Privilege Fees set forth above, Permittee will pay to the Authority, for and during the term of this Permit, a monthly Courtesy Vehicle Registration Fee, for each Courtesy Vehicle that Permittee operates or is permitted to operate on the Airport during that calendar month or portion thereof (which shall not be transferable between vehicles) which will initially be in the following amount(s):

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

This Courtesy Vehicle Registration Fee is payable monthly or annually; such fees paid annually will be prorated to coincide with the Authority's fiscal year; such fees prepaid for a twelve-month period coinciding with the Authority's fiscal year will be entitled to a one-twelfth discount, such that Permittee pays eleven times the monthly fee and is credited for

twelve months. The Courtesy Vehicle Registration Fee set forth above will not apply if Permittee has already paid the courtesy shuttle registration fees under a separate Courtesy Shuttle Permit from the Authority for the same time period and same vehicle.

C. Courtesy Vehicle Trip Fees

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

D. Treatment of Fees

The fees set forth above are airport user fees imposed on Permittee, and not on Permittee's customers. Accordingly, Permittee will not separately assess, collect, charge, state, or list an amount for, any airport "fee," "surcharge," "tax," or any other charge on its contracts purporting to be imposed on the customers by the Airport or the Authority. The foregoing shall not prohibit Permittee from listing a "facility fee" or "location fee" separate from its parking fee, nor from collecting sales taxes or other taxes which may now or in the future be imposed by applicable governmental authorities.

E. Increases in Fees

The Authority may, upon thirty (30) days advance written notice to Permittee, but not more frequently than annually, increase the Privilege Fees, Courtesy Vehicle Registration Fees, and Courtesy Vehicle Trip Fees set forth above.

SECTION 5. ACCOUNTING RECORDS AND AUDITS

A. Records

Permittee shall maintain, in a complete and accurate manner, on an accrual basis and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records, and data pertaining to its parking operations as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of the Gross Revenues from Permittee's parking operation in

accordance with GAAP and Generally Accepted Auditing Standards (GAAS). Such books and records shall include, at a minimum:

- (1) all individual customer agreements;
- (2) all agreements between Permittee and any third party booking or reservation providers or agents utilized or contracted with by Permittee;
- (3) a breakdown of the various components of Permittee's Gross Revenue and the permitted exclusions therefrom;
- (4) daily business reports;
- (5) sales journals; and
- (6) all other books and records customarily used in the parking business.

Said materials shall be in sufficient detail to substantiate all information Permittee provides the Authority.

All contract forms, tickets, or invoices used by Permittee in its operations within Lee County shall be sequentially numbered, with preprinted numbers. Permittee shall maintain or cause to be maintained records and controls pertaining to the pre-numbered series.

Permittee shall make all such books and records available to the Authority at a location in Lee County, Florida, for at least five (5) years after the end of the term of this Permit.

B. Annual Statements to be submitted by Permittee

Permittee shall annually provide to the Authority, at Permittee's sole cost and expense, a "Statement of Gross Revenues" for the preceding twelve-month period (or portion thereof) ending September 30th during the period this permit is in force. Said Statement shall be certified by the chief financial officer ("CFO") of Permittee when payments made by the Permittee for such period were not more than \$25,000. If payments made by the Permittee for such period were more than \$25,000, said Statement shall be prepared by an independent certified public accountant ("CPA") duly licensed in the state where the audit is performed, in accordance with generally accepted auditing standards and the terms of this permit agreement. Said Statement shall be provided to the Authority within ninety (90) days after each such September 30th, and shall include the

following:

- (1) a written statement that in said CFO's or CPA's opinion, based on information available to Permittee, all Privilege Fees owed by Permittee to the Authority for the year ending on said September 30th were paid in accordance with the terms of this permit agreement.
- (2) a schedule of revenues upon which the monthly payments to Authority are computed;
- (3) a list of the payments made to the Authority for the period; and
- (4) a calculation to determine that the total Privilege Fees for the year or applicable portion thereof have been paid in accordance with this agreement. Any adjustment due will be determined, and payment remitted to the party to whom it is due, within thirty (30) calendar days from receipt and acceptance of said audit report by the Authority. Any additional sums found to be due to Authority shall be paid forthwith to Authority and shall bear interest at the rate of eighteen percent (18%) per annum from the date such sums should have been paid until the date actually paid.

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

C. Audits by Authority

The Authority shall have the right, at all reasonable times, to have Permittee produce any or all of Permittee's books and records pertaining to its parking business that are in its possession, custody, or control, including sales tax and other tax return records for the preceding five (5) years, to the Authority in Lee County, Florida, and to have the Authority's representatives inspect, examine, copy, and audit those books and records for the purpose of verifying the Gross Revenues hereunder. Should the Permittee have any of such books or records maintained outside of Lee County, Florida, and not wish to make them available to the Authority in Lee County, then the Permittee shall reimburse the Authority for the audit costs incurred, including round trip air fare and ground transportation from Fort Myers to the location at which the books and records are kept, hotel lodging, and meals.

In any event, if, as a result of such audit, it is established that Permittee has understated the Gross Revenues as defined above by three percent (3%) or more, the

entire expense of said audit shall be borne by Permittee. Any additional Privilege Fee due shall be invoiced to Permittee and promptly paid to Authority with interest at the rate of one percent (1.0%) per month from the date such additional Privilege Fee originally was due. Notwithstanding the foregoing, the Authority shall not be prevented from terminating this Permit for default in the payment of fees or from enforcing any other provisions hereof.

SECTION 6. GUARANTEE OF PERFORMANCE AND PAYMENT

Permittee has posted a security deposit in the amount of twenty thousand dollars (\$20,000.00) with the Authority, in the form of cash, or letter of credit in a format satisfactory to the Authority. Said amount will be retained by Authority as security for the faithful performance of Permittee's obligations hereunder, including but not limited to the rentals, fees, and charges to be paid, throughout the entire term of this agreement, and may be adjusted upward or downward by the Authority based on Permittee's actual Gross Revenues and payment performance. If adjusted upward, Permittee will provide such additional cash, or increased letter of credit, in a format satisfactory to Authority, within thirty (30) days of the Authority's request.

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

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

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

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

SECTION 7. RELEASE, INDEMNITY, AND HOLD HARMLESS

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

SECTION 8. INSURANCE

Permittee must procure and maintain at its own expense the following types and amounts of insurance prior to commencing any activities on the Airport, and then continuously during the remainder of the term of this Agreement:

- (1) Commercial general liability insurance with minimum of \$1,000,000.00 combined single limit per occurrence, for bodily injury, wrongful death, or property damage, including product liability;
- (2) Business automobile liability insurance covering all owned, non-owned, and hired vehicles, with limits of no less than \$1,000,000.00 ("scheduled autos" may be specified in lieu of "all owned autos" only if a schedule, including year, make, and entire VIN, of each vehicle covered by the policy

accompanies the certificate of insurance); and

- (3) Workers' compensation insurance, in the amounts as required by state law.

An original hand-signed certificate(s) evidencing the insurances specified above shall be sent to the Port Authority's Risk Management Department prior to the commencement of any activities on the Airport by Permittee. The Authority must be named as additional insured on Permittee's commercial general liability policy. The original or a certified copy of above policy or policies, plus certificates evidencing the existence (including renewals) thereof, shall be delivered to the Authority not more than ten days after request. Each such policy or certificate shall contain a valid provision or endorsement that "This policy will not be cancelled or materially changed or altered without first giving advance written notice to the Lee County Port Authority" (or such alternative statement to the same effect as may be approved by the Authority). The Permittee's insurance will be primary and noncontributory.

SECTION 9. ASSIGNMENT

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

SECTION 10. STANDARDS OF OPERATION

Permittee is prohibited from:

- (1) having personnel on the Airport which are not neat, clean and courteous;
- (2) allowing its agents or employees to solicit tips (however this restriction shall not prohibit receiving tips or maintaining a tip jar within courtesy vehicles), or to conduct business in a loud, noisy, boisterous, offensive or objectionable manner;
- (3) allowing its agents or employees to engage in open or public disputes or conflicts, or to solicit business in any manner whatsoever (except as expressly provided below);
- (4) having an office or station at the airport (except that Permittee may maintain a courtesy phone as set forth in Section 3 above);
- (5) transporting any persons, other than "Airport Parking Customers" (and, if Permittee operates a hotel, Permittee's hotel customers) to or from the Airport;

- (6) parking its courtesy vehicles on Airport property, except when actively loading or unloading passengers;
- (7) conducting any business activity on Airport property other than as expressly provided herein or as otherwise expressly permitted by the Authority; and
- (8) using the Airport's cell phone lot(s).

Additionally, Permittee agrees to:

- (1) load and unload its customers only as specified by the Authority;
- (2) have its drivers remain in the vehicles except to assist customers loading or unloading baggage into or out of the shuttle vehicle (drivers shall not walk beyond the loading/unloading area);
- (3) refrain from any use of the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard; and
- (4) make no unlawful, improper, or offensive use of the Airport.

SECTION 11. SOLICITATION AND ADVERTISING

Permittee will not solicit business on the Airport. However, Permittee may contract separately with the Authority or the Authority's advertising concessionaire (if any) for the provision at the Airport of display advertising, courtesy telephones, or both, at Permittee's sole cost and expense, and at such fees, charges, and location as may be negotiated. Notwithstanding the foregoing, Permittee may have informational displays inside and on the outside of its courtesy vehicles promoting Permittee's business.

SECTION 12. COMPLIANCE WITH LAWS

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

SECTION 13. CIVIL RIGHTS AND TITLE VI

A. General Civil Rights Provisions

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

B. Compliance with Nondiscrimination Requirements

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

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

subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- (4) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

SECTION 14. NONEXCLUSIVITY

Nothing herein contained shall be deemed to grant Permittee any exclusive right or privilege in the conduct of any activity on the Airport. Authority expressly reserves the right to grant the same or similar privileges to other off-airport parking operators, but at rates and privilege fees not less than those charged by Authority to Permittee.

SECTION 15. NONLIABILITY OF AGENTS OR EMPLOYEES

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

SECTION 16. TERMINATION BY AUTHORITY

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

- (1) Permittee becomes a corporation in dissolution;
- (2) Permittee fails to make any payment required when due, or to perform and observe any other promise, covenant or condition set forth in this Agreement;
- (3) Cessation or deterioration of Permittee's service to the public which materially and adversely affects the quality of Permittee's operation;
- (4) Permittee violates the Airport Rules and Regulations Ordinance, or any other law applicable to Permittee's operations.

SECTION 17. LICENSES AND TAXES

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

SECTION 18. WAIVER OF CLAIMS

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

SECTION 19. INTERPRETATION

The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the Authority or Permittee. In the event that any provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby, and Permittee and Authority shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement.

SECTION 20. NOTICES

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

SECTION 21. NONWAIVER OF RIGHTS

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

SECTION 22. TIME

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

SECTION 23. GOVERNING LAW AND VENUE

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

SECTION 24. WAIVER OF RIGHT TO JURY TRIAL

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

SECTION 25. AUTHORITY'S REPRESENTATIVE

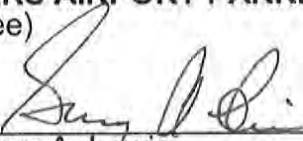
Unless otherwise specified herein, whenever in this Agreement the Permittee is required or permitted to receive direction from, obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with the Authority, Permittee shall deal with the Authority's authorized representative, which shall be the Authority's Executive Director or his designee.

SECTION 26. ENTIRE AGREEMENT

This contract sets out the entire agreement between the parties. No agreement to modify this contract will be effective unless in writing and executed by the Permittee and duly approved by, and executed on behalf of, the Authority's Board of Port Commissioners.

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

FT MYERS AIRPORT PARKING LLC
(Permittee)

By: 
Gary A. Lewis

Title: Authorized Member

Date: 7-31-21

LEE COUNTY PORT AUTHORITY

By: _____
Chair or Vice Chair,
Board of Port Commissioners
Date: _____

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

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

By: _____
Port Authority Attorney

EXHIBIT "A"

DESIGNATION OF PERMITTEE'S COURTESY VEHICLES

EFFECTIVE DATE OF THIS VEHICLE LIST: 7-31-21

YEAR	MAKE	MODEL	VIN	PASSENGER SEATING CAPACITY	LICENSE PLATE #	TRANSPONDER # (Issued by LCPA staff)
<u>2021</u>	<u>Chrysler</u>	<u>TRAVELER</u>	<u>16NERHXW1MJ148743</u>	<u>6</u>	<u>JQV 477</u>	

SUBMITTED BY: Anthony Frayors Airports Parking
TITLE: President
PERMITTEE: _____
PHONE NUMBER: 239-560-5501
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PHONE NO. FOR OFF-SITE PICK-UP AREA, DIRECT DIAL PHONE: _____

24 HOUR EMERGENCY CONTACT INFORMATION (FOR AUTOMATED SYSTEM)

PHONE: _____
TEXT NO.: _____
EMAIL: _____

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve the Authority's Shared Tenant Services business plan for airlines.</p> <p>2. FUNDING SOURCE: NA</p> <p>3. TERM: NA</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves the Authority to implement Shared Tenant Services.</p>	<p>5. CATEGORY: 11. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p>_____ CEREMONIAL/PUBLIC PRESENTATION</p> <p><u> X </u> CONSENT</p> <p>_____ ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. BACKGROUND:

The Lee County Port Authority desires to make doing business at Southwest Florida International and Page Field as easy and low cost as possible and add potential new sources of non-aeronautical revenue. Shared Tenant Services allows the airport to offer voice and data services as well as communications infrastructure such as dark fiber and CAT6 cable at a reduced cost. Airports throughout the US offer Shared Tenant Services, including MIA, MCO and TPA. By offering Shared Tenant Services, the airport eliminates one of the most complicated tasks for our customers - designing and implementing telecommunications services at the airport.

To develop it's Shared Tenant Services program, LCPA IT engaged two leading telecommunication consulting companies to develop a business case and survey US airports that offer Shared Tenant Services and to conduct market research on commercially available service prices in Southwest Florida, survey existing tenants on services in use now and desired in the future, and develop pricing based on analysis of market pricing and the cost any required investment to be "ready to serve".

At the May 16, 2021 Joint Board, the Board approved the Authority to develop a Shared Tenant Services business plan. The Authority plans to implement shared tenant services for the airlines and may add other tenants at a future date once a plan is developed to meet the requirements of F.S. 350.81 Communications services offered by governmental entities.

Attachment: LCPA STS Business Plan Final

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 (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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Shared Tenant Services Business Plan

INSPIRED
DATA SOLUTIONS

155 Conduit Street, Annapolis, MD

410-951-9081

www.InspiredDataSolutions.com

Version 11

July 23, 2021

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1. Executive Summary

This analysis was conducted at Lee County Port Authority (LCPA) to develop a financial and non-financial business case for Shared Tenant Services (STS) at Southwest Regional Airport (RSW) and Page Field (FMY) airports. The LCPA's reasons for engaging in Shared Tenant Services are:

Provide shared technologies which enable the tenants at both airports to flourish and deliver outstanding customer service that reflects, in turn, on LCPA.

Reduce the barrier-to-entry costs of an air carrier, or other tenant, who is interested in opening service at either RSW or FMY.

Take positive control of the airport's infrastructure in all airport spaces.

Deliver non-aeronautical revenue.

Ensure that tenants can communicate and operate even when the Fort Myers area is stressed by a weather event or other regional crisis.

In a nutshell, this report studied 30 service offerings in the areas of telephony, fax, data communications, video, multi-use flight information display system (MUFIDS), and infrastructure (copper and fiber-optic cabling, rack space, etc.). Those services could deliver an annual revenue in excess of \$700K with a \$1.2M Net Present Value and a 32% Internal Rate of Return. While the lion's share of the infrastructure to deliver STS is already in place, a \$292,500 "Ready-To-Serve" project is required to put the last pieces in place.

The report recommends against fax service as it is a dying service and difficult to implement. Instead, analog ports should be offered to connect existing multifunction printers. In addition, further discussion must be conducted with Comcast, YouTube, or CenturyLink regarding the rights to distribute internet protocol television (IPTV) content over the airport's infrastructure.

1.1 Acronym List

Acronym	Full Name	Explanation
ACY	Atlantic City International Airport	Joint civil-military airport 10 miles northwest of Atlantic City, New Jersey
CCTV	Closed Circuit Television	Video cameras transmitting a signal to a specific place, on a limited set of monitors.
DID	Direct Inward Dial	A feature of a telephone system that allows each phone to have a unique phone number that when dialed rings directly on the phone without the intervention of an operator.

DNS	Domain Name System	A hierarchical and decentralized naming system for computers, services, or other resources connected to the internet or a private network. It associates various information with domain names assigned to each of the participating entities.
EFB	Electronic Flight Bag	An electronic information management device that helps flight crews perform flight management tasks more easily and efficiently with less paper.
FIDS	Fight Information Display System	A computer system that controls mechanical or electronic display boards or TV screens in order to display arriving and departing flight information in real-time.
FMY	Page Field	Business and general aviation airport for Southwest Florida providing access to the communities of Fort Myers, Cape Coral, Sanibel & Captiva, Estero, Bonita Springs, Pine Island and beyond.
Gbps	Gigabits per second	Data transfer speed measurement for high-speed networks.
IDF	Intermediate Distribution Frame	A free-standing or wall-mounted rack for managing and interconnecting the telecommunications cable between end user devices and main distribution frame.
IPTV	Internet Protocol Television	Delivery of television content over Internet Protocol networks, enabling streaming media.
ISP	Internet Service Provider	A company that provides individuals and other companies access to the internet and other related services such as web site building and virtual hosting.
IT	Information Technology	Anything related to computing technology, such as networking, hardware, software, the internet, or the people that work with these technologies.
LAN	Local Area Network	A computer network that interconnects computers within a limited area such as a residence, school, laboratory, university campus or office building.
LCD	Liquid Crystal Display	A display of information on a screen, which uses liquid crystals that become visible when electricity is passed through them.
LCPA	Lee County Port Authority	LCPA is governed by the Lee County Board of County Commissioners (Board of Port

		Commissioners) which decides all issues and matters relating to the Lee County airports (Southwest Florida International Airport and Page Field).
MACD	Move/Add/Change/Delete	A service that provides moves, adds, changes and deletes of network hardware, software or services.
MDF	Main Distribution Frame	A cable rack that interconnects and manages the telecommunications wiring between itself and any number of IDFs. Unlike an IDF, which connects internal lines to the MDF, the MDF connects private or public lines coming into a building with the internal network.
Mb	Megabyte	One million bytes.
MUFIDS	Multi-Use Flight Information Display System	A computer system that controls mechanical or electronic display boards or TV screens in order to display arriving and departing flight information in real-time.
NDVR	Network Digital Video Recorder	A network-based digital video recorder stored at the provider's central location.
PBX	Private Branch Exchange	A private telephone switchboard.
PoE	Power Over Ethernet	A technology for wired Ethernet local area networks that allows the electrical current necessary for the operation of each device to be carried by the data cables rather than by power cords.
POS	Point of Sale	End device used for conducting a retail transaction.
RFID	Radio-frequency Identification	RFID uses electromagnetic fields to automatically identify and track tags attached to objects.
RSW	Southwest Regional Airport	A top 50 U.S. airport for passenger traffic serving Florida's southwest Gulf Coast.
RTS	Ready to Serve	A service portal for tenants to submit requests for new services as well as moves, adds, and changes as needed.
SIP	Session Initiation Protocol	VOIP protocol that allows users to make voice and video calls via the internet.
SSID	Set Service Identifier	Specified name of Wi-Fi network
STS	Shared Tenant Services	STS is the provision of IT services by a landlord to its tenants. These services can include telephones, virtual LANs, internet access, Wi-Fi, Common-use, Common FIDS, and video.

UPS	Uninterruptible Power Supply	A device that allows a computer to keep running for at least a short time when the primary power source is lost.
VLAN	Virtual Local Area Network	A custom subnetwork which can group together collections of devices on separate physical local area networks (LANs).
VoIP	Voice over Internet Protocol	Phone service that works over an internet connection.
VPN	Virtual Private Network	A secure, private network created by using encryption over a public network, typically the internet.
VSaaS	Video Surveillance as a Service	Provision of a network digital video recorder, analytics, and storage in the cloud.
WAP	Wireless Application Protocol	A set of protocols for connecting mobile phones and other radio devices to the internet.

2. Services Under Consideration

The LCPA STS Service portfolio is intended to meet the following objectives for existing tenants:

Equal to or less cost than tenants can procure commercially from third parties or build themselves (inclusive of all capital and operating costs including internal labor).

Service quality which is equal to or better than commercially available.

Faster delivery and response because the LCPA is utilizing its own infrastructure with personnel located at the two airports.

Convenience of contracting with a partner (LCPA) who is invested in the tenant's success.

Prospective tenants can take advantage of all of the benefits listed above. Additionally, a new tenant can avoid start-up capital expenses and long order delays by purchasing these services from the LCPA.

The LCPA service portfolio is proposed to consist of:

2.1 Data Communications Services

Virtual (Closed) Private Networks that can be anywhere in either airport.

Internet Service Provider (ISP) which enables access to the internet.

Static IP address or dynamic DNS service.

Internet connected workstation.

Shared airport wide Wi-Fi.

2.2 Voice Communications Services

Basic telephone service, including telephone, dial-tone, voicemail and long-distance.

Executive telephone service which includes an upgraded phone with two numbers.

Auto-attendant.

Analog ports for faxes, modems, alarm panels, gas pumps, etc.

2.3 Fax Services

Virtual fax account.

2.4 Video Services

Shared views of specific cameras, ramps, hold rooms, checkpoint queue, bag claim, and ticket lobby.

Dedicated cameras.

Commercial TV service.

2.5 Airport System Services

FIDS monitor.

2.6 Infrastructure Services

In-suite point of presence.

Copper cable pairs within a building.

Fiber-optic strand pairs within a building.

Rack space in shared data center.

Detailed descriptions of each service are provided in Appendix 10.1.

3. Competitive Pricing Analysis

This section of the business plan examines the competitive price points for each service offering as a guide to setting competitive price points for LCPA.

Typically, competition for these types of services exists in two forms.

1. Commercially available services offer the entire service for a monthly price. These are typically delivered over a cloud-based architecture from data centers somewhere in the US or the world. Installation fees are quoted but frequently waived.
2. Alternatively, tenants can build their own solution by buying equipment and services and managing the system with internal resources.

Both of these tenant options are described below.

The third section of each study defines the recommended LCPA pricing strategy and price point based on the commercial service and self-managed options.

3.1 Data Communications Offerings

3.1.1 Commercial Service Offerings

Commercial service offerings include those that tenants could obtain from third parties such as telecom companies and managed service providers.

3.1.1.1 Internet Service Provider (ISP)

Century Link, Comcast, and Summit offer dedicated internet access at the following speeds and prices.

ISP Speed Down/Up	CenturyLink MRC Price	Comcast MRC Price	Summit MRC price
10/0.75 Mbps	\$49		
100/100 Mbps	\$599		\$250
500/500 Mbps	\$944		\$650
1,000/1,000 Mbps	\$1,265	\$260	\$825

Table 1 ISP Speed / Prices

ATT claims to offer services at 100, 500, and 1,000 Mbps but did not provide pricing.

Comcast stated that to run cable to RSW would cost \$300,000 and to FMY would be \$57,000.

The CenturyLink pricing above was for Concourse B, DMARC 10108, and is assumed to apply to all locations.

All of the pricing above excludes any house cabling.

Regarding Summit's pricing, there is an item of note, their fiber is only run to a location that is on Daniels Road just west of I-75. This would not permit connectivity in the immediate future.

3.1.1.2 Managed LAN

It is difficult to find pricing on the internet for this service, but an October 2018 TechTarget article estimated that a basic per-device pricing model might designate a flat fee of \$69 per desktop, \$299 per server, \$29 per network printer and \$99 per managed network.

3.1.1.3 Managed Wi-Fi

Secure Edge offers a managed Wi-Fi service for up to 24 users in a 75,000 square foot space for \$977/month which equates to \$40.70/month/user.

3.1.2 Self-Managed

A tenant cannot reasonably build its own ISP service and would have to select from one of the commercial options above.

Tenants can, however, build their own local area network (LAN). To do that the tenant would incur costs for network switches, routers, and technical expertise. This might amount to \$4,000 to \$10,000 for a small network serving up to ten individuals in one location. Operating costs for such a LAN (absent ISP service) are about \$300-\$1,000 per month.

When multiple locations are involved (which is often the case at airports for airlines, hospitality, and retailers), switches are needed in each location and cables are needed to connect the sites. This increases the capital and operating expenses for the same number of employees.

In addition, the tenant must provide intrusion detection and prevention for the network. This can be both costly and time-consuming.

3.1.3 LCPA Pricing Approach

The pricing approach for the ISP service is to offer a price equivalent to the commercial service pricing plus a reasonable cost for house cable.

The pricing approach for the managed LAN services is set based on the Solarwinds Managed Service Pricing Guide estimate of \$25 - \$65 per device¹. The mean price of \$45/month/device was used.

Wi-Fi services are set in accordance with the Secure Edge managed Wi-Fi price. While the comparative pricing was for only 75K square feet, the LCPA offer would span the entire Wi-Fi coverage of the airport including the ramp area. This substantially increases the value to the tenant. An SSID price equivalent to other airports would be used.

¹ MANAGED SERVICES PRICING GUIDE 2.0 Industry Best Practices, Solarwinds, 2015

3.2 Voice Service Offerings

3.2.1 Commercial Service Offerings

The marketplace is awash in cloud-based telephone service offerings. In all of these cases, an ISP service is needed to connect the users to the cloud-based service. Voicemail typically comes with the service but features, such as auto-attendant, are additional costs.

3.2.1.1 8x8

8x8 offers cloud-based phone service from \$25.00 to \$45.00 per user per month. This excludes the telephone itself which runs for about \$100. Installation fees are typically waived.

3.2.1.2 Ring Central

Ring Central offers cloud-based phone service for \$42.99 to \$52.99 per user with a two-year term. This excludes the telephone itself which runs for about \$100. Installation fees are typically waived.

3.2.1.3 CenturyLink Centrex

Century Link advertises \$38.99 per user with a two-year term and custom features. This excludes the telephone itself which runs for about \$100. Installation fees are typically waived.

3.2.2 Self-Managed

Typically, tenants will purchase a small telephone switch (called a private branch exchange (PBX)), telephone handsets from a local IT shop, and trunk lines from CenturyLink. A PBX installation runs from \$5,000 to \$15,000 depending upon the number of stations and the complexity of the features. Typically, the system will include voicemail and auto-attendant. Cabling within a given lease space is not expensive, but it is when phones are remote to the leasehold.

3.2.3 LCPA Pricing Approach

The pricing for basic telephone service should be simple. It includes a basic telephone set inclusive of 1 DID, voicemail, domestic minutes and telephone station equipment. An upgraded “executive” version would have a more enhanced color display phone with two DIDs. Auto-attendant would be a separate price.

Analog port services would be available for conference phones, faxes, modems, etc. These must use G711 encoding. These would include domestic usage.

3.3 Fax Service Offerings

Fax is a declining business and as such may not be of much interest to the LCPA tenants. In addition, there are limitations to this service when LCPA does not have access to the Active Directory records of the customer. However, this service is included in the analysis in case there is demand.

3.3.1 Commercial Service Offerings

E-Fax offers a basic fax number with email delivery for \$16.95/month. Ring Central offers a Fax 1500 service for \$17.99/month.

3.3.2 Self-Managed

Most tenants use an analog line and a fax machine or multi-function printer if they still accept faxes. Some subscribe to services such as listed above.

3.3.3 LCPA Pricing Approach

While the price point is in the upper teens for each user of the fax service, there are two substantial issues:

1. Fax service is diminishing, and many businesses are getting rid of the fax machine. They prefer to scan and email.
2. Fax server implementation (such as with Right-fax) usually requires Active Directory integration, which is more difficult in the STS environment.

3.4 Video Service Offerings

The provision of video surveillance as a service is quite new and is not yet seen on the price list of any STS airport. However, the revenue potential is significant, and the airport is investing in a substantial array of real-time video feeds in addition to the extensive video surveillance system already in operation. One of the challenges to providing this service is that Security Directors are careful about the images they control. Operating a separate, hyper-secure video system on its own Airport Operations network and STS minimizes the concern of operational video interfering with airport security.

3.4.1 Commercial Service Offerings

There are over 30 companies offering forms of Video Surveillance as a Service (VSaaS). One of those, Verkada, is already in dialog with LCPA. Verkada offers a VSaaS at approximately \$10/month/camera, but their cameras must be used (priced at \$500-\$900 one-time). Assuming four hours of installation at \$150/hour, the one-time costs are \$1100-\$1500. 1000eyes offers a VSaaS model for \$8.91 to \$17.80 per month and would have the same kind of capital costs. So the low \$9-\$20 per month cost would exceed \$40/month/view when considering cable runs, etc. This does not include the capital recovery of the camera and its installation, which on a five-year basis for a \$1500 installation would be \$30/month bringing the total cost for a self-managed video solution to over \$70/camera.

3.4.2 Self-Managed

The nature of video surveillance is to see locations which are not local to the viewer. Thus, self-implementing a video surveillance solution at RSW would require installing cameras in many locations with lines back to a central network switch and network digital video recorder (NDVR). All of the costs above, except the NDVR and storage costs, would apply (approximately \$9-\$18/ month). That savings would be offset by the capital cost of the Ethernet Switch, NDVR, and storage. For 10 cameras,

this cost would amount to \$10,000 to \$20,000 dependent mostly on storage requirements. On a capital recovery basis, this equates to \$20-\$40/month per camera bringing the total back to \$80-\$100/month per camera. This does not include analytics, which are included with VSaaS offerings.

3.4.3 LCPA Pricing Approach

This is a relatively new service, but LCPA is in the unique position to install cameras and sell the images while simultaneously benefitting AirCom and Airport Operations. The LCPA shared camera value is further enhanced in a common-use environment. For an air carrier to move gates, as has happened during COVID-19, would mean abandoning or relocating their camera investment. This would cost money and time. In a common-use video environment, LCPA IT only needs to change which cameras the air carrier can view. It costs nothing and can be done very quickly. This value proposition suggests that tenants might be willing to pay prices at or above the third party or self-managed solutions.

3.5 Airport Systems

The provision or extension of systems to tenants is an obvious revenue generator since there is no commercial alternative and the tenant cannot reasonably build the system independent of the airport. Since these services are essentially monopolies, airports should be cautious about predatory pricing.

Extension of FIDS monitors is currently a practice at LCPA for which the airport is not receiving any revenue. Tampa International Airport (TPA) and Miami International Airport (MIA) both offer FIDS monitors on their price sheets. Prices vary from \$17.50 - \$105.00/month for the first monitor. The costs to the airport include the monitor(s), video controllers, cabling and MUFIDS licensing.

Common-use is a shared tenant service. Some airports (e.g. San Francisco International Airport (SFO)) charge for common-use in their STS program, while most others like RSW build it into the rates and charges. This report assumes that common-use continues to be included in rates and charges and is neither a revenue source nor expense for the STS program.

3.5.1 LCPA Pricing Approach

Charging FIDS may create an issue for existing FIDS monitor users. Certainly, central FIDS monitors (such as at a checkpoint) are an airport cost. The same would be true for common-use hold rooms. Dedicated hold rooms could pay. Monitors specific to restaurants and hotels should be revenue generating, but the price should be kept low to encourage dissemination of information to passengers. Currently, LCPA provides FIDS monitors - at no charge - at the gas station as part of the lease agreement.

3.6 Infrastructure Services

Tenants have been using airport authority cable infrastructure since the terminal was constructed in 2005. In other cases, tenants have pulled new cable at great expense which then has to be moved when the tenant relocates, or which gets abandoned when the tenant leaves.

Most airports have adopted a fee for the use of house cable. In some cases, it is a flat fee and in others it is a per linear foot of the cable path.

3.6.1 LCPA Pricing Approach

LCPA should adopt a policy of charging for using house cable and discouraging the installation of tenant owned infrastructure. A flat rate approach is suggested as it makes buying simpler. Another reason for charging for house cable is that this factors into the tenant cost when they do not select LCPA STS.

4. Potential Market

4.1 Tenant Prospects

The table below identifies all 12 current tenants at both RSW who could potentially buy STS.

Category	Company	Airport	Notes	Size	Opportunity
Airlines	Air Canada	RSW		Medium	Good
	Alaska Airlines	RWS		Medium	Good
	American Airlines	RSW	(144Kpax Jan)	Large	Fair
	Delta Airlines	RSW	(213Kpax Jan)	Large	Fair
	Frontier Airlines	RSW	(141Kpax Jan)	Large	Good
	Discover	RSW		Medium	Good
	Jet Blue	RSW		Medium	Good
	Southwest Airlines	RSW	(188Kpax Jan)	Large	Good
	Spirit Airlines	RSW	(134Kpax Jan)	Large	Good
	Sun Country Airlines	RSW		Medium	Good
	United	RSW		Large	Good
	West Jet	RSW		Medium	Good

Table 2 Tenant Prospects

As expected, business was suppressed during the COVID-19 pandemic. As of August 2020, only 14 of the 35 HMS Host and Paradies storefronts are in operation. Passenger counts for July 2020 were only 45% compared to July 2019.

However, the business recovery in 2021 has been excellent for RSW and business is returning to pre-COVID levels.

4.2 Tenant Survey

During August 2020, IDS and LCPA conducted a survey of tenant interest in participation in STS at RSW and FMY. Response was light and consisted of nine responses from the following:

American Airlines

Delta Airlines (x2)

JetBlue

Southwest Airlines (x2)

United Airlines.

General interest in STS was a modest 2.9 of 5 possible stars. United, ATS, JetBlue and American responded with 3 and 4 stars. Southwest responded with both a 1 and a 5, so they cancel out.

Comments related to the impact of COVID-19 generally reported the downturn in passenger traffic and a lessening of technology use. Several respondents expressed an interest in STS potentially lowering costs.

All respondents said they owned a phone system with the following phone quantities reported.

Respondent	Quantity	Provider
American Airlines	35	
Delta Airlines	10-20	Self-Owned (ATL) or CenturyLink
JetBlue Airlines	12	CenturyLink
Southwest Airlines	30-35	Cisco IP – (corporate) or CenturyLink
United Airlines	15	AT&T

Table 3 Stakeholder Responses: Phone Quantities

None of the respondents provided current costs or indicated any particular needs.

Regarding faxes, all reported having one to four self-owned fax machines or multi-function printers. None provided current costs or any specific needs. ATS remarked they never use a fax machine and do not need it. Two air carriers remarked that the corporation handled fax machines.

Data networking and ISP services responses were as follows.

Respondent	Quantity	ISP	Notes
American Airlines			
Delta Airlines	5	6Mbps	Handled in ATL
JetBlue Airlines	None		
Southwest Airlines	30-100	CenturyLink	
United Airlines			

Table 4 Shareholder Responses: Data Networking & ISP Services

Southwest reported having a 10 camera CCTV system of their ground operations. Southwest expressed slight interest in images of the airfield, curbside, and ticket lobby.

Two respondents said they have FIDS monitors: Delta has four, and Southwest has 20.

5. Revenue

The tenant list and survey data were used to determine a total market demand at RSW. That data was also used to estimate the LCPA capture of the market. Competitive alternatives and other airport STS offerings were used to set a price schedule.

5.1 Market Size

The market size was estimated based on the survey data. Within each tenant subgroup (airlines, food and beverage, car rental, etc.), the actual respondent values were used and the rest of the members of that subgroup were estimated based on the actual respondent data. This resulted in a total market size of about 2,100 services to be sold.

The next step is to apply a capture probability to each potential client. As with demand, expression of interest from the respondents to the survey was applied within each tenant group to those that did not respond. The result of this likely capture analysis was about 1,100 services that the LCPA could sell.

These two analyses are in the Excel document in detail, and they are summarized below.

Group	Specific Service	Total Demand	Capture	Capture %
Phone Counts	Basic Phone #	561	260	46%
	Exec Phone #	57	27	48%
	Auto-Attendant	32	16	50%
	Analog Ports	99	47	48%
FAX	Virtual Fax #	88	42	48%
Data Drops	# VPN Drops	545	302	55%
	ISP Cxn Speed	1,926	979	51%
	# Wi-Fi Devices	210	113	54%
	Private SSID	83	29	35%
	Static IP Address	12	6	51%
Video Feeds	Shared Views #	183	97	53%
	Dedicated Cameras	31	22	70%
	IPTC Drops #	43	24	55%
MUFIDS	# 1st displays	35	20	58%
	# Add'l displays	46	24	52%
	MUFIDS terminals	12	6	51%
Infrastructure	Copper Pair #	56	32	58%
	Fiber Pair #	59	21	36%
	ISPOP	25	2	7%
	Rack Space	-	-	

Table 5 Market Share

Note that the “ISP Cxn Speed” is not a quantity of units but a sum of speed required in Mbps.

5.2 Pricing

The LCPA pricing was established based on three different value-based comparators.

1. Commercially available service.
2. Cost of “Do-it-yourself”.
3. Prices from other STS airports.

In general, the proposed pricing is closer to commercial alternatives and generally less than that which other airports charge. The table below demonstrates that analysis.

The suggested LCPA price is provided on the far right. In general, prices were set at the lower end to attract the most business and to ensure the model was conservative. These prices were used to calculate revenue for the rest of the model.

Service Group	Specific Service to be offered	Commercial Offerings		Do-it Yourself	Comparison to other Airport STS Prices								Suggested LCPA Price	
		Competitive		DIY Price	MSY	TPA	HOU	CMH	SFO	MIA	ACY	ABQ		
		Price	Source of estimate											
Phones	Basic Phone w/ VM	\$ 29.98	IDS 8x8	\$ 31.37	\$ 43.30	\$ 19.76	\$ 31.00	\$ 51.00	\$ 67.00	\$ 36.20			\$ 42.95	\$ 29.00
	Exec Phone with VM	\$ 32.98	10% more	\$ 35.48	\$ 50.92	\$ 22.52			\$ 82.00	\$ 89.93			\$ 49.95	\$ 34.50
	Auto-Attendant	\$ 20.00	Guess	Included	\$ 19.85	\$ 40.95	\$ 28.11		\$ 166.00				\$ 25.00	\$ 24.00
	Analog Ports	\$ 35.85	See below	\$ 31.37	\$ 32.00	\$ 17.40		\$ 15.00					\$ 42.95	\$ 32.00
Fax	Virtual Fax	\$ 16.95	IDS Efax		\$ 12.00								\$ 19.00	\$ 16.50
Data	1 Gbit Managed Lan Cxn	\$ 45.00		\$27.62	\$ 76.55								\$ 55.00	\$ 45.00
	ISP Cxn Speed													
	1					\$ 111.30							\$ 200.00	\$ 49.00
	5				\$ 107.10	\$ 442.00							\$ 600.00	\$ 74.50
	10	\$ 49.00	Centurylink 10/0.75	\$ 61.50	\$ 220.00	\$ 693.00			\$ 160.00			\$ 1,100.00	\$ 110.00	
	25	\$ 100.00	Centurylink	\$ 112.50	\$ 510.00	\$1,359.75			\$ 205.00				\$ 150.00	
	50	\$ 200.00	Interpolated	\$ 212.50		\$2,063.25			\$ 235.00				\$ 230.00	
	100	\$ 599.00	Centurylink	\$ 611.50									\$ 585.00	
	200	\$ 771.50	Interpolated	\$ 784.00									\$ 725.00	
	500	\$ 944.00	Centurylink	\$ 956.50									\$ 899.00	
	1000	\$ 1,265.00	Summit	\$ 1,277.50									\$1,100.00	
	# Wi-Fi Devices			\$ 0.00		\$ 31.50			\$ 55.00	\$ 47.50				\$ 35.00
	Private SSID				\$ -									\$ 35.00
Static IP Address				\$ 2.00								\$ 50.00	\$ 25.00	
Video	Shared Views #			\$ 50.70					\$ 17.00					\$ 35.00
	Dedicated Cameras			\$ 50.70										\$ 65.00
	IPTV Drops #				\$ 71.00		\$ 19.95	\$ 19.95	\$ 20.00	\$ 60.00				\$ 75.00
MUFIDS	1st FIDS Display					\$ 105.00				\$ 110.00				\$ 99.00
	2nd FIDS Display					\$ 52.50				\$ 50.60				\$ 55.00
	MUFIDS Terminals													\$ -
Infrastructure	Copper Pair #				\$ 304.50	\$ 27.71	\$ 230.00	\$ 8.00						\$ 12.50
	Fiber Pair Term				\$ 29.50	\$ 27.71	\$ 50.00	\$ 50.00	\$ 140.00					\$ 25.00
	In-Suite POP													\$ 99.00
	Rack Space (per RU)		JCP analysis	\$23.56										\$ 25.00
MACS	Hourly Rate				\$ 136.00	\$ 59.00							\$ 140.00	

6. Expense

Expenses in this report are divided into “Ready-To-Serve” costs. Generally, these costs are independent of units ordered and unit costs that are incurred when a unit is ordered.

6.1 Ready-To-Serve Capital Costs

The capital expense is primarily in a project conducted at the outset of the project. This project makes some adjustments to prepare the LCPA for the STS business. This project is called the “Ready-to-Serve (RTS) Project” and is not reflected in the unit costs or gross profit. These costs are captured in the cumulative cash flow and net profitability. An RTS project is a service portal for tenants to submit requests for new services as well as moves, adds, and changes as needed. The services can be added to the Service Now service catalog for tenant orders and the work can be assigned to the respective LCPA fulfiller. This would provide the customer with a "shopping cart" for services and an estimated total cost of their order. It would also allow for management approval of requests. Quoted cost is \$29,700.

Much of what is required to perform STS is already in place, paid for, and relatively fresh technology. This “sunk cost” includes:

- The Cisco Unified Communications system with redundant access to SIP trunks.

- A dual-core, Layer 3, managed, PoE+, Gigabit Ethernet switching environment.

- A managed Wi-Fi system.

- A Multiple User Flight Information Display System.

- Extensive fiber and copper cable premise distribution system.

The RTS project is estimated at approximately \$267,254. In this plan, that amount is spent on Day 0, but many of the services can be initiated and sold while the RTS project is in deployment. A description of what is included in the RTS project follows.

6.1.1 Backbone Infrastructure

A review of the Terminal Expansion Project and Jet Bridge Project suggest that LCPA will have sufficient IDFs and backbone cabling to support tenant needs. No additional backbone fiber or copper is planned for STS. Each STS service that uses a network port has an accrual built in. This should provide a fund for new switches as the current network switches reach capacity.

It is recommended that STS services be available on the Airport Operations LAN which has presence where the tenants are located. Connection to the Administrative LAN will be required for management purposes, and possibly some tenant connections.

6.1.2 Connection Between RSW and FMY

Other fiber-optic projects in the area may enable options to do a dark fiber connection between RSW and FMY. However, as a placeholder for the budget, this RTS project includes \$20,000 for two SAF Integra X radios with 0.6m Andrews antennas mounted at approximately 10 meters to deliver 1Gbps between the two facilities.

6.1.3 Bandwidth Management Tool

The LCPA will need a bandwidth management tool to enforce bandwidth limits when necessary. The existing ASR1001x is sufficient for starting STS and will max out at approximately 10 Gbps. The market forecast is only for 1 Gbps, but - to be safe - a refresh with an ASR9906 is planned in year four for \$10,000 (\$6,000 hardware and \$4,000 labor).

6.1.4 Station Cabling

Typically, station cabling is at the cost of the tenant regardless of whether they select STS or provide their own IT. The STS service does offer an in-suite point of presence which puts a network switch on emergency power with UPS in the wall of the tenant's leasehold. This allows the tenants to cable to the STS services within their leasehold.

6.1.5 Access Point Expansion

One of the services that will be in demand is airport-wide Wi-Fi, specifically on the ramp to support baggage loading, catering, Electronic Flight Bag (EFB), and other aircraft operations. While the Wi-Fi service within the terminal is good, the RTS project includes \$115,000 for 50 WAPs. 28 WAPs would be located at the gates. The other 22 WAPs would include tenant office space, parking lot, curbside or wherever needed to enhance tenant operations.

6.1.6 Video Distribution System

The original plan was to extend feeds from VisionHub to tenants who wanted to see specific images. However, the Verkada project, which is currently being deployed, offers an excellent chance to use a cloud-based approach. This eliminates complex video replication devices and issues with sharing airport security cameras. A review session with Verkada determined that, through careful organization of groups, LCPA can deliver the video image service with no need for a replication device. The RTS project does include 20 additional cameras to be placed where most beneficial to the tenants. The survey suggests these would be:

- Curbside
- Ramp Operations
- Bag Claim
- Parking Garage
- RSW Airfield
- Ticket Lobby.

The RTS project budget for the Verkada cameras is \$30,000.

6.1.7 Telephone Spares Pool

LCPA obtained a spares pool of telephone sets when it purchased the system a year ago. There is a temptation to invade this spares pool when tenants sign up for STS so that delivery can be quick. In consideration of this important rapid deployment goal, the RTS project includes augmenting the spares pool with 25 telephone sets at a cost of \$150 each.

6.1.8 Fax Server

The RTS project includes a fax server for \$25,000. The need for this service is marginal as fax use is waning in favor of emailing scanned documents.

6.1.9 ServiceNow Enhancements

The existing ServiceNow software requires an upgrade such that tenants can place Move/Add/Change/Delete (MACD) orders directly into the system. The work involved implementing the service catalog within ServiceNow and opening the ServiceNow portal to external users.

6.2 Ready-To-Serve Operating Costs

These are costs incurred that are not required for a specific tenant.

6.2.1 ISP Connectivity

While LCPA does have ISP connectivity via the County courthouse, it would be preferable to have an independent ISP access under the control of LCPA. The RTS costs include a 1Gbps CenturyLink connection for \$1,265/month. As an analogy, this is the “crate of eggs” that LCPA must purchase to sell eggs singly, sell by the dozen, or use to make omelets.

6.2.2 RTS Maintenance

The equipment purchased (except the telephone stations) has some amount of annual maintenance cost associated with it. Using the general formula of 15% of the purchase price, this has been estimated at \$2,797 per month.

6.2.3 Management Labor

There is a cost to manage the service. This includes monthly reporting, sales efforts, monitoring and control. It does not include installation or troubleshooting, which are captured in the unit costs.

6.3 Unit Costs

The unit costs for the STS are captured in the table below:

Service Group	Specific Service to be offered	One-Time costs							Recurring Costs (Monthly)					
		Phone Hardware	Network Switch Port	Voice GW Port	Verkada	FIDS Displays	Labor	Total OTC	SIP Trunk Allocation	ISP Maint. Alloc	Station Licenses	Labor	Total MRC	
Phones	Basic Phone w/ VM	\$ 120.45	\$ 361.11				\$ 150.00	\$ 631.56	\$ 3.26		\$ 4.51	\$ 4.75	\$ 3.13	\$ 15.65
	Exec Phone with VM	\$ 202.95	\$ 361.11				\$ 150.00	\$ 714.06	\$ 3.26		\$ 4.51	\$ 4.75	\$ 3.13	\$ 15.65
	Auto-Attendant						\$ 450.00	\$ 450.00						\$ -
	Analog Ports		\$ 60.19	\$ 141.67			\$ 150.00	\$ 351.85	\$ 3.26				\$ 3.13	\$ 6.39
Fax	Virtual Fax						\$ 450.00	\$ 450.00						\$ -
	1 Gbit Managed Lan Cxn		\$ 361.11				\$ 150.00	\$ 511.11			\$ 4.51			\$ 4.51
Data	ISP Cxn Speed		\$ 361.11					\$ 361.11			\$ 4.51		\$ 3.13	\$ 7.64
			\$ 361.11				\$ 450.00	\$ 811.11		\$ 0.63	\$ 4.51		\$ 3.13	\$ 8.27
	1		\$ 361.11				\$ 450.00	\$ 811.11		\$ 3.16	\$ 4.51		\$ 3.13	\$ 10.80
	5		\$ 361.11				\$ 450.00	\$ 811.11		\$ 6.33	\$ 4.51		\$ 3.13	\$ 13.96
	10		\$ 361.11				\$ 450.00	\$ 811.11		\$ 15.81	\$ 4.51		\$ 3.13	\$ 23.45
	25		\$ 361.11				\$ 450.00	\$ 811.11		\$ 31.63	\$ 4.51		\$ 3.13	\$ 39.26
	50		\$ 361.11				\$ 450.00	\$ 811.11		\$ 63.25	\$ 4.51		\$ 3.13	\$ 70.89
	100		\$ 361.11				\$ 450.00	\$ 811.11		\$ 126.50	\$ 4.51		\$ 3.13	\$ 134.14
	200		\$ 361.11				\$ 450.00	\$ 811.11		\$ 316.25	\$ 4.51		\$ 3.13	\$ 323.89
	500		\$ 361.11				\$ 450.00	\$ 811.11		\$ 632.50	\$ 4.51		\$ 3.13	\$ 640.14
	1000		\$ 361.11				\$ 450.00	\$ 811.11					\$ 3.13	\$ 3.13
	Video	# Wi-Fi Devices						\$ 150.00	\$ 150.00					\$ 3.13
PrivateSSID							\$ 150.00	\$ 150.00		25			\$ 3.13	\$ 28.13
Static IP Address							\$ 150.00	\$ 150.00		5			\$ 3.13	\$ 8.13
Shared Views #					In RTS		\$ 150.00	\$ 150.00					\$ 3.13	\$ 3.13
Dedicated Cameras					\$ 2,000.00		\$ 1,000.00	\$ 3,000.00					\$ 3.13	\$ 3.13
MUFIDS	IPTV Drops #						\$ 375.00	\$ 375.00					\$ 3.13	\$ 3.13
	1st FIDS Display						\$ 1,200.00	\$ 1,125.00	\$ 2,325.00				\$ 3.13	\$ 3.13
	2nd FIDS Display						\$ 1,000.00	\$ 1,125.00	\$ 2,125.00				\$ 3.13	\$ 3.13
Infrastructure	MUFIDS Terminals						\$ -	\$ -					\$ 3.13	\$ 3.13
	Copper Pair #						\$ 150.00	\$ 150.00					\$ 3.13	\$ 3.13
	Fiber Pair Term						\$ 150.00	\$ 150.00					\$ 3.13	\$ 3.13
	In-Suite POP		\$ 1,000.00				\$ 1,800.00	\$ 2,800.00					\$ 3.13	\$ 3.13
MACS	Rack Space (per RU)		\$ 27.78				\$ 150.00	\$ 177.78					\$ 3.13	\$ 3.13
	Hourly Rate						\$ 75.00	\$ 75.00						

Table 7 STS Unit Costs

In this table, the STS services offered are the rows. The phone hardware represents the actual cost of additional handsets. As orders are received and fulfilled from the spares pool, LCPA IT must be careful to restock the spares pool.

The network switch port one-time cost consists of an allocation of a 48 port Layer 3 managed, gigabit, PoE+ switch. The expectation is that these allocations will enable LCPA to purchase additional Ethernet switches when the existing ones fill up.

The Voice Gateway port is a similar allocation of a 16 port voice gateway in the MDF (room 10110) and will use the existing Cat-3 cabling system to reach the tenant location.

The base deployment of Verkada cameras is in the RTS project, but some tenants may want their own view. Presumably, these would be dedicated to the tenant who would bear the full cost.

Labor is an estimate of unit installation costs at \$75/hour (the cost of UDT’s on-site tech). It is important to keep in mind that these are unit costs. For example, if a tenant orders nine phones, LCPA IT will have 18 hours to complete the programming, configuration and deployment.

LCPA may need to capitalize some of these items (e.g. Verkada cameras and FIDS monitors). In that case, a small capital project should be budgeted for each year which captures all of the annual STS costs for all customers. Opening individual capital projects for each deployment potentially will delay service delivery.

Similarly, the recurring costs uses a number of allocations. The first is the cost of SIP trunks which are allocated at the rate of 10 users per trunk. In practice, LCPA will be monitoring SIP trunk utilization and increasing SIP concurrent call paths to maintain a P01² grade of service. The Net2Phone trunks will handle international calling and are managed the same as the domestic CenturyLink SIP trunks.

An allocation of the ISP trunk is handled the same way. Each unit ordered creates a reserve of dollars that can be used to purchase increased bandwidth when the RTS 1Gbps ISP access nears 100% utilization.

Equipment maintenance is allocated so that there is money for additional SMARTnet service for new equipment.

Station licensing for the phone system is included.

A budget for labor to troubleshoot and repair services is included.

What is not included are costs related to LCPA initiated tenant moves. If that is required, LCPA should include the correct MACD costs in its project budget.

6.4 Unit Cost Analysis

At this point, a unit cost analysis can be conducted on the value-based pricing to determine if each service is financially viable (Table 8). Note this is a gross profit analysis and it does not take into consideration any RTS costs.

² A “P01” Grade of Service is a telephony term which means that 99 out of 100 calls successfully get an outside line. LCPA is probably operating a P001 or better, but P01 is a safe commitment.

Service Group	Specific Service to be offered	Suggested LCPA Price	Unit Cost Analysis		
			Monthly Unit Cost	Unit Gross Profit/Loss	% Gross profit
Phones	Basic Phone w/ VM	\$ 29.00	\$ 28.46	\$ 0.54	2%
	Exec Phone with VM	\$ 34.50	\$ 30.13	\$ 4.37	13%
	Auto-Attendant	\$ 24.00	\$ 9.12	\$ 14.88	62%
	Analog Ports	\$ 32.00	\$ 13.52	\$ 18.48	58%
Fax	Virtual Fax	\$ 16.50	\$ 9.12	\$ 7.38	45%
Data	1 Gbit Managed Lan Cxn	\$ 45.00	\$ 14.88	\$ 30.12	67%
	ISP Cxn Speed				
	1	\$ 49.00	\$ 24.72	\$ 24.28	50%
	5	\$ 74.50	\$ 27.25	\$ 47.25	63%
	10	\$ 110.00	\$ 30.41	\$ 79.59	72%
	25	\$ 150.00	\$ 39.90	\$ 110.10	73%
	50	\$ 230.00	\$ 55.71	\$ 174.29	76%
	100	\$ 585.00	\$ 87.34	\$ 497.66	85%
	200	\$ 725.00	\$ 150.59	\$ 574.41	79%
	500	\$ 899.00	\$ 340.34	\$ 558.66	62%
	1000	\$1,100.00	\$ 656.59	\$ 443.41	40%
	# Wi-Fi Devices	\$ 35.00	\$ 6.17	\$ 28.83	82%
	Private SSID	\$ 35.00	\$ 31.17	\$ 3.83	11%
	Static IP Address	\$ 25.00	\$ 11.17	\$ 13.83	55%
	Video	Shared Views #	\$ 35.00	\$ 6.17	\$ 28.83
Dedicated Cameras		\$ 65.00	\$ 63.95	\$ 1.05	2%
IPTV Drops #		\$ 75.00	\$ 10.73	\$ 64.27	86%
MUFIDS	1st FIDS Display	\$ 99.00	\$ 50.27	\$ 48.73	49%
	2nd FIDS Display	\$ 55.00	\$ 46.21	\$ 8.79	16%
	MUFIDS Terminals	\$ -	\$ 3.13	\$ (3.13)	
Infrastructure	Copper Pair #	\$ 12.50	\$ 6.17	\$ 6.33	51%
	Fiber Pair Term	\$ 25.00	\$ 6.17	\$ 18.83	75%
	In-Suite POP	\$ 99.00	\$ 59.90	\$ 39.10	39%
	Rack Space (per RU)	\$ 25.00	\$ 6.73	\$ 18.27	73%
MACS	Hourly Rate	\$ 140.00	\$ 75.00	\$ 65.00	46%

Table 8 Unit Cost Analysis

The good news is that none of the services are unprofitable in this initial analysis. The MUFIDS terminals are not profitable because LCPA gives them to the air carriers at no cost to get accurate data in the FIDS system. So, a negative return is expected. These terminals are, for the most part, all implemented.

7. Integrated Financial Model

These various types of costs and the revenue predictions come together into a unified financial model. This is an Excel deliverable of this project.

This model assumes a 53% capture over a five-year period.

All of the costs have a 20% management reserve included. Amortization of one-time costs over five years uses 4% when considering the LCPA cost of money and 8% when considering the cost of money for the tenants.

All of the LCPA IT labor costs (except sales) are included in this model at the UDT tech rate of \$75. It is understood that LCPA does not allocate time for its employees and that may contribute to an apparent labor underrun.

A seven-year planning horizon produces the following top-level financials based on an October 1, 2021, start date.

Fiscal Year	2022	2023	2024	2025	2026	2027	2028
Revenue	\$ 130,719	\$ 253,913	\$ 377,108	\$ 500,303	\$ 560,646	\$ 627,494	\$ 615,974
Expenses							
Hardware	\$ 354,592	\$ 87,339	\$ 87,339	\$ 94,539	\$ 72,782	\$ 14,556	\$ -
Services	\$ 14,722	\$ 24,238	\$ 33,753	\$ 43,268	\$ 47,989	\$ 57,542	\$ 57,542
Maintenance	\$ 44,114	\$ 52,165	\$ 60,216	\$ 68,267	\$ 69,623	\$ 80,344	\$ 80,344
Labor	\$ 159,383	\$ 105,931	\$ 112,778	\$ 124,426	\$ 110,377	\$ 77,180	\$ 66,637
Total Expense	\$ 572,812	\$ 269,672	\$ 294,086	\$ 330,500	\$ 300,771	\$ 229,623	\$ 204,523
Profit	\$ (442,093)	\$ (15,759)	\$ 83,021	\$ 169,802	\$ 259,875	\$ 397,871	\$ 411,451
7 Year Financial Metrics							
Net Present Value	\$ 674,811						
Int. Rate of Return	23.1% per annum						
1st Profitable Month	12 October-22						
Cash Positive Month	56 June-26						
Capital Required	\$ 463,575						

Table 9 Seven-Year Planning Financials

All of the financial metrics are positive. While the RTS project is \$267,254, there is a need for another \$196,321 of cash infusion until profitability kicks in. This is more clearly stated in the graph below.

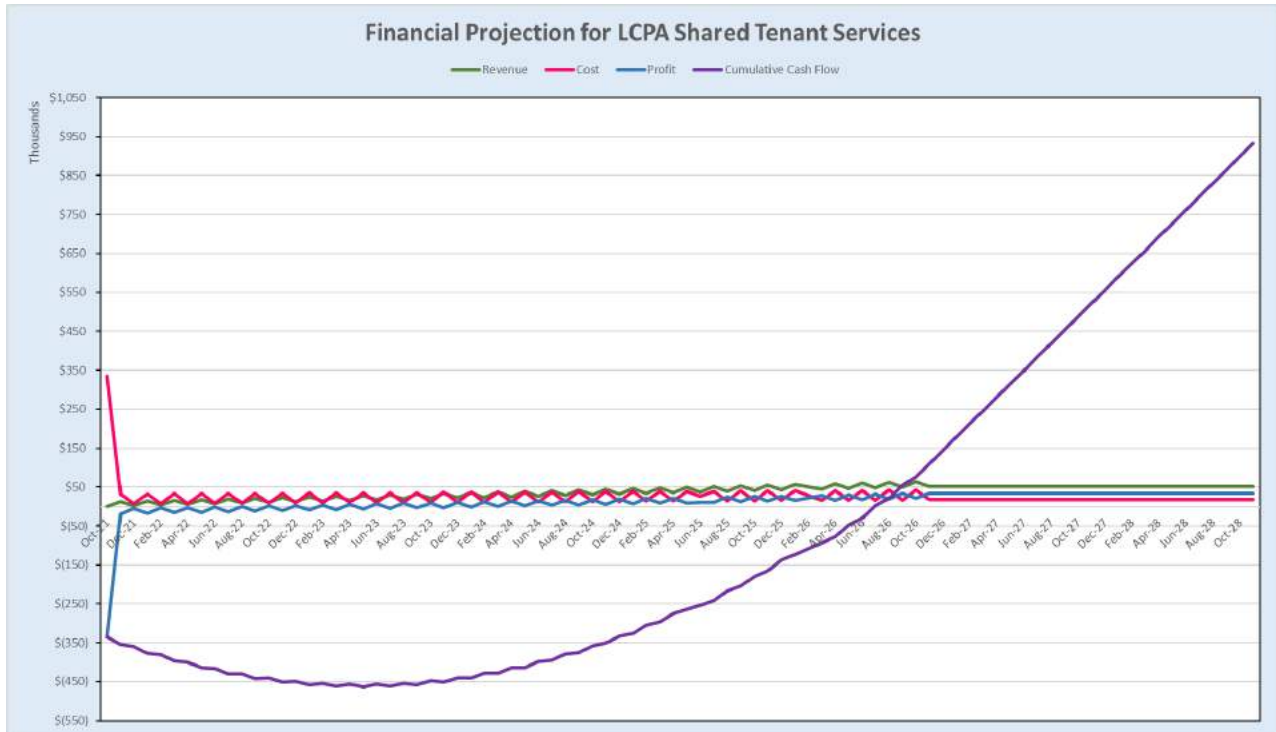


Figure 1 - Financial Projection

The sawtooth part of the graph is due to the 60 month rollout of 30 tenant customers. This comes out to one customer every other month which creates the one month up and one month down pattern. After the five-year ramp up, the graph shows the operational profitability of the service.

8. Legal Basis for Offering STS

Federally, there are no significant laws pertaining to the offering of STS by governmental entities such as the LCPA. There are both state and federal rules that tenants should not be forced to use the STS offering. LCPA should always ensure that tenants can choose other service providers.

At the state level, however, Florida has enacted F.S. 350.81

A preliminary summary of findings from a review of this statute indicates:

1. The provision of communication services within the boundaries of its Airport Layout Plan to tenants who are integral and essential to the safe and secure transportation of passengers and freight through the airport facility is exempt from some of the STS regulations. These eligible tenants include airlines and emergency service entities.
2. The provision of communication services to other tenants is subject to additional regulations and requires:

Notice to the Department of Revenue.

Notice in local newspapers.

Two public hearings.

3. The provision of communication services may be subject to a number of surcharges, taxes, and fees, including those that may be applicable to local exchange carriers.

9. Conclusions

The summary conclusion is that LCPA has a sustainable STS market at RSW and FMY.

Implementation of the fax service is not advised for the following reasons:

1. It does not generate enough revenue to pay for the RTS costs.
2. Fax is a declining business.
3. Fax service is best when integrated with Active Directory, which is not an option for the tenants.

The telephone, data (LAN, ISP, Wi-Fi), and video services look to be profitable and beneficial to the tenants.

10. Appendices

1. Draft Service Descriptions
2. Draft Order Sheet
3. Cable Infrastructure Diagrams

10.1 Draft Service Description

Service Agreement Supplement LCPA Shared Tenant Telecommunications Services

Version 1 July 22nd, 2021

Description of Services

Each of the specific offered services is described below. The “Service Description” is the core functionality of the service. The “Connection Point” describes the demarcation point where the Service is handed off to the Lessee.


Telephony Services

Service Name	Basic Phone with Voice Mail
Service Description	<p>This service provides a basic voice dialing capability that includes a telephone with four (4) line appearance and an LCD display. The service includes one voicemail box, the cabling within the airport, access to the telephone company and an allocation of minutes of local and domestic long-distance calling. The system is maintained by the LCPA. The phone will have the following capabilities:</p> <ul style="list-style-type: none"> ● Voicemail ● Hold ● Transfer ● Conference ● Mute ● Display of call Dialing number (Caller ID) and name ● Find-me Follow-me capability
Connection Point	<p>The service demarcation point is the telephone provided. The tenant may not use the Ethernet port in the phone or connect any other devices without special permission of the LCPA.</p>



Figure 2 - Cisco 7841 Phone

Addressing	The station will have one direct-inward-dial phone number assigned by the LCPA which can be reached from the public telephone network.
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Service Name	Executive Phone with Voice Mail
<p data-bbox="196 556 448 590">Service Description</p> 	<p data-bbox="602 556 1435 842">This service provides a basic voice dialing capability that includes a telephone with up to five (5) line appearance and an enhanced color LCD display. The service includes one voicemail box, the cabling within the airport, access to the telephone company and an allocation of minutes of local and domestic long-distance calling. The system is maintained by the LCPA. The phone will have the following capabilities:</p> <ul data-bbox="656 873 1300 1245" style="list-style-type: none"> ● Voicemail ● Hold ● Transfer ● Conference ● Speaker ● Mute ● Display of calling number (Caller ID) and name ● Display of dialed number
<p data-bbox="196 1274 440 1308">Connection Point</p>	<p data-bbox="602 1274 1409 1394">The service demarcation point is the telephone provided. The tenant may not use the Ethernet port in the phone or connect any other devices without special permission of the LCPA.</p>
<p data-bbox="196 1438 358 1472">Addressing</p>	<p data-bbox="602 1438 1422 1640">The station will have one direct-inward-dial phone number assigned by the LCPA which can be reached from the public telephone network. The second through 4th lines will be either an internal rollover line or a redundant appearance of a line on another phone.</p>

Service Name	Analog Port
Service Description	<p>This service provides an analog station port (FXS) on the PBX for connecting customer-supplied analog devices such as fax machines, modems, credit-card machines or analog phones (e.g. 2500 set). It uses uncompressed encoding (G729) so as not to disrupt data transmission protocols. The service includes the cabling within the airport, access to the telephone company and an allocation of minutes of local and domestic long-distance calling. The system, excluding any station equipment, is maintained by the LCPA.</p>
Connection Point	<p>The service demarcation point is the RJ11 jack in the tenant space.</p>
Addressing	<p>The station will have one direct-inward-dial phone number assigned by the LCPA which can be reached from the public telephone network.</p>

Note that for Lessees subscribing to some or all of these services at Atlantic City International Airport (ACY), a limited number of locations off-airport may be serviced as well. These may be useful for remote retail point-of-sale, remote offices, and/or extensions of the airport system in the homes of airport or tenant staff. For these locations, the following modifications to the service description will apply:

1. The service is delivered via the internet and may experience disruption due to internet traffic and other reasons beyond the control of the LCPA.
2. The Lessee agrees to maintain a router and LAN environment at the remote location which utilizes Quality of Service markings and prioritizes voice traffic.
3. The Lessee understands that the service is based at the airport and that it may be necessary to return equipment to the airport for replacement.
4. The phone number of the remote location may have the same area code and exchange as the airport and that local and long-distance dialing would originate at the airport. The remote site would have four-digit toll-free dialing to/from the airport.
5. The number of remote locations cannot exceed the number of locations at ACY.

The Lessee agrees to let the LCPA act as its agent for the sole purpose of moving the lines listed on the order form to the LCPA local exchange access services. The LCPA agrees to release these numbers back to the Lessee when the service agreement is terminated.

Tenant initiated moves, adds, and changes will be subject to the installation fee.


Service Name	Auto-Attendant
Service Description	<p>This is a software feature that includes one pilot Direct-inward-dial number and an auto-attendant software feature that will greet the caller and present choices such as:</p> <ul style="list-style-type: none"> ● Menu of selections defined and recorded by the Lessee ● Information greetings recorded by the Lessee ● Dial-by-name amongst all of Lessee’s ports on the system ● Staff listing.
Connection Point	<p>The service is a virtual service in the LCPA phone system and does not have a physical connection</p>
Addressing	<p>The station will have one direct-inward-dial phone number assigned by the LCPA which can be reached from the public telephone network. The S can arrange to transfer the tenant’s existing pilot number to the auto-attendant service.</p>


Service Name	Virtual Fax Service
Service Description	<p>This service provides a virtual fax machine service. The Lessee can specify any number of email addresses for each virtual fax service and incoming faxes will be delivered as email attachments to those email addresses. Outgoing faxes can be printed to a virtual printer. There is no charge for minutes used by the fax server to send or receive faxes. The system, excluding any station equipment, is maintained by the LCPA.</p>
Connection Point	<p>There is no physical demarcation point for inbound faxes which will be delivered as attachments to emails.</p>
Addressing	<p>The virtual fax machine will have one direct-inward-dial phone number assigned by the LCPA which can be reached from the public telephone network. This number will be for the exclusive use as the tenant’s fax number. The LCPA can arrange to transfer the tenant’s existing fax number to the E-fax service.</p>


Data Services


Service Name	Managed LAN Port
Service Description	<p>This service provides a 1 Gbps Managed Ethernet port in a virtual LAN (VLAN) exclusive to the tenant allowing the tenant to build a virtual network throughout the airport. This can be used for connecting workstations, POS terminals, cameras, etc. as though on a private network owned by the tenant. The port can be PoE if available and if the device load is within the power capacity of the switch. All PoE switches are on protected emergency power. Managed ports do not have direct access to the internet; the tenant would have to furnish a router and subscribe to internet service.</p>
Connection Point	<p>Boundary is the Ethernet port on the LCPA Shared Tenant Service network switch.</p>
Addressing	<p>LCPA will assign ports and VLANs</p>




Service Name	Internet Access
Service Description	This service provides access to the internet at one of the following speeds:
	<ul style="list-style-type: none"> 1 Mbps 5 Mbps 10 Mbps 25 Mbps 50 Mbps 100 Mbps 200 Mbps 500 Mbps 1000 Mbps (1 Gbps).
	<p>The service does not include router, firewall or internet security appliances. LCPA will limit internet access to the subscribed speed but may, at its own discretion, allow bursting beyond the limit when spare bandwidth is available and can be fairly distributed to all subscribers.</p>
Connection Point	Boundary is the Ethernet port on the LCPA Shared Tenant Service network switch.
Addressing	LCPA will assign ports.


Service Name	Wi-Fi SSID
Service Description	<p>This service provides a private, unadvertised SSID (Service Set Identifier) within the LCPA Wi-Fi network for the private use of the tenant. It is essentially the wireless version of a private VLAN. The tenant can connect multiple Wi-Fi devices to this SSID and operate throughout the airport including ticket lobby, hold rooms, ramps, baggage claim and curbside. The data will be delivered via a Managed LAN Port (See above).</p>
	Boundary is the LCPA wireless access point.
Connection Point	
Addressing	LCPA will assign SSID name.


Service Name	Wi-Fi Device
Service Description	<p>This service allows a tenant's Wi-Fi device to access the LCPA Wi-Fi Network. Typically, this would be used in conjunction with the above Wi-Fi SSID service to create a private wireless network for the tenant. Devices that might be used on the Wi-Fi network could include tablets, laptops, smart-phones, and bar-code and/or RFID scanners.</p>
	Boundary is the LCPA wireless access point.
Connection Point	
Addressing	LCPA will allow the MAC address on the network.

Service Name	Static IP Address with Router/Firewall
Service Description	<p>This service provides one public static IP address for the tenant's use. It includes a basic firewall and router. This can be used in conjunction with Managed LAN Ports, internet access, SSID and a number of Wi-Fi Devices (See above) to create a virtual private wired and wireless network with internet access for the tenant. This service must be ordered in conjunction with the internet access service.</p>
	Boundary is public and private side of the router/firewall.
Connection Point	
Addressing	LCPA will assign the Static IP address.


Video

Service Name	Shared Video
<p>Service Description</p> 	<p>This service provides a shared feed from one of several LCPA operated camera. Camera views are set by LCPA and may be changed with 30 day notice to the tenants. A list of camera views is available from the LCPA IT Help Desk. The service is delivered via the internet. LCPA reserves the right to temporarily interrupt broadcast of one or all views to maintain airport security or for any other reason at the sole discretion of the LCPA. Interruptions greater than 24 hours will incur a pro-rated credit.</p>
<p>Connection Point</p>	<p>The service has an https connection to the LCPA video service. The camera feed can be viewed using a currently supported web browser on a Windows 7, 8.1 or 10 computer.</p>
<p>Addressing</p>	<p>LCPA will assign groups and specific camera feed names.</p>

Service Name	Dedicated Video
<p>Service Description</p> 	<p>This service provides a dedicated feed from an LCPA operated camera. The camera placement and view must be mutually agreed by the LCPA. A list of camera views is available from the LCPA IT Help Desk. The service is delivered via the internet. LCPA reserves the right to temporarily interrupt broadcast of one or all views to maintain airport security or for any other reason at the sole discretion of the LCPA. Interruptions greater than 24 hours will incur a pro-rated credit.</p>
<p>Connection Point</p>	<p>The service has an https connection to the LCPA video service. The camera feed can be viewed using a currently supported web browser on a Windows 7, 8.1 or 10 computer.</p>
<p>Addressing</p>	<p>LCPA will assign groups and specific camera feed names.</p>


Service Name	IP Television
Service Description	<p>This service provides an ethernet based commercial television content delivery. THIS SERVICE IS STILL UNDER DEVELOPMENT. Content available will be determined at a later date.</p>
	
Connection Point	<p>The service has an https connection to the LCPA video service. The camera feed can be viewed using a currently supported web browser on a Windows 7, 8.1 or 10 computer.</p>
Addressing	<p>LCPA will assign groups and specific IPTV feeds.</p>


Multi-User Flight Information Display (MUFIDS)

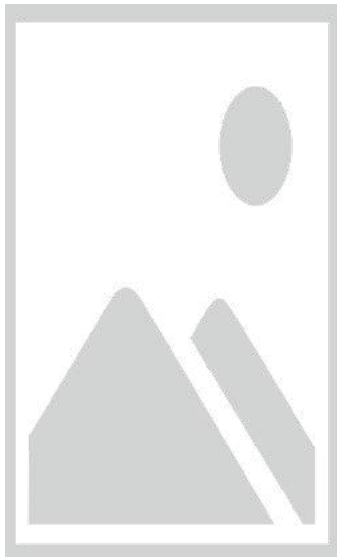
Service Name	MUFIDS
Service Description	<p>This service provides MUFIDS displays to the tenant's leasehold space. Additionally, MUFIDS terminals will be available and provided to the tenant's leasehold. Service includes the first monitor which includes network feed, power, video controller and one FIDS monitor. Extra monitors are available for an additional fee. LCPA shall furnish Cat 6 cabling to locations of displays & terminals. Content is the responsibility of participating air carriers and not LCPA.</p>
	
Connection Point	<p>The service demarcation point will be located at said location of MUFIDS Display and location of MUFIDS terminals.</p>
Addressing	<p>FIDS monitor labeling and documentation shall be done by LCPA.</p>

Service Name	MUFIDS Terminal
Service Description	<p>This service provides a MUFIDS workstation in the tenant's leasehold provided by the LCPA. This is used to update flight information in the shared MUFIDS system. The</p>
Connection Point	<p>The service demarcation point is the MUFIDS terminal.</p>
Addressing	<p>Terminal labeling and documentation shall be done by LCPA.</p>

Infrastructure

Service Name	Fiber-Optic Cable
<p data-bbox="199 394 451 426">Service Description</p> 	<p data-bbox="605 394 1433 636">This service provides a continuous pair of multi-mode or single-mode fiber optic strands of an existing fiber-optic cable terminated with LC connectors in fiber-optic patch panels. Cable shall meet LCPA fiber-optic standards (reference SECTION 27 13 23.00 40 - COMMUNICATIONS OPTICAL BACKBONE CABLING 2018-02-01 02_48_58).</p> <p data-bbox="605 667 1401 783">The service is limited to two points within the RSW terminal. Other locations may be served on an individual case basis for an adjusted price at LCPA discretion.</p>
<p data-bbox="199 835 427 867">Connection Point</p>	<p data-bbox="605 835 1409 993">The service demarcation point is a Fiber-optic patch panel at each end. If the terminal end is in a LCPA space (example IDFs or room 10110) LCPA shall furnish the patch panel, otherwise, tenant shall furnish patch panel.</p>
<p data-bbox="199 1035 345 1066">Addressing</p>	<p data-bbox="605 1035 1352 1066">Cable labeling and documentation shall be done by LCPA..</p>

Service Name	Copper Cable
<p data-bbox="198 310 451 346">Service Description</p> 	<p data-bbox="604 310 1425 514">This service provides a continuous Copper Cat 6 Cable terminated with RJ 45 connectors in Cat 6 patch panels. Cable shall meet LCPA Structured Cabling Standards. Cable shall meet LCPA copper standards (reference SECTION 27 13 13 - COMMUNICATIONS COPPER BACKBONE CABLING)</p> <p data-bbox="604 541 1396 661">The service is limited to two points within the RSW terminal. Other locations may be served on an individual case basis for an adjusted price at LCPA discretion.</p>
<p data-bbox="198 751 425 787">Connection Point</p>	<p data-bbox="604 751 1416 913">The service demarcation point is a Cat 6 patch panel at each end. If the termination end is in a LCPA space (example IDFs or room 10110) LCPA shall furnish the patch panel, otherwise, tenant shall furnish patch panel.</p>
<p data-bbox="198 955 344 991">Addressing</p>	<p data-bbox="604 955 1347 991">Cable labeling and documentation shall be done by LCPA.</p>

Service Name	In-Suite Point of Presence (IS-POP)
<p>Service Description</p> 	<p>This service provides an LCPA network presence in the leasehold space. It is securely mounted in the wall separating the tenant lease space from the airport common areas. The 42" structured media enclosure encloses</p> <ul style="list-style-type: none"> ● 12 Port Cat-6A Patch Panel ● 10 port PoE+ Fanless Layer 3 Managed Switch ● 550VA UPS (120W max, 40-60 minute runtime @ 75W) ● 2x 5-pack of 1' Cat-6 patch cords \$20. <p>The network switch is connected to and operated as part of the LCPA network. Power to the UPS is emergency generator power for the enclosure contents and PoE devices.</p> <p>The ISPOP reduces cabling costs to LCPA IDFs and enables the tenant to make moves, adds, and changes more easily.</p>
<p>Connection Point</p>	<p>The service demarcation point is the Cat-6 Patch panel in the enclosure where the tenant may connect horizontal cable within the lease space.</p>
<p>Addressing</p>	<p>Cable labeling and documentation shall be done by LCPA.</p>

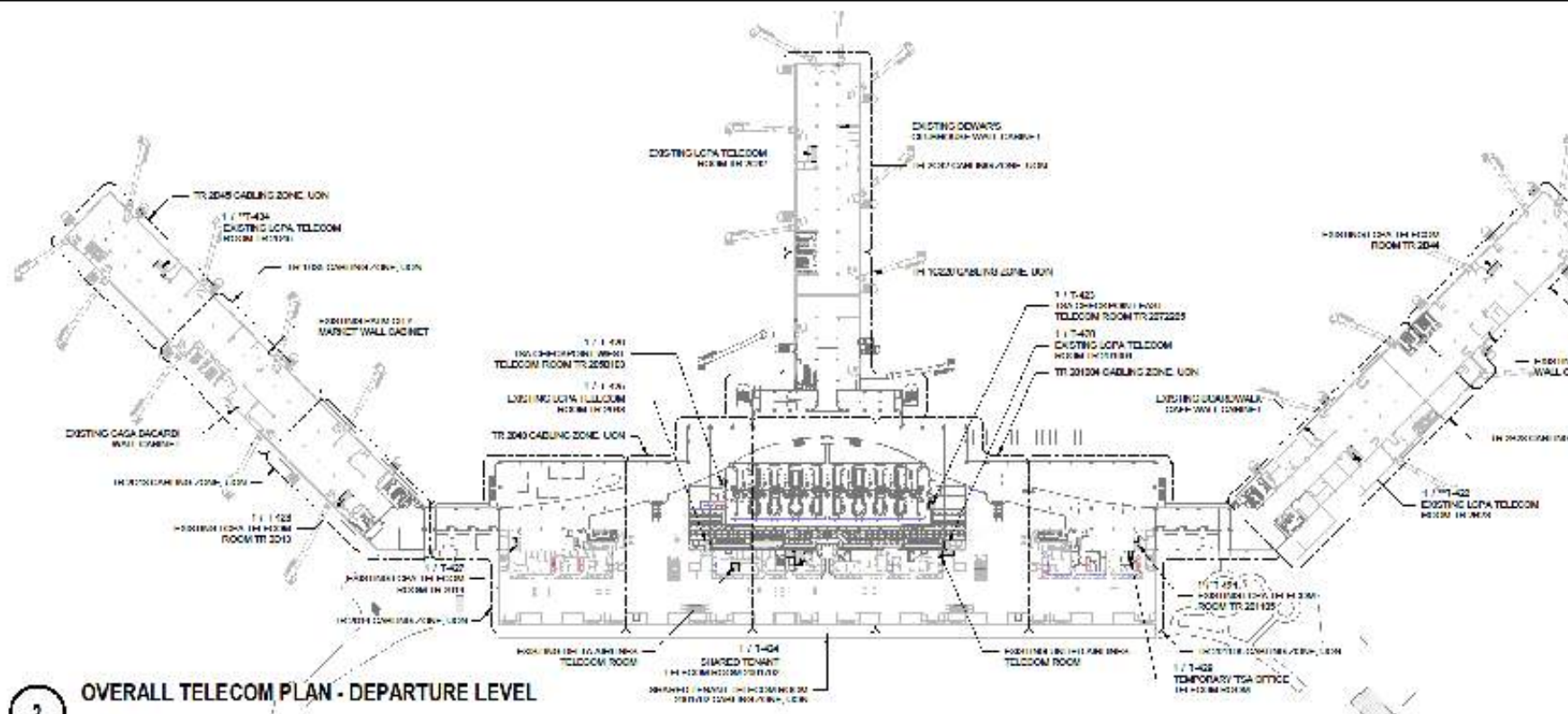
Service Name	Rack Space
Service Description	<p>This service provides a Rack Space within an LCPA 19" rack for mounting of tenant equipment i.e. Switches. The service consists of one 1.75" rack unit (RU) within an LCPA equipment rack. The service includes power. The rack is in an LCPA secured location and requires an LCPA staff member to provide entry and escort while tenant personnel are in the room. Air is typically building air with fan circulation. Fire suppression is not typically provided. Cabling is typically overhead tray. Protected power (Emergency generator power with UPS carry-over) is available for an additional fee.</p>
Connection Point	<p>The tenant equipment must be secured to the rack using the standard 19" rails. Connection to power is Edison male plug to the LCPA provided power strip in the cabinet.</p>
Addressing	<p>Rach labeling and documentation shall be done by LCPA.</p>



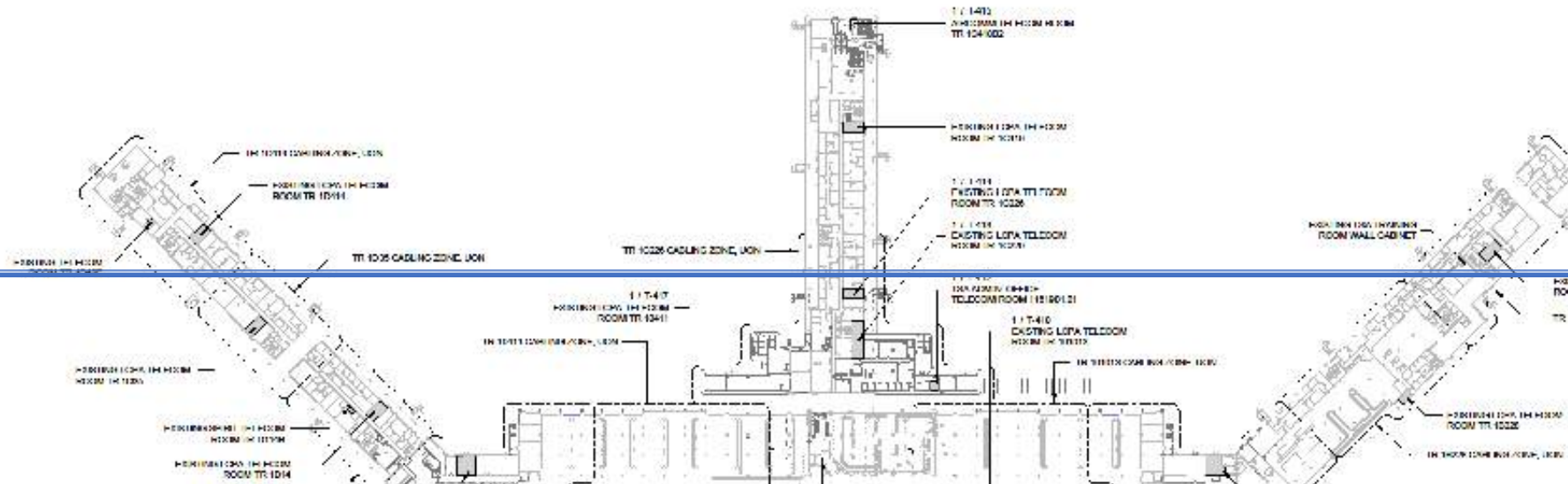
10.3 Cable Infrastructure Diagrams



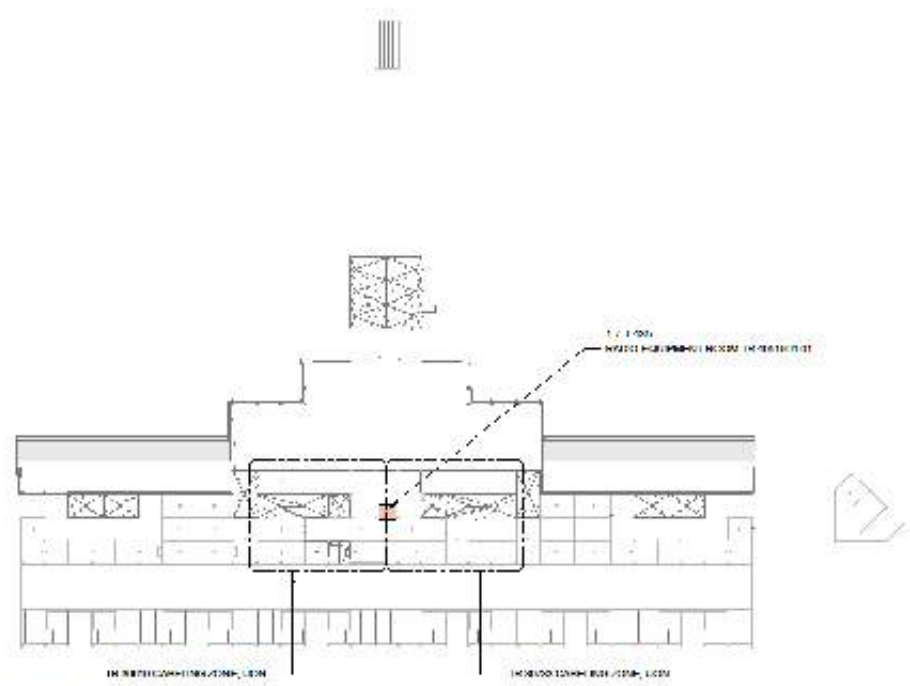
0 1 2 3 4 5
Feet



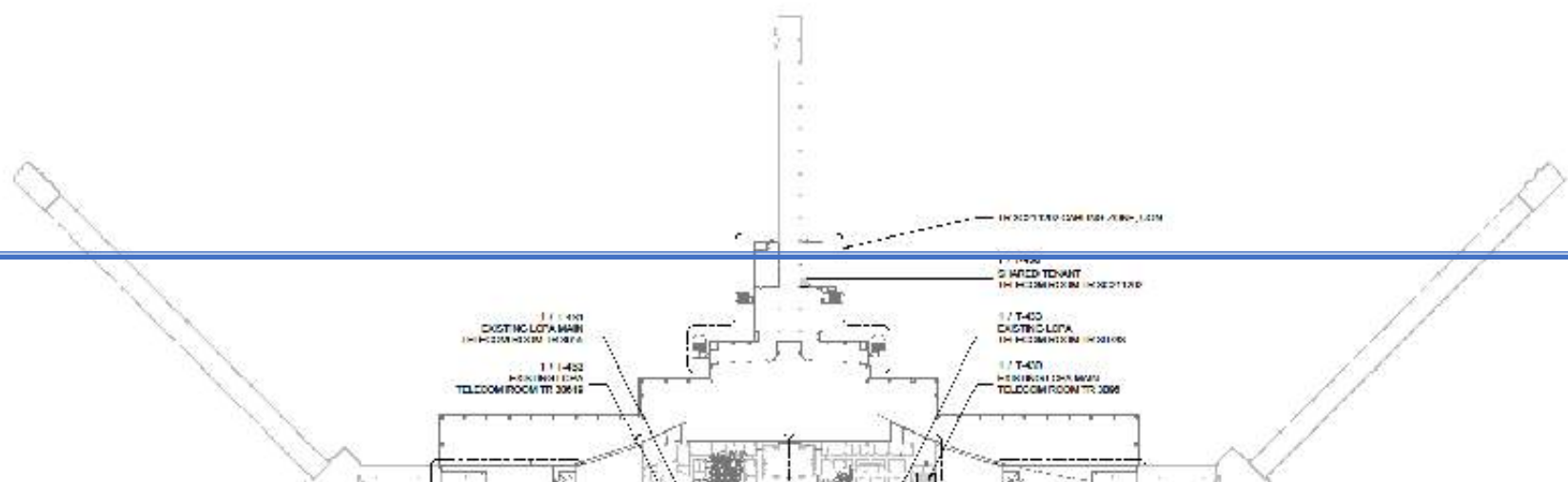
2 OVERALL TELECOM PLAN - DEPARTURE LEVEL
1" = 100'-0"



0 1 2 3 4 5
Feet



2 OVERALL TELECOM FLOOR PLAN - FOURTH LEVEL
1" = 100'-0"



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a Professional Services Agreement with Ailevon Pacific Aviation Consulting, LLC for Air Service Consultant Services for Southwest Florida International Airport.</p> <p>2. FUNDING SOURCE: General Airport Operating Revenue Fund - WC5121841200.503190, Air Service Development</p> <p>3. TERM: Three (3) years with optional two (2) one-year extensions</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves an agreement to provide air service consulting services</p>	<p>5. CATEGORY: 12. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Victoria Moreland</u></p> <p>DIV. <u>Communications & Marketing</u></p>
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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 RFP 21-14. Request for Proposals (RFP) 21-14TLB for Air Service Development Consultant for the Lee County Port Authority.

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 publicly 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.

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

To assist the ASMC in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responses to the RFP. At the conclusion of the Staff Evaluation Committee meeting, staff agreed to recommend the following order of preference for the responding firms:

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

At the May 18, 2021, meeting, ASMC concurred with the Staff Evaluation Committee's recommendation and selected Ailevon Pacific Aviation Consulting, LLC as the most qualified firm.

At the June 24, 2021, Joint Board of Port Commissioners meeting, the Board concurred with ASMC's selection and authorized staff to negotiate a contract with Ailevon Pacific Aviation Consulting, LLC. Accordingly, staff has successfully negotiated an agreement with Ailevon Pacific Aviation Consulting, LLC.

Attachments:

Lee County Port Authority Ailevon Pacific Aviation Consulting, LLC Agreement

Contract Number _____
Vendor Number 469526

LEE COUNTY PORT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
AIR SERVICE DEVELOPMENT CONSULTANT FOR
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 (the "Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and AILEVON PACIFIC AVIATION CONSULTING, LLC, a Texas limited liability company, authorized to do business in the State of Florida (the "Provider") and having a business address of 1100 Peachtree Street NE, Suite 250, Atlanta, GA 30309, FEIN 90-0708623.

WITNESSETH

WHEREAS, the Authority desires to obtain from Provider the performance of Air Service Development Consultant Services (the "Services") for Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider has reviewed the services required under this Agreement and has submitted a proposal 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, the Provider has been selected to provide the services described below as the result Request for Proposals (RFP) 21-14TLB, a formal competitive selection process issued by 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 contained herein and the mutual consideration described below, the parties agree as follows:

1.0 DEFINITIONS

ADDITIONAL SERVICES means any additional services that the Authority may request from Provider and authorize, in writing, which are not included in the Scope of Services.

NOTICE TO PROCEED means the written directive from the Authority approving the Provider to perform the services detailed in the Task Authorization.

POINT OF CONTACT means the designated authorized representative of the Provider having the authority to make binding decisions on behalf of the Provider.

TASK AUTHORIZATION means a written detailed description of the specific tasks or services to be performed or provided, including a schedule for performance of the work and the amount of compensation to be made.

2.0 SCOPE OF SERVICES

Provider hereby agrees to perform air services development and related marketing consulting services as specified in Exhibit A - Scope of Services, attached and made a part of this Agreement. Services will be provided as assigned by Authority and include serving as the Authority's professional air service development consultant for various tasks and providing the customary services associated therewith.

3.0 REQUEST FOR PROPOSALS AND PROVIDER'S PROPOSAL – INCORPORATION BY REFERENCE

The terms of the Request for Proposals (RFP), and Provider's proposal received in response to that RFP, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Proposals and this Agreement, or the Provider's Proposal 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 proposal and that those representations and this information has resulted in the selection of Provider to perform Services under this Agreement.

4.0 TERM OF AGREEMENT

4.1 The initial term of this Agreement begins on the first date written above and will continue for a term of three (3) years from that date (Expiration Date), or the date Provider completes, and Authority accepts, any work assigned by a Task Authorization issued before the Expiration Date, whichever occurs last.

4.2 If a Task Authorization is issued that will require Services to continue beyond the Expiration Date, neither Agreement nor Task Authorization may extend the term of this Agreement for more than six months from the Expiration Date.

4.3 The Authority will have the option to renew the initial term of this Agreement upon mutual consent of Provider for up to two (2) additional one (1) year terms from the Expiration Date of the initial term. Any renewal term will be agreed to in writing and executed by both parties.

5.0 PROVIDER'S RESPONSIBILITIES

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

5.2 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 Services to be provided under this Agreement.

5.3 Services performed under this Agreement must be performed by Provider's own staff, unless agreed in advance by the Authority.

5.4 Provider agrees to designate Mark Raker, Director ("Client Manager"), a qualified professional, to serve as the Point of Contact for this Agreement, who possesses full authority to bind and obligate the Provider on all matters arising out of or relating to this Agreement. The Point of Contact will be specifically authorized and responsible to act on behalf of Provider with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. No change to the Point of Contact, or to the location or duties assigned to the Point of Contact, may be made without prior approval by the Authority.

5.5 Provider agrees to promptly remove and replace the Point of Contact, or any other personnel employed or retained by Provider, engaged by Provider to provide Services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

5.6 Provider agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services furnished by Provider. The Provider will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services resulting from the negligent act, errors or omissions or intentional misconduct of Provider.

5.7 Review, approval, or acceptance by Authority of any data, studies, reports, memoranda, and incidental services furnished by Provider will not in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services and the quality of Provider's Services. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Provider's Services will 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.

5.8 Should the Authority request Provider to provide and perform Services under this Agreement which are not set forth in Exhibit A, the Provider agrees to provide such Additional Services as may be agreed to in writing by both parties to this Agreement. Such Additional Services will constitute a continuation of the services covered under this Agreement and will be provided and performed in accordance with the covenants, terms and provisions set forth in this Agreement. Additional Services will be administered and executed as an Amendment to this Agreement.

6.0 COMMENCING AND CONTINUING SERVICES

6.1 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.

6.2 During the term of the Agreement, Authority will assign specific tasks identified as a Task Authorization issued to the Provider. Provider will commence performance of services upon the execution of this Agreement and on receipt of the Authority's written Task Authorization for all or any Services required as set forth by the Authority.

6.3 Each Task Authorization will include a lump sum or not to exceed compensation amount, a description of the tasks to be performed and a schedule for delivery of the services set forth in the Task Authorization.

6.4 Time is of the essence for all Services provided under this Agreement. Authority may suffer damage if Provider does not complete Services in a timely manner. Provider therefore agrees to employ or retain adequate personnel throughout the term of this Agreement to complete all services in a timely and diligent manner.

6.5 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Provider's Services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve Provider of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Provider's sole remedy against Authority will be the right to seek an extension of time to its schedule.

7.0 COMPENSATION AND METHOD OF PAYMENT

7.1 The Authority will pay Provider for all requested and authorized Services completed in accordance with the terms of this Agreement based on the compensation schedule set forth in Exhibit B – Compensation Schedule, attached hereto and made a part of this Agreement.

7.2 The Authority will assign specific tasks by written Work Order based upon

a written cost estimate provided by the Provider. Each Work Order will provide a not to exceed or lump sum amount of compensation for the services requested. The Authority will pay the Provider for all completed services performed pursuant to each authorized Work Order in accordance with Exhibit B – Compensation Schedule and as set forth below.

7.3 METHOD OF PAYMENT

- (a) LUMP SUM FEES AND COSTS - Upon Authority's acceptance of Providers' work, Authority will pay Provider a lump sum fee.

Lump sum fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultants, out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services to be performed by the Provider as required and/or necessary to complete each and every task set forth in the Task Authorization.

- (b) NOT TO EXCEED FEE(S) – When all, or any portion of the Provider's compensation for performing the services set forth in the Task Authorization is to be made on a Not to Exceed basis, it is mutually understood and agreed that such compensation completed Services will be made on the following basis:

1. For the actual hours necessary, required and expended by the Provider's personnel, multiplied by the applicable hourly rates as set forth in Exhibit B – Compensation Schedule, and;
2. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable basis of charges for each items as set forth in Exhibit B – Compensation Schedule, and;
3. With the understanding and agreement that the Authority will pay the Provider for all such costs and expenses within the established Not to Exceed amount for the itemized work contained in the Task Authorization subject to the Provider providing an itemized and detailed invoice with appropriate supporting documentation attached to show evidence satisfactory to the Authority covering all such costs and expenses, and;
4. With the understanding and agreement that the Provider's invoices and all payments to be made for all Not to Exceed amounts are subject to the review, acceptance and approval of the Authority, and;

5. With the understanding and agreement that when the Provider's compensation is established on a Not to Exceed basis for a specific Task Authorization, the total amount of compensation to be paid to the Provider to cover all personnel costs, non-personnel reimbursable expenses and costs, and sub-consultant costs for any Task Authorization must not exceed the amount of the total Not To Exceed compensation established and agreed to for the services identified in the Task Authorization.
- (c) NON-PERSONNEL/REIMBURSABLE EXPENSES – Authority will further compensate Provider for all non-personnel reimbursable expenses and costs in accord with Exhibit B – Compensation Schedule.
 - (d) PAYMENT SCHEDULE - The Authority will issue payment to the Provider within forty-five (45) calendar days after acceptance of 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. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority will notify the Provider of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, the Authority will withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

8.0 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 the 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.

9.0 FAILURE TO PERFORM

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

10.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's Services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of Services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

11.0 AUTHORITY'S REPRESENTATIVE

The Authority's representative will be the Air Service Development Director, who will administer this Agreement for Authority and will have the authority to initiate and approve Task Authorization's under this Agreement.

11.1 Authority's representative will have the authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Provider's Services under this Agreement. The Authority's representative is not authorized to, and will not, issue any verbal orders or instructions to Provider that would have the effect, or be interpreted to have the effect, of modifying or changing in any way the: (1) scope of services provided and performed by Provider hereunder; (2) the time Provider is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Provider.

11.2. The Authority's representative will provide all criteria and information requested by Provider as to Authority's requirements for any Task Authorization, including objectives and constraints, performance requirements, flexibility, and budgetary limitations. Further, on request from Provider, the Authority's representative will make available to Provider all available information in Authority's possession pertinent to any Task Authorization, including existing reports and any other data concerning the Services.

11.3. Authority's representative will notify Provider of any defects or deficiencies in the performance of Services rendered by Provider.

12.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS

Provider specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and must:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

- 2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE 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).

13.0 INSURANCE

During the term of this Agreement, Provider must provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Within five (5) calendar days from the date of execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below.

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

No work will commence, or any services be provided, under this Agreement unless and until the required certificates of insurance are received and approved by Authority.

13.1. INSURANCE REQUIRED (Types and Limits)

Commercial General Liability. Provider must provide the following types of insurance with minimum limits as indicated:

\$1,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Each Occurrence
\$50,000	Fire Damage
\$5,000	Medical Expenses

Such insurance must be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. An excess liability policy or umbrella policy can be used to satisfy the above limits.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) is required. Provider must provide the following types of insurance with minimum limits as indicated:

Automobile Liability	\$1,000,000	Combined Single Limit
----------------------	-------------	-----------------------

Such insurance must be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements. An excess liability or umbrella policy can be used to satisfy the above limits.

Workers' Compensation insurance as required by the State of Florida, and Employers' Liability insurance with minimum limits as indicated:

Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Each Employee/Disease

This insurance must cover Provider (and, to the extent they are not otherwise insured, its sub-contractors) for those sources of liability which would be covered by the latest edition of the standard workers' compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements).

Professional Liability. Coverage in the amount of \$1,000,000 per Claim and Aggregate.

Any entity hired to perform professional services as a part of this Agreement must maintain professional liability coverage on an Occurrence Form or a Claims Made Form

with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

13.2. Additional Insured. The Authority must be named as an additional insured on all policies except for workers' compensation and professional liability. The policies 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."

13.3 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 Provider from potential insurer insolvency.

13.4 Waiver of Subrogation. Insurance will be primary and noncontributory and will include a Waiver of Subrogation by both the Provider 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.

13.5 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 Provider 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 appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida. Provider must ensure the certificate of insurance with Lee County Port Authority as certificate holder is delivered 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.

13.6 Policy on Request. If requested in writing by the Authority, the Provider will supply to the Authority a certified copy of all applicable insurance policies required by this Agreement.

13.7 Change in coverage. Provider 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 Provider fails to provide the requisite notice, the Authority may terminate any Agreement(s) with the Provider.

13.8 Sub-contractor's requirement. Provider must ensure that its agents, representatives and sub-contractors comply with the insurance requirements set forth

herein.

13.9 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.

14.0 ASSIGNMENT, TRANSFER AND SUB-CONTRACTS

The Provider must not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider will have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as sub-consultants to Provider for the Provider's performance of Services under this Agreement.

15.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor will anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

16.0 F.A.A. NON-DISCRIMINATION CLAUSE

The Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it will not discriminate based on race, color, national origin or sex in the performance of this Agreement. The Provider must carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider to carry out these requirements is a material breach, which may result in the termination of this Agreement or such other remedy, as the Port Authority deems appropriate.

17.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Per section 287.133(3) (a), Florida Statutes, the Authority hereby notifies Provider of the provisions of section 287.133(2) (a), which prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction of a public entity crime from:

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

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

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

18.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

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

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

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

19.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the Services provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents 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 must be conducted only during normal business hours of the Provider.

20.0 NO THIRD PARTY BENEFICIARIES

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

21.0 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 Lee County Circuit Court in Lee County, Florida. The prevailing party in any such suit or action, including any appellate proceedings, will be entitled to recover its reasonable attorneys' fees and costs.

22.0 PROHIBITED INTERESTS

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

23.0 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 must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Authority requires that the language of this section be included in this Agreement and any Agreement for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients must certify and disclose accordingly.

24.0 COVENANTS AGAINST DISCRIMINATION

24.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 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. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this

Agreement. In this regard, Provider 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.

24.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each sub-consultant 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 sub-consultant within thirty (30) days after the sub-consultant'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-consultant.

24.3 INCORPORATION OF PROVISIONS. Provider must include the provisions of this entire article in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. Provider must take such action with respect to any sub-contract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

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

Provider agrees to use the Program to confirm the employment eligibility of:

- 25.1. All persons employed by Provider during the term of this Agreement.
- 25.2. All persons, including Providers and sub-consultants, assigned by the Provider to perform work or provide services or supplies under the Agreement.

Provider further agrees that it will require each Provider or sub-consultants 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 Provider or sub-consultants during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its Providers and sub-consultants 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.

26.0 HEADINGS

The headings of the articles, sections, exhibits, and attachments as contained in this Agreement are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits and attachments.

27.0 ENTIRE AGREEMENT

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

28.0 NOTICES AND ADDRESS

28.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other must be in writing and 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
Attn: Victoria B. Moreland, Chief Communications & Marketing Officer

AILEVON PACIFIC AVIATION CONSULTING, LLC
1100 Peachtree Street NE, Suite 250
Atlanta, GA 30309
Attn: Brad DiFiore, Managing Director

28.2 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.

29.0 TERMINATION OR SUSPENSION

29.1. Provider will be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization or (b) failure to properly and timely perform the Services as directed by Authority as provided for in any Task Authorization, or in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, completely or in part, by giving Provider seven (7) calendar days' written notice.

29.2. If, after notice of termination of this Agreement, it is determined for any reason that Provider was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Provider provided herein, then Provider's remedies against Authority will be the same as and limited to those afforded to Provider under paragraph 29.3, below.

29.3. Authority has the right to terminate this Agreement, in completely or in part, without cause upon thirty (30) calendar days' written notice to Provider. In the event of such termination for convenience, Provider's recovery against Authority will be limited to that portion of the fee earned through the date of termination. Provider will not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

29.4. Authority has the power to suspend all or any portions of the Services to be provided by Provider hereunder upon giving Provider two-(2) calendar day's prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Provider's sole and exclusive remedy will be an extension of time to its schedule.

30.0 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), Florida Statutes, 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.

31.0 WAIVER OF BREACH

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

the terms of this Agreement.

32.0 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 working solely for Provider, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. .

33.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

34.0 ACCEPTANCE

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT A

SCOPE OF SERVICES

Provider will be required to provide services that will include, but will not be limited to:

- 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 Joint Port Authority 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 facilities meetings concerning new and/or improved air service and cargo at the Southwest Florida International Airport.
- 8) Additional on-call services may be authorized by a written Supplemental 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.

EXHIBIT B

COMPENSATION SCHEDULE

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 Provider in performance of the work. Proposed hourly rates include compensation, fringe benefits, overhead and profit.

1) Principal-Managing Director	\$ <u>300</u>
2) President	\$ <u>N/A</u>
3) Executive Vice President	\$ <u>N/A</u>
4) Senior Director	\$ <u>275</u>
5) Director	\$ <u>275</u>
6) Senior Consultant	\$ <u>250</u>
7) Consultant	\$ <u>225</u>
8) Senior Analyst	\$ <u>175</u>
9) Analyst	\$ <u>N/A</u>
10) Project Manager	\$ <u>N/A</u>
11) Attorney	\$ <u>N/A</u>
12) Administration	\$ <u>N/A</u>

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:



Witness



Witness

SEAL

Ailevon Pacific Aviation Consulting, LLC



Authorized Signature for Provider

By: Brad DiFiora
Printed Name

Managing Director
Title

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a three-year collective bargaining agreement effective October 1, 2021 through September 30, 2024, between Lee County Port Authority and Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, District 22, I.A.F.F., Inc.
2. **FUNDING SOURCE:** NA
3. **TERM:** Three (3) years commencing October 1, 2021 through September 30, 2024.
4. **WHAT ACTION ACCOMPLISHES:** Approval of a three-year collective bargaining agreement between Lee County Port Authority and Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, District 22, I.A.F.F., Inc.

5. **CATEGORY:** 13.
Consent Agenda

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
 NAME Steven C. Hennigan
 DIV. Aviation

10. **BACKGROUND:**

In October 2020, Florida's Public Employee Relations Commission certified the Lee County Port Authority's Captains and Battalion Chiefs of the Aircraft Rescue & Fire Fighting Department for inclusion into the collective bargaining unit of the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, District 22, I.A.F.F., Inc.

On February 2, 2021, the Port Authority staff and representatives for Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, District 22, began negotiations to develop a new three-year agreement for the Captains and Battalion Chiefs who function as supervisors and managers (respectively) of the department's operational readiness and response. Over the span of five (5) negotiation sessions, both parties reached a tentative agreement on July 19, 2021, for a three-year contract consisting of forty-two (42) articles. The new contract will commence on October 1, 2021 and continue through to September 30, 2024.

Administrative and procedural guidelines pertaining to Officers were negotiated into the articles addressing salary adjustments to bring Captains and Battalion Chiefs to the new minimum/maximum salary range; FLSA overtime pay; terms for converting Paid Time Off (PTO) balances to vacation and sick leave hours; inclusion of Airport Master Firefighter certification to incentive pay; defining the terms for promotion and training, uniforms and equipment, and a number of additional articles were negotiated into the bargaining agreement.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Steven P. Hennigan</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
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

Article 17-Pay Plan provides for a 3.25% wage increase for all ARFF collective bargaining unit employees for fiscal year 2022 with salary adjustments effective on the first pay period in October 2021. In addition, the agreement allows for salary adjustments during fiscal years 2023 and 2024 that are proportional to the combined wage increases offered to non-bargaining LCPA employees, pending Board approval of the each year's proposed annual budget.

On August 7 and August 9, 2021, collective bargaining members of Local 1826, District 22 voted to ratify the new agreement as proposed by the Lee County Port Authority and the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F, Inc.

Procedurally the contract is now presented to the Board for final acceptance and execution.

Attachment:

2021-2024 Agreement LCPA and Local 1826, District 22, I.A.F.F., Inc.



**SOUTHWEST FLORIDA PROFESSIONAL FIREFIGHTERS & PARAMEDICS LOCAL
1826/I.A.F.F.,INC**

12651 McGregor Blvd • Suite 2-203 • Fort Myers,
Florida 33919 (239) 334-8222 • (239) 334-8240 • Fax: (239) 790-2715
E-mail: www.local1826.com

PRINCIPAL OFFICERS

J.P. DUNCAN
President

HENRY GARCIA
Vice President

MISSI MIDDLETON
Secretary/ Treasurer

ANGELA YOUNG
Field Representative

DISTRICTS

DISTRICTS 1 & 16
Fort Myers

DISTRICT 2
Lee Co. EMS

DISTRICTS 3 & 15
Fort Myers Beach

DISTRICT 4
North Fort Myers

DISTRICT 5
South Trail

DISTRICTS 6 & 19
Lehigh Acres

DISTRICT 7 & 25
Iona McGregor

DISTRICT 8
Tice

DISTRICT 9 & 21
San Carlos Park

DISTRICT 10 & 22
Lee Co. CFR

DISTRICT 11
Estero

DISTRICT 12
Bayshore

DISTRICT 13
Pine Island

DISTRICT 14
Collier Co. EMS

DISTRICT 17
Sanibel

DISTRICT 18 & 20
Fort Myers Shores

DISTRICT 23
Hendry Co. EMS

DISTRICT 24
Alva

August 9, 2021

Dear Chief Young,

The Southwest Florida Professional Fire Fighters and Paramedics, Local 1826, IAFF, Inc. is proud to announce that District 22, Lee County Port Authority Captains and Battalion Chiefs, have ratified their Collective Bargaining Agreement effective October 1, 2021 through September 30, 2024. Results are 5 in favor with 0 opposed.

Professionally,

Missi Middleton
Secretary/Treasurer
Southwest Florida Professional Firefighters
& Paramedics, Local 1826, IAFF, Inc.
(239) 334-8222

THE COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE LEE COUNTY PORT AUTHORITY

&

SOUTHWEST FLORIDA PROFESSIONAL FIRE FIGHTERS & PARAMEDICS

LOCAL 1826, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, INC.

DISTRICT 22

2021 - 2024

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Article 1. PREAMBLE

Section 1.01

In accordance with Chapter 447, Part II of the Florida Statutes, this agreement is entered into by and between Lee County Port Authority (hereinafter, the AUTHORITY) and the Southwest Florida Professional Fire Fighters and Paramedics, Local 1826, International Association of Fire Fighters, Inc. (hereinafter, the UNION).

Section 1.02

It is the intended purpose of this Agreement to achieve and maintain harmonious relations while giving a clear understanding of what has been agreed between the AUTHORITY and the UNION. It is contemplated that this Agreement will serve the public interest by maximizing the efficiency and productivity of employees while providing fair treatment and compensation and provide a procedure for the resolution of claims if either party has violated this agreement.

Article 2. RECOGNITION

Section 2.01

The AUTHORITY hereby recognizes the UNION as the exclusive bargaining agent for all included employees of the AUTHORITY Aircraft Rescue and Fire Fighting Department as certified by the Florida Public Employees Relations Commission in Case No. EL-2020-021 (Relates to RC-2019-037), Cert. #1984.

The appropriate bargaining unit is comprised as follows:

INCLUDED:

Captains and Battalion Chiefs

EXCLUDED:

Fire Chief

Battalion Chief, assigned responsibility for the
Fire Administration Section.

Aircraft Rescue and Fire Fighting Technician

Engineer

Firefighter

Firefighter Trainee

Fire Safety Inspector

Training Officer

Administrative Coordinator

All other employees of the Lee County Port Authority

Article 3. STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 3.01

The UNION and bargaining unit members do not assert and will not assert or advocate any right to engage in any work stoppage, slow down or strike, or to withhold services or otherwise hinder the AUTHORITY's operations. Each employee shall comply with this Article and the strike prohibition of Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6.

Section 3.02

The AUTHORITY shall discipline any and all employees who violate any provision of the law prohibiting strikes or this Article, up to and including discharge.

Section 3.03

In justice and fairness to the AUTHORITY and persons which are served, all employees shall report to work on time, not leave early unless authorized, be prompt in reporting to their assigned duties, and faithfully perform their duties.

Article 4. MANAGEMENT RIGHTS

Section 4.01

The UNION recognizes that it is the function of the AUTHORITY to determine and direct the policies, mode, and method of providing its services, without any interference in the management and conduct of the AUTHORITY business on the part of the UNION or any of its representatives.

Section 4.02

The AUTHORITY shall continue to exercise the right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. It is the right of the AUTHORITY to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the AUTHORITY to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. The AUTHORITY has the right to discipline, temporarily lay off, or discharge employees for just cause; also to assign work and determine duties and performance standards of employees; to determine, establish and/or revise the method, processes and means of providing departmental services; to schedule hours of work; to determine the number of personnel assigned duty at any time and to perform all other functions not otherwise expressly limited to this agreement. The exercise of the described management functions by the AUTHORITY shall not be contrary to the express provisions of the collective bargaining agreement.

Section 4.03

Without limiting the provisions of Section 4.02, but in order to clarify some of the more important unilateral rights retained by management, the AUTHORITY shall have the following unilateral rights:

- (a) To determine the size and composition of the workforce, including the number or composition of employees assigned to any particular operation, shift or turn.
- (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed.
- (c) To hire, promote, layoff and recall laid off employees.
- (d) To reprimand, discharge or otherwise discipline an employee for just cause.
- (e) To maintain and improve the efficiency of employees.
- (f) To determine job content and essential qualifications for job classifications, and the amount and type of work.
- (g) To engage in experimental projects.
- (h) To determine need and require employees to work overtime.

- (i) To discontinue and/or expand any of its ARFF department operations, and to transfer or assign all or any part of its operation or any part thereto to new facilities.
- (j) To determine and monitor standards of fitness of employees to perform essential job duties.
- (k) To determine services to be performed by employees, discontinue or otherwise dispose or transfer any or all work operations or services, or part thereof.
- (l) To make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies.
- (m) To control and regulate or discontinue the use of equipment, vehicles and other property or services used, owned, possessed or leased by the AUTHORITY.
- (n) To maintain, enforce, rescind or change AUTHORITY or ARFF department policies, procedures, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this agreement, including the right to alter or vary existing or past practices as the AUTHORITY may determine to be necessary for orderly and efficient operations, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this agreement.
- (o) To determine the qualifications for and select its supervisory, clerical, professional, part-time and management, and other non-bargaining staff.
- (p) To determine the work to be performed during the employees' regular work day or shift and require that all work be performed in a safe, satisfactory, and workmanlike manner.

Section 4.04

The AUTHORITY's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the AUTHORITY from exercising the same in some other way not in conflict with the express provisions of this agreement.

Section 4.05

There shall be complete regard for the rights, responsibilities and prerogatives of AUTHORITY management under this agreement. This agreement shall be so construed that there shall be no diminution or interference with such rights, responsibilities and prerogatives, except as expressly modified or limited by this agreement.

Section 4.06

The Board of Port Commissioners, subject to state law, has the sole authority to determine the purpose and mission of the AUTHORITY and the amount and allocation of the budget.

Section 4.07

If, in the discretion of the AUTHORITY, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, air carrier incident, hurricanes, other weather conditions, or similar catastrophes, the provisions of this agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4.08

Delivery of the AUTHORITY's services in the most efficient, effective and courteous manner is of paramount importance. Accordingly, the UNION agrees that it will instruct its members to work diligently in order that the services performed meet the standards set by the AUTHORITY.

Section 4.09

Nothing contained in Article 4 or 8 shall waive the UNION's rights to negotiate and or impact bargain over the effects of a decision by the AUTHORITY on wages, hours, and terms and conditions of employment, as required in Chapter 447, Part II, Florida Statutes. The request to bargain under this section must be made within thirty (30) calendar days of the date the UNION became aware of a proposed change that is subject to impact bargaining. Nothing contained in Article 4 or 8 shall give the AUTHORITY more control or power over bargaining unit members than Florida Statutes 447.209 specifies.

Article 5. NON-DISCRIMINATION

Section 5.01

Neither the AUTHORITY nor the UNION shall discriminate against any employee covered by this Agreement because of UNION membership or non-membership.

Section 5.02

The AUTHORITY shall not discriminate between bargaining unit employees and non-bargaining unit employees in areas of discipline, subject to the provisions of Article 28 of this agreement.

Section 5.03

Employees' rights as provided by local, state and/or federal law are hereby preserved; provided that allegations of discrimination based on race, sex, religious belief, national origin, ancestry, disability, age, color, or membership in any other category of protected persons will be resolved in the appropriate court or administrative agency and not under Article 9, the grievance and arbitration procedure.

Article 6. DUES CHECK-OFF

Section 6.01

The AUTHORITY shall deduct from the pay of all UNION members who authorize such deduction, the monthly dues payable to the UNION. The AUTHORITY reserves the right to bill the UNION for the reasonable cost of dues deduction if the AUTHORITY is billed for these services.

Section 6.02

Payroll deduction shall be accomplished on the first and second pay period of each month.

Section 6.03

Employees desiring the dues deduction shall authorize it by completing the appropriate form included in Article 7.

Section 6.04

The UNION agrees to indemnify, and hold harmless, the AUTHORITY from and against any liability, real or asserted of any kind or nature whatsoever, to any person or party, on account of the AUTHORITY's compliance with this article. The AUTHORITY has no obligation to inform employees of the amount of UNION dues or change of such dues.

Section 6.05

It shall be the UNION's obligation to keep the AUTHORITY at all times informed, by certification of the Secretary/Treasurer of the UNION, of the amount of the uniform dues. Dues will only be deducted as the employee complies with Section 6.01 of this Article.

Section 6.06

The AUTHORITY's monthly transmission of dues money to the UNION will be accompanied by a list of names of employees affected, and the amount transmitted with regard to each.

Section 6.07

The AUTHORITY will not deduct or transmit to the UNION at any time any monies representing fines, fees, penalties, or special assessments.

Section 6.08

The obligation to commence making dues deductions on an account of any particular employee shall become effective with respect to the calendar month following the month in which the AUTHORITY receives the dues authorization, if prior to the 20th of the month.

Section 6.09

Any employee may withdraw from membership in the UNION at any time upon written notice to the AUTHORITY and the UNION. Upon receipt of such notification, the AUTHORITY shall terminate the dues deduction as soon as practical.

Section 6.10

The AUTHORITY shall provide access to the computer database for the UNION to retrieve current addresses and phone numbers for bargaining unit members. Each UNION member shall agree to authorize this with the dues deduction form on Article 7.

Article 7. PAYROLL DEDUCTION

LEE COUNTY PORT AUTHORITY AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize the Lee County Port Authority, or its agent, to deduct from my earnings, the regular monthly dues (uniform in dollar amount), in the amount certified by the Treasurer of Local 1826/I.A.F.F., Inc., and further authorize the remittance of such amount(s) to said Local UNION in accordance with the currently effective Agreement between the AUTHORITY and said UNION. This authorization is revocable by a notice in writing to the AUTHORITY. I also request the AUTHORITY to disclose any changes to my address or phone number to the UNION if requested.

This certified monthly dues, payable at my request to Local 1826 will be evenly divided and deducted from the first and second paychecks of each month.

I hereby waive all rights and claims for said moneys so deducted and transmitted in accordance with this authorization and, further and separately, relieve the AUTHORITY and any agent of the AUTHORITY from liability therefore.

Name: _____ Date: _____

Social Security #: _____

Signature: _____

AUTHORIZATION TO STOP PAYROLL DEDUCTION

I hereby authorize the AUTHORITY to stop deducting the sum that was designated and made current by the Treasurer of Local 1826/IAFF, Inc., from my wages. Also, stop forwarding any address or phone number changes to the UNION office.

Name: _____ Date: _____

Social Security #: _____

Signature: _____

Article 8. RULES AND REGULATIONS

Section 8.01

All rules, regulations, General Orders (GO), Standard Operation Procedures (SOP), Operations Instructions, or regulations, affecting the ARFF Department or its employees in place on the effective date of this Agreement shall remain in full force, if not specifically in conflict with any Article or Section of this Agreement. The ability to change, modify or delete rules, policy or procedures rests with the AUTHORITY so long as it does not affect wages, terms and/or conditions of employment. Items affecting wages, terms and/or conditions of employment will be negotiated and/or impact bargained, if not in conflict with any part of the agreement.

Section 8.02

A copy of any new rules, regulations, ARFF Department Standard Operating Procedures or changes in existing ones, and memos implementing revisions to the above shall be submitted to the UNION's District Vice President (DVP) for review prior to the implementation date. The review by the DVP is solely to determine if negotiations are needed on new or revised rules, regulations, Department SOP's, or memos impacting terms and conditions of employment. A copy shall then be made available for employees at Stations 91 and 92 for review/reference.

Section 8.03

A copy of Job Descriptions, General Orders (GO) and Standard Operating Procedures (SOP) will be available at Stations 91 and 92 for employees to access and review.

Section 8.04

For purposes of this Article, an electronic document is considered a "copy".

Article 9. GRIEVANCE PROCEDURE

Section 9.01

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of this Agreement.

Section 9.02

Definitions: for the purpose of this Agreement, a grievance is defined as an alleged violation of a specific written provision of this agreement, which involves the meaning, interpretation, or application of this agreement. The grievant is either the individual directly affected by the alleged violation of this agreement, or the District Vice President or his designee, as indicated in writing. A business day is Monday through Friday, excluding AUTHORITY designated Holidays.

Section 9.03

Nothing in this Agreement shall be construed to prevent any employee from presenting his/her own grievance, in person or by legal counsel, to the AUTHORITY and having such grievances adjusted without the intervention of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement and if the UNION has been given reasonable opportunity to be present at any meeting called. Notice for the UNION to be present shall be accomplished by the employee notifying the UNION if representation is desired.

Section 9.04

- (a) Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and can only be extended by mutual agreement of the parties in writing.
- (b) The UNION will not be required to process grievances for employees who are not members of the UNION, but will be given the opportunity to be present at any meeting where the grievance may be settled. The AUTHORITY will notify the UNION of any meetings where grievances may be settled.

Section 9.05

All grievances as outlined above must be in writing using the form in Section 9.13 and must contain the following information:

- (a) Specific Article(s) and Section(s) of the Agreement alleged to have been violated;
- (b) A full statement of the grievance, giving facts, dates and times of events, and specific violation with the remedy or adjustment desired;
- (c) Signature of UNION DVP or aggrieved employee and date signed.

Section 9.06

Grievances shall be processed in accordance with the following procedures. If the resolution sought by the grievant is not attained, or a mutual agreement (in writing) is not reached, the UNION will be responsible for deciding to send the grievance to arbitration.

- (a) STEP 1: The grievant shall have seven (7) business days in which to informally resolve the possible violation of the Agreement. The grievant shall first verbally discuss the issue with the Admin Battalion Chief or Deputy Chief. If the grievant is unable to attain a satisfactory outcome or the seven (7) business days is nearing its expiration date, the grievant shall proceed to Step 2 if he/she desires to formally place the grievance in writing.
- (b) STEP 2: The grievant shall present in writing his/her grievance to the Admin Battalion Chief or Deputy Chief, if being grieved by the UNION, within fourteen (14) business days of the alleged violation and/or the time the grievant gained knowledge of the alleged violation of the Agreement.

The Admin Battalion Chief or Deputy Chief shall investigate the alleged grievance and shall, within twelve (12) business days of the receipt of the written grievance from Step 2, conduct a meeting with the grievant, and his/her representative, as needed. All parties will mutually agree to the meeting date. The Admin Battalion Chief or Deputy Chief shall notify the aggrieved employee of the decision factually stating why the grievance was upheld or denied no later than twelve (12) business days following the meeting date.

- (c) STEP 3: The Fire Chief shall investigate the alleged grievance and shall, within twelve (12) business days of the receipt of the written grievance from Step 2, conduct a meeting with his representative, the grievant, and his/her representative, as needed. All parties will mutually agree to the meeting date. The Fire Chief shall notify the aggrieved employee of the decision factually stating why the grievance was upheld or denied no later than twelve (12) business days following the meeting date.

If a grievance, as defined in this Article, has not been satisfactorily resolved with the grievance procedures, the UNION shall notify the Fire Chief's Office in writing no later than ten (10) business days after the response is received from Step 3 of the Grievance Procedure.

Section 9.07

The parties affected shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list (the grievant shall strike first) until the last name is reached.

Section 9.08

Limitations on the powers of Arbitrator are as follows:

- (a) The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

- (b) The Arbitrator shall have no power to establish wage scales, rates for new jobs, or, except if he is specifically empowered, to change any wage.
- (c) The Arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Article 9 Section 9.02.

Section 9.09

There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the UNION and on all bargaining unit employees and on the AUTHORITY, provided, however, that the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction or violates the Florida Arbitration Code.

In the event that either party claims a dispute is Non-Arbitral, the Arbitrator will rule on that issue prior to ruling on the merits of the grievance.

Section 9.10

The cost for an Arbitrator and court reporting shall be borne by the losing party. Each side desiring a transcript will pay for it. Expenses for witnesses shall be borne by the party calling them.

Section 9.11

Previous decisions by the UNION to abstain from the filing of a grievance on any issue discussed in the collective bargaining agreement is not an admission of agreement with the AUTHORITY's decision and shall not be cited as past practice. Furthermore, the AUTHORITY's actions shall not be held as past practice if they grant leniency on any article for a period of time and then revert back to the specific language in the Agreement.

Section 9.12

Grievance Procedure
Information Sheet

I, _____
(Last Name) (First Name) (Rank)

Submit the following grievance which took place on _____

at _____ against _____
(Location) (Name)

Statement of Grievance: _____

Date, Details and Facts upon which grievance is based: _____

Article: _____ Section: _____ of the Collective Bargaining Agreement alleged to have been Violated.

Remedy or solution requested: _____

(Signature of Employee of DVP) (Date)

Step 1) Discussion of grievance with Admin Chief or Deputy Chief

Resolved Unresolved Date: _____

Advanced to step 2: Date: _____

Step 2) Written grievance to Admin Chief or Deputy Chief

Resolved Unresolved Date: _____

Advanced to step 3: Date: _____

Step 3) Discussion with Fire Chief

Resolved Unresolved Date: _____

Advanced to arbitration Date: _____

Submit request to Federal Mediation and Conciliation Services for the selection of a panel of five (5) arbitrators

Date: _____

Article 10. LAYOFF

Section 10.01

LAYOFF - Any bargaining unit employee may be laid off when it becomes necessary by reason of, but not limited to: lack of work, shortage of funds or for other legitimate reasons consistent with Article 4.

Section 10.02

In the event the AUTHORITY announces a reduction in force, newly hired probationary employees shall be the first laid off. If further reductions are necessary, non-probationary employees, and employees who are on promotional or transfer-probation shall be laid off.

Section 10.03

The order of such lay-offs shall be based on seniority by hire date, the last hired will be the first laid off. However, if the AUTHORITY determines there are valid grounds based on job performance and/or a demonstrable difference in ability or qualifications, the AUTHORITY may depart from the principle of seniority in the implementation of layoffs.

In any grievance arising out of the application of this provision, the AUTHORITY shall bear the burden of showing that a demonstrable difference exists to warrant departure from the principle of seniority.

Laid off regular employees will receive full payment for all accrued vacation time (annual leave) at the employee's current rate of pay. Regular employees with less than six (6) years of continuous service with the AUTHORITY who are laid off shall receive payment for thirty-seven and one-half percent (37.5) of accrued sick leave. Regular employees with more than six (6) years of continuous service with the AUTHORITY who are laid off shall receive payment for fifty percent (50%) of accrued sick leave.

Section 10.04

RECALL – A recall list shall be maintained for twenty-four (24) months for each reduction in force. Laid off employees shall be recalled to the classification from which they were laid off in the reverse order in which they were laid off, provided that they have not been terminated under the following provisions: The employment relationship shall be broken and terminated if the employee is laid off in excess of twenty-four (24) months, or the employee fails to return to work within five (5) business days after having been recalled in writing by notice sent certified mail with return receipt requested, addressed to the last known address on file received from the laid off employee.

Section 10.05

For purposes of vacation and sick leave accrual rate only, recalled employees shall retain credit and seniority for prior service. Laid off employees who are "rehired" within three (3) months of the

effective date of layoff to regular AUTHORITY positions other than the classification in which they were assigned at the time of layoff, shall retain credit for prior service for purposes of vacation and sick leave accrual rates only. Vacation and sick leave benefits shall be paid at the time of layoff as indicated in Section 10.03. Laid off employees shall not accrue vacation or sick leave benefits during the period of their layoff.

An employee who leaves employment with the AUTHORITY and returns later, shall be seen as starting new employment utilizing the new hire date for the purpose of determining seniority. Vacation accrual rates are addressed in the Vacation Article.

Section 10.06

A Veteran's preference will apply in all lay-offs and recalls. The preference will be as follows: For each full year of active military service the employee will receive one (1) month credit toward the calculation of seniority.

Section 10.07

Veteran's preference will be given to those individuals who qualify for preference under Florida Statute 295.

Section 10.08

Dates for Campaigns and Expeditions of the Armed Forces since WWII which qualify for Veteran's preference are listed by the Florida Department of Veterans Affairs under Veterans Preference Technical Bulletin 2.

Section 10.09

The employee must submit a request for Veteran's preference. DD Form 214, Certificate of Discharge or Separation from Active Duty, or other official documents (to include military discharge papers, or equivalent certification from the VA listing military status, dates of service, and discharge type) issued by the branch of service are required as verification of eligibility.

Section 10.10

The request must include how the Veteran's preference requested credit was calculated.

Article 11. LEAVE OF ABSENCE WITHOUT PAY

Section 11.01

Upon written request from an employee, and recommendation from the Fire Chief, the Executive Director of the Port Authority may grant a leave of absence, without pay, where good cause is shown, for a period not to exceed thirty (30) days, provided such leave is not detrimental to the operations of the AUTHORITY. The leave may be extended or renewed for additional periods of thirty (30) days for reasons which, in the opinion of the Executive Director, are satisfactory.

Section 11.02

Such leaves are intended to be granted only for temporary disability, health, education, military service, or extenuating and extraordinary personal reasons. Where an employee requests a leave of absence without pay for a period of time not to exceed five (5) working days as a result of illness, such leave may be approved by the Department Director, provided the employee has exhausted his/her accrued sick leave and vacation leave.

Section 11.03

Other than retaining the original date of hire, no benefits, including sick and annual leave accrual, will accumulate during unpaid leaves of absence.

Section 11.04

If leave without pay is granted, an employee's insurance benefits will be continued only if the employee remits to the AUTHORITY the total premium amount which includes both the employee's and the AUTHORITY's share.

Section 11.05

Pregnancy, childbirth or related medical conditions will be treated the same as temporary disabilities caused or contributed to by other medical conditions, as stated in Article 11, Section 11.02.

Section 11.06

Employees reporting to work late by three (3) hours or less may be required to take a leave of absence without pay for the time missed. The leave of absence without pay will be rounded up to the quarter hour. Employees reporting to work late by greater than three (3) hours or not reporting to work will be considered absent without leave.

Section 11.07

Employees not ready for work will be considered late for work and receive NO PAY per Article 11.06 until 100% ready for work. Employees shall have a proper ARFF uniform on, proper ID, meet the grooming standards and have their protective equipment ready for response as defined by the AUTHORITY. Employees who forget their ID but inform the off going shift supervisor before the shift begins, shall not lose pay. The shift supervisor shall provide a landside escort so the employee can obtain an ID before the start of a shift. An employee that does not have his/her proper ID at the

start of the shift and fails to notify the off going shift supervisor shall be subject to the no pay provision described in Article 11.06.

Section 11.08

Anytime an employee is absent without approved leave or has an unauthorized absence, the absence will be treated as time off without pay and is subject to the appropriate section(s) of this Agreement and subject to disciplinary action.

Section 11.09

Employees absent without approved leave or who have unauthorized absences for five (5) shifts or more will be considered in abandonment of their position. During the five (5) shift absence the Union and Fire Chief will discuss actions taken to contact the employee in an attempt to determine the reason for the absence. At the conclusion of the five (5) shift absence and after the AUTHORITY has been unsuccessful in contacting the employee, the AUTHORITY will send a certified letter, to the employee's last known address, advising that he/she has five (5) calendar days to contact the Fire Chief or his/her employment with the AUTHORITY will be terminated.

Article 12. SICK LEAVE

Section 12.01

Sick Leave – Employees will continue to use Paid Time Off (PTO) for the rest of the 2021 calendar year. Starting in January 2022, employees in the bargaining unit shall accrue 5.6 hours of sick leave per pay period.

Section 12.02

Probationary Employee - Any probationary bargaining unit employee may use any sick leave that accrues during their probationary period.

Section 12.03

Payment in Lieu of Sick Leave - Upon resignation or state defined retirement, after an employee has six (6) credited years of service with the AUTHORITY and is vested with six (6) years of service in the Florida Retirement System, an employee will be entitled to be paid for 50% of his or her accrued sick leave at their current rate of pay. Upon resignation or retirement, employees who have not completed six (6) years of service with the AUTHORITY, will be paid for 37.5% of his/her accrued sick leave. Such accrued time for a deceased employee (as credited above) shall be paid to the employee's designated beneficiary regardless of time with the AUTHORITY. Upon resignation or retirement, employees who have not completed one (1) year of service with the AUTHORITY, will not be paid for his/her accrued sick leave.

Approved Uses of Sick Leave - Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may be utilized for any of the following: 1) Employee sickness; 2) To provide care for an employee's immediate family living with or without the employee; 3) Medical appointments for the employee or an immediate family member; 4) Quarantine by health authorities or a physician for the employee or his/her immediate family; 5) To visit an employee's immediate family while having same day surgery, out-patient treatment, or hospital stays; 6) To assist an employee's immediate family, in rehabilitation from any medical treatment or hospital stay; or 7) Other illness or injuries not restricted by this agreement at the discretion of the Fire Chief. Employees using sick leave must give his/her supervisor the estimated time he/she will miss work. Sick leave must be used at a minimum of 15-minute intervals.

Immediate Family - For purposes of this Article, Immediate Family shall mean: husband, wife, father, mother, brother, sister, son, daughter, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child, financial dependent, guardian, grandmother-in-law, or grandfather-in-law.

Section 12.04

Notification of Absence - Notification of absence due to illness or injury shall be given to the Fire Chief or his designee, as early as possible. However, all employees must provide at least one (1) hour advance notice of their inability to report for duty (calls should be minimized between the hours of 2200 - 0530 hrs.). Failure to provide minimum one (1) hour notification shall result in one (1) hour no-pay for each quarter hour increment. Failure to provide notification within one hour after scheduled

arrival time shall result in no-pay for all time off and subject the employee to disciplinary action. Employees requesting to utilize sick leave after arriving at work more than twice per fiscal year shall be required to submit a proof of illness/injury certificate, paid receipt, or receipt for prescription medication. One hour notification shall not apply to employees' already on duty or on site and waiting to start their duty shift.

Failure to provide any notification will fall under Leave of Absence Without Pay article.

Section 12.05

Abuse of Sick Leave - Abuse of sick leave benefits may be grounds for immediate disciplinary action including but not limited to dismissal. Examples of Abuse of Sick Leave include a pattern of calling in sick on pre-scheduled overtime; excessive use of sick leave without a proof of illness slip; and/or a pattern of usage before vacation, weekends, trade time, etc.

Section 12.06

Excused and Unexcused Sick Leave Requirements - Fifty-six (56) hour per week employees shall be granted five (5) total (see exception in Abuse of Sick Leave) unexcused instances of sick leave per fiscal year. After an employee has been granted the total number of unexcused sick leave, the employee must present a medical certificate/receipt, obtained at the employee's expense, on their first shift back to work for all other sick leave occurrences. An unexcused absence shall be defined as a return to work from sickness or injury without presenting a Doctor's certificate, or paid receipt, or receipt for medication obtained at the employee's expense. A Doctor's certificate/receipt shall also be required of any employee returning to work after the use of three (3) or more consecutive shifts of sick leave. The notice of return to work form is required for all employees missing three (3) or more consecutive shifts of sick leave for an injury. The employee will not be allowed to work until his/her supervisor approves the form. If the employee fails to present a medical certificate/receipt on their first shift back to work, the employee will forfeit his/her pay for the day(s) lost and said day(s) will not be charged against the employee's accrued sick time. The doctor's certificate, paid receipt, or receipt for prescription medication must be turned in within 12 hours from reporting back to duty. A fax copy will be accepted.

The receipt for prescription medication must be clearly dated between the date the employee last worked and the date he or she returned to work.

Section 12.07

When Accumulated Sick Leave is Expended - When an employee's term of illness exceeds his/her accumulated sick leave, he/she may use his/her accumulated vacation time, rather than applying for leave without pay. All accrued sick leave hours and vacation hours must be expended before applying for leave without pay.

Section 12.08

Sick Leave Conversion - As an incentive to reduce or minimize sick leave usage that may result in costs to the AUTHORITY for providing overtime coverage, the conversion of sick leave pursuant to this Agreement will be effectuated during the month of January for the prior payroll year. This plan is

optional for the employee. All requests for conversion, under this policy, must be made by the employee, in writing, to the Fire Chief during the month of January. The AUTHORITY will be responsible for notifying employees how much time they can convert and for providing the forms for converting hours. Any time accrued prior to the last check date of the year is eligible for sick leave conversion. This is limited only by the accrued limits on annual leave set forth within this Agreement.

The conversion for 56-Hour Workweek is as follows:

<u>Hours Used</u>	<u>Hours Converted</u>
0 hrs.	96 hours
1 - 24 hrs.	80 hours
25 - 48 hrs.	72 hours
49 - 72 hrs.	60 hours
73 - 96 hrs.	36 hours
Over 96 hrs.	0 hours

Section 12.09

Initial funding of Sick Leave bank shall be accomplished by taking the employees' current PTO time and splitting the bank with 50% of the time in the PTO bank in December 2021 and placing it in the sick leave accrual bank. This will only apply to initial funding, thereafter employees will accrue sick leave as provided by Article 12.

Article 13. BEREAVEMENT LEAVE

Section 13.01

Bereavement - Fifty-six (56) hour employees shall be granted, upon request, up to fifty-six (56) hours upon the death of an immediate family member.

Section 13.02

Immediate family shall mean: husband, wife, father, mother, brother, sister, son, daughter, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child, financial dependent, guardian, grandmother-in-law, or grandfather-in-law.

Section 13.03

Such requests should be approved prior to the leave by the Fire Chief or his/her designee. Leave Request Form must be submitted prior to the leave or immediately upon return to duty.

Section 13.04

In instances where the employee must travel more than three hundred (300) miles one way from his/her residence, he/she shall be granted up to seventy-two (72) hours of bereavement leave.

Section 13.05

An employee may be allowed to utilize sick leave if he/she needs the balance of the 3rd shift under such circumstances. In this case the employee must notify the AUTHORITY no later than 1-hour prior to the schedule return to duty time. Early notice is encouraged.

Article 14. LEAVE FOR CIVIC DUTIES

Section 14.01

JURY DUTY - When an employee is required to serve on jury duty, the employee shall be relieved of responsibility for his/her regular work shift for the time served, including travel time, and will be paid the regular rate of pay for those work hours while on jury duty. All employees required to serve on jury duty shall report to the Fire Chief or his/her designee that they have been notified for that purpose within twenty-four (24) hours of receiving such notice, but in no event, later than the end of their next assigned shift. A copy of the official notice shall be submitted to the Fire Chief or his/her designee. When an employee is released or is excused from jury duty, the employee shall return to duty, per their schedule for work. Payments received by the employee for jury duty, except for meals, travel and lodging expenses, shall be endorsed to the AUTHORITY.

Section 14.02

WITNESS DUTY - Any employee who during his/her normal work shift attends any legal proceedings related to his/her job with the AUTHORITY, or the employee is under proper subpoena, shall be paid as if engaged in the employee's normal work. All employees who are required to serve on witness duty shall report to their supervisor that they have been notified for that purpose within twenty-four (24) hours of receiving such notice, but in no event, later than the end of the next assigned shift. A copy of the official notice shall be provided to the Fire Chief or his/her designee. Payments received by the employee for witness duty, except for meals, travel and lodging expenses, shall be endorsed to the AUTHORITY. Employees subpoenaed for issues not related to their work with the AUTHORITY will be allowed to utilize vacation time to fulfill the legal obligations of the subpoena during normal work shifts.

Section 14.03

TIME OFF TO VOTE - Employees who request time off to vote on all designated Federal, State, or Local election days, must make such request on a leave request form for approval, forty-eight hours before the polls open. The AUTHORITY shall allow (1) hour off with pay from 0700 to 0800 hrs. Up to two (2) hours additional vacation leave may be used by each employee whose shift conflicts with polling hours. The AUTHORITY will schedule overtime from the off going shift, as needed, to allow all personnel with schedule conflicts to vote prior to reporting to work for their shifts.

Employees coming in on unscheduled overtime must inform the Duty Officer that he/she will need to come in later for the overtime to allow for voting.

Section 14.04

MILITARY LEAVE - Military leave shall be granted in accordance with applicable State and Federal law.

Article 15. ANNUAL/VACATION LEAVE

Section 15.01

Captains and Battalion Chiefs will use Paid Time Off (PTO) for the rest of the 2021 calendar year. Starting January 2022, the Captains and Battalion Chiefs will accrue vacation per pay period pursuant to Article 15.02.

Section 15.02

SCHEDULE FOR VACATION ACCRUAL RATE

PER BI-WEEKLY PAY PERIODS		
LENGTH OF SERVICE	ANNUAL LEAVE HOURS 56 HR. WORKWEEK	PAY PERIOD ACCRUAL RATE 56 HR. WORKWEEK
1-5 years	144	5.54
5-10 years	204	7.85
10-15 years	252	9.69
15-20 years	300	11.54
20> years	336	12.92

Employees rehired and following the initial hire probation shall have an adjusted hire date for vacation accrual rates. The adjusted date will be based on the total months employed with an agency governed by Lee County, Port Authority, or Lee County School Boards.

Section 15.03

Vacation/annual leave shall be earned as of the first day following the end of each bi-weekly pay period, as observed by payroll. All employees will be charged on an hour-for-hour basis for time used as vacation. Vacation shall be utilized in a 3-hour minimum and then 15-minute intervals thereafter.

Section 15.04

Regular employees, including initial new hire probationary employees, who are terminated, resign, or retire, shall be paid for any accrued vacation earned but not taken prior to the date of termination, resignation, or retirement. Except as provided below, an employee may only accumulate up to 500 hours of vacation leave. The accumulation of vacation leave starts on the first day of full-time employment, but is not eligible for use until the employee has completed six (6) months of service with the AUTHORITY. During the first six months of employment the probationary employee may use their vacation time as sick leave once their sick time bank has expired.

After an employee enters DROP or makes application for retirement, the employee may accumulate up to 600 hours of vacation leave of which 500 hours can be cashed out, during the pay period prior to the effective date of retirement. This 500 hours shall be used toward the calculation of the employee's average final compensation, per Section 121.021 (24)(b) Florida Statutes. After the employee has cashed out he/she may accumulate up to 500 hours of vacation leave.

Section 15.05

One employee may be permitted off on vacation with the exception of the days needed for FAR 139 compliance pit fires training, MCI drill, or same day vacation if an employee is out sick. Once annual medical physical days are secured, vacation will not be approved unless the employee can attend an alternate date during physicals held at Station 92.

Section 15.06

Any employee making a department transfer will retain any unused vacation.

Section 15.07

All requests are to be submitted in writing on a leave request form and approved by the Fire Chief or his/her designee, in writing, before leave is taken. Violation of these rules may result in the employee being considered to have an unauthorized absence with appropriate corrective actions being taken.

Section 15.08

No employee shall request annual leave unless the time requested has already accrued or will accrue prior to the start of the vacation.

Section 15.09

PROCEDURES:

Selection of primary and birthday leave will be done during the month of October each year for the following year after the AUTHORITY has selected and placed on the District 22 vacation selection calendar up to the six (6) days needed for our FAR 139 compliance pit fire training and MCI drill. Opportunity will be given to all eligible bargaining unit employees to bid a primary vacation.

- (a) Primary (PAV), and Birthdays (BD) will be determined in that order and by rank, time in rank, and time in department, in that order.
- (b) The total primary vacation shall not exceed (6) six shifts.

Section 15.10

Once all bargaining unit employees have had an opportunity to bid for a primary vacation, then each employee will bid for birthday leave.

- (a) The process outlined above will be utilized.
- (b) All employees shall earn the Birthday leave credit on January 1 for that calendar year. When an employee terminates or leaves employment for any reason and has taken the Birthday before their actual birthday that calendar year, the employee shall have their accrued vacation hours reduced by 24-hours or accrued sick leave hours reduced by 48-hours.
- (c) New employees hired after January 1 whose birthday has not already passed shall earn the Birthday leave credit on their starting date. New employees who are hired after their birthday shall not earn the Birthday leave credit for that calendar year.

Section 15.11

After all bargaining unit personnel have had an opportunity to bid a primary vacation and Birthday leave; the appropriate forms will be completed and submitted to the Fire Chief or his/her designee, no later than November 30th.

Section 15.12

Employees may start submitting leave requests for the following calendar year on November 26. These leave requests will be handled by shift, on the shift's first day in December, and by the Fire Chief or his/her designee. If a conflict occurs (2 or more employees requesting the same day off) the most senior employee shall prevail. Employees returning to work early may have their vacation time adjusted in half-hour increments. Minimal adjustments to vacation time are discouraged by both the UNION and management due to the workload burden on management.

These vacations will be handled on a seniority basis, (same as a primary vacation request) and will be immediately be placed on the master calendar if availability potentially exists as determined by manning needs or prescheduled training.

Section 15.13

Requests for leave that are submitted at the beginning of a shift shall be granted based on staffing considerations and other conflicts. At the discretion of the Fire Chief or his/her designee, emergency leave may be granted to an employee in extenuating circumstances.

Section 15.14

Requests for leave that encompass a holiday, as specified in the Holiday article, will be considered on a rotational basis.

The shift liaison on each shift will make the interpretation and implementation of the holiday rotation during the vacation bidding process.

Section 15.15

CANCELLATION:

An employee may cancel any requested and/or approved leave. It is encouraged that cancellation, when necessary, be made as early as possible to free up available time for fellow employees. As a professional courtesy to fellow employees, a leave request should not be made unless you are relatively certain you will be using it. Securing dates based on speculation is discourteous and highly discouraged.

Section 15.16

Initial funding of vacation leave bank shall be accomplished by taking the employees remaining PTO time and splitting the bank 50% of the time in the PTO bank placed in vacation accrual. This will only apply to initial funding, thereafter employees will accrue vacation leave per pay period as provided by Article 15.02.

Article 16. HOLIDAYS

Section 16.01

All employees will receive pay of twelve (12) hours for each holiday recognized. For the personal leave day (birthday) each employee shall be given twenty-four (24) hours off with pay, to be scheduled in advance through the employee's supervisor, but shall not receive holiday pay. Employees, who utilize sick leave the day before or day of a holiday, shall forfeit holiday pay. Employees on a 40-hour schedule shall be given the AUTHORITY designated holiday off with pay. An employee who resigns and does not work the holiday or a shift after the holiday shall forfeit holiday pay.

Section 16.02

The following are the recognized holidays for this Agreement:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	As designated
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday
Christmas Day	December 25
Martin Luther King Day	As designated
Personal Leave Day	Designated as the employee's Birthday

In addition to the days listed above, bargaining unit employees shall also be granted holidays as per the provisions of this Article for any other day declared a holiday by the Board of Port Commissioners and granted as a holiday for other Port Authority employees, and shall also lose any holidays that are taken away from the other Port Authority employees.

Christmas Day and New Years Day - An extra holiday day may be granted in accordance to the day of the week that the holiday falls on. The schedule is as follows:

<u>DAY HOLIDAY FALLS ON</u>	<u>DAYS OFF</u>
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Friday and Saturday
Sunday	Sunday and Monday

The shift that is on duty will celebrate the holidays on the same days that other Port Authority employees celebrate the holidays.

Article 17. PAY PLAN

Section 17.01

The AUTHORITY shall maintain the pay plan.

Section 17.02

Employees start at the minimum rate of pay for their assigned classification.

Section 17.03

Promotions - When an employee is promoted to a new classification, his/her rate of pay shall be advanced to the minimum pay of the new classification. Employees promoted will be placed on Promotional Probation for six months from the effective date of the promotion. The effective date shall be the beginning of the next full pay period with a minimum of 5-business day's notice.

Section 17.04

Pay Range

Captain	Minimum \$89,500.00	Maximum \$108,723.00
Battalion Chief	Minimum \$103,365.00	Maximum \$127,218.00

Employees covered by this Agreement that were employed prior to the ratification of this Agreement shall be brought up to the minimum pay range. The employee's new base wage is as outlined in 17.05, effective October 2021.

Section 17.05

Employee: New Base Wage October 2021

Graham	\$97,953.00
Walker	\$101,494.52
Moran	\$103,600.63
Sitts	\$108,789.36
Rimes	\$112,227.00

Section 17.06

Employees covered by this Agreement, shall receive the same across the board increase for non-bargaining unit employees for October 1, granted by the Port for 2022-2023 and 2023-2024.

Article 18. HOURS OF WORK/WORKDAY

Section 18.01

HOURS OF WORK – WORK SHIFT Hours of work and work shifts shall be consistent with G.O. 300. Normal shift time shall start at 0700 hours and continue for twenty-four (24) consecutive hours.

Section 18.02

HOURS OF WORK - WORK SCHEDULE

The normal work schedule shall consist of a nine (9) day cycle which, when averaged over a two (2) week pay period consists of fifty-six (56) hours per week. All vacation, birthday, and time off to vote hours shall be counted as hours worked in regards to FLSA. The schedule is such that an employee is scheduled to work every other shift until the employee's shift has worked three shifts, followed by ninety-six (96) hours scheduled off. For example: 24-on, 24-off, 24-on, 24-off, 24-on, 96-off.

Section 18.03

Employees shall be provided a 30-minute break in the morning and a 90-minute break for lunch. Employees are provided and encouraged to utilize the provided fitness equipment and time, which shall begin at 1530 hours to maintain an adequate level of fitness for this profession. Employees who do not participate in fitness activities shall be required to continue working until 1630 hours. On weekdays, after 1630 hours employees shall be in a state of readiness.

Section 18.04

On Saturday, once the daily assignments have been completed but no later than 11:30 am, the bargaining unit shall be in a state of Flex Time.

Section 18.05

No later than 11:30 am on Sunday and designated holidays the bargaining unit shall be in a state of readiness.

Section 18.06

On days when non-essential AUTHORITY employees are released early, the Fire Chief or designee, shall allow UNION employees to enter a state of readiness, provided the work assignments for the day have been completed.

Article 19. ALCOHOL/DRUG TESTING

Section 19.01

As a condition of continued employment, employees in the bargaining unit must refrain from using illegal drugs on or off the job. If the AUTHORITY has reasonable suspicion that an employee is under the influence of illegal drugs or alcohol, or if a serious accident or incident in which safety precautions are violated or unusually careless acts are performed and there is reasonable suspicion to believe these actions are the result of using drugs or alcohol, or where there is no other apparent explanation for the conduct of the employee involved, the employee's supervisor shall be notified immediately. He/she shall then make a determination as to whether the employee is to be tested. In those circumstances where 'reasonable suspicion' forms the basis for testing the employee, two supervisors should agree that the employee requires testing. If the employee is directed to take a drug or alcohol test, the employee shall be advised of the reason for the direction and that the failure to do so will lead to disciplinary action up to and including discharge. With regard to drug testing, if an initial positive result is obtained, a confirmation test will be performed using a gas chromatograph/mass spectrograph (drug confirmation) before the Lab Company turns over the results over to the physician. This will not require the taking of another specimen.

Section 19.02

Verbal results of the drug test will be made available to the Fire Chief if a positive drug test is attained. Medical records will remain confidential at the physician's office and shall not be made a public record of this department.

Section 19.03

An employee who tests positive for drugs will have two options:

- (a) Immediate resignation from the department.
- (b) Go to EAP for evaluation and then if required be placed on medical leave while receiving rehabilitation, as provided in our medical coverage. This medical leave will be without pay unless the employee has accrued sick or vacation days due. The employee will receive pay for those days only and employee benefits will continue to accrue during this period. The employee will be responsible for all AUTHORITY paid benefits if said employee has none or depletes the accrued sick or vacation time. The employee must return to work immediately after release from rehabilitation and must continue outpatient rehabilitation if prescribed by the physician.

Section 19.04

The employee will be immediately terminated if drug rehabilitation is not obtained, rehabilitation is not completed, or if the drug problem reoccurs. Upon release from rehabilitation, the employee will be assigned to regular duties. The AUTHORITY may require another drug screening, at any time, within the following 12 months after returning to work. This test will be performed by a physician of the

department's choice, at the department's expense and in accordance with all other stipulations contained within this policy. The employee must submit to testing immediately upon request or be terminated.

Section 19.05

All employees who must use a prescription drug that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform the Fire Chief or his/her designee in writing that they are taking such medication on the advice of a physician. It is the employee's responsibility to also inform their supervisor of the possible side effects of the drug on performance and the expected duration of use.

Section 19.06

The AUTHORITY is a Drug Free Work Place. Employees may be subject to the following drug screening:

- a) Pre-employment;
- b) Reasonable suspicion;
- c) Post accident;
- d) Post injury;
- e) Return to duty; and
- f) Random

Section 19.07

The department shall comply with all State and Federal regulations for "Drug Free Workplaces and Testing Procedures".

Article 20. WORKERS' COMPENSATION

Section 20.01

The AUTHORITY agrees that any employee injured while on the job shall be paid for the employee's full schedule of hours for the day of the accident if the physician advises that he/she could not or should not return to work that day. However, the AUTHORITY reserves the right to have the employee examined by a physician designated by the AUTHORITY, at no cost to the employee.

Section 20.02

The employee shall be paid by the AUTHORITY 100% of their regular pay for up to three (3) months, provided the approved attending physician certifies the inability of the employee to work. After the three (3) months have passed, the employee will revert to indemnity benefits as outlined in F.S. Chapter 440, and the employee may utilize any accumulated sick leave or annual leave to make up the difference between the full salary and the maximum amount allowed by F.S. Section 440.

Section 20.03

Those employees who sustain an illness or injury, job related or not, are eligible for return to work limited duty upon authorization from a physician. The employee on limited duty will be converted to a 40-hour scheduled workweek following authorization from the physician and AUTHORITY. The normal workweek will be Monday - Friday, 0800 hours to 1630 hours, with a 30-minute lunch break or Monday - Thursday 0700 hours to 1730 hours with a 30-minute lunch break at the AUTHORITY's discretion. The payroll conversion from 56-hours to 40-hours or 40-hours to 56-hours will occur at the beginning of a pay period. The 40-hour schedule will effect, and is not limited to; vacation accrual, sick leave accrual, holiday pay, and incentive pay rates.

While the employee is off due to his/her illness/injury, the employee will stay in contact with the Fire Chief or designee to update his/her status. When a Doctor advises that the employee is ready to return to work, he/she will provide the employee with a return to work slip from his/her physician stating his/her physical limitations. The employee would return to his/her normal schedule at the beginning of the next pay period.

Section 20.04

The department shall offer limited duty for both work related and non-work related injuries for a period of 90-days. If the employee is not released for full duty status at the end of the 90-days, the AUTHORITY may extend the limited duty program, at its discretion, based on the employee's return to work information as provided by the employee's physician. This is in no way intended to provide any employee that utilizes this benefit for 180-days as any basis whatsoever to request and or require the AUTHORITY to establish a new position past the agreed 180-days.

Section 20.05

Employees on limited duty, for non-work related injuries, are not allowed to utilize vacation leave other than those leave days/hours previously approved on the department leave calendar, doctor visits, or other leaves approved only by the Fire Chief.

Section 20.06

Employees on limited duty may be allowed to participate in normal on-duty classroom training, to maintain the current required training, when approved by the Fire Chief.

Article 21. UNIFORMS AND EQUIPMENT

Section 21.01

The AUTHORITY shall furnish, within 30 days of employment, all new full time employees with a uniform items as set forth below.

- Four (4) Pair Uniform Pants, Normal or EMT style
- Four (4) Uniform Polo Shirts (Last Name/Rank)
- One (1) Dress Uniform Pants
- One (1) Dress Uniform Shirt (Long sleeve/White)
- Three (3) Dress Uniform Shirt (Short sleeve/White)
- One (1) Dress Uniform Tie
- One (1) Winter Jacket (Last Name/Rank)
- Two (2) Badges
- Two (2) Name Tags
- Two (2) Serving Since lower tag
- One (1) Jumpsuit
- Two (2) Ball caps
- Four (4) Tee shirts
- Four (4) Gym shorts
- One (1) Fleece (Last Name/Rank)
- One (1) Class A Jacket
- One (1) Class A Hat
- One (1) Pair Class A shoes
- One (1) Pair White Gloves

The uniform items listed in this section shall be supplied with the employee's name on the clothing. Uniform shirts (excluding dress shirts), jackets, jumpsuits, and fleece will have "Lee County Port Authority" on the back as approved by the DVP and Fire Chief or designee. The department logo shall be placed on the left breast area on uniform shirts (excluding dress shirts and jumpsuits), jacket, fleece, and tee-shirts.

Section 21.02

The employees in the bargaining unit shall maintain uniforms listed in 21.01 through replacement by the AUTHORITY allotting up to the replacement cost of (3) uniform pants, class A short sleeve uniform shirts, jumpsuit, tee-shirts, gym shorts, and ball caps per fiscal year. The purchase of additional uniform items, required in the Uniform General Order, is acceptable when utilizing the allotment through the uniform vendors. Replacement items can only be ordered during the months of October and April. Orders shall be submitted by the AUTHORITY to the uniform vendor within 10 business days of the end of each ordering month. The Fire Chief may authorize additional months based on special circumstances. Any change of style, color and inscription shall be decided by the DVP and Fire Chief or designee. If the vendor changes styles and/or material for our existing uniforms, the DVP and Fire Chief or designee shall meet and discuss the possibility of changing vendors. Replacement pants and shirts include dress uniforms. The employee is responsible for ensuring proper size is ordered and received.

Section 21.03

The employee is responsible for wearing these uniforms and reporting to work with them clean and neat in appearance. The wearing of the Jumpsuit in lieu of the uniform will be allowed for activities or times designated by the AUTHORITY.

Section 21.04

All items provided by the AUTHORITY, remain the property of the AUTHORITY and are to be used in accordance with the department work rules. Upon separation of employment, all uniform items, received in the previous twelve (12) months, that have not been discarded, due to wear or job related damage must be returned (or paid for) by the employee before their final paycheck will be issued.

Section 21.05

Wearing of uniforms off duty is prohibited with the exception of coming to or leaving work, or as otherwise directed.

Section 21.06

Employees are not permitted to wear jewelry which may become tangled during the course of his/her duties. Hoop earrings shall not be permitted while wearing the department uniforms. All jewelry must be able to be removed timely during an emergency response.

Section 21.07

Employees will maintain their hair in a clean and groomed condition. Employees who choose to have long hair shall keep it pulled back so as to prevent it from falling into an employee's face/eyes. Facial hair will be permitted so long as it is maintained in a clean and neat appearance and complies with the grooming standards outlined in the General Order and complies with all Federal and State regulations regarding infectious/biohazardous disease control and respiratory protection.

Section 21.08

The AUTHORITY shall provide all necessary protective equipment to include the following:

- One (1) Full set of Bunker Gear
- One (1) Head Sock
- One (1) Pair structural gloves
- One (1) Structural helmet
- One (1) Set of forestry brush fire fighting pants/coat
- One (1) SCBA mask with bag and eyeglass insert, if needed
- One (1) ANSI Class 3 Rain suit

Section 21.09

All protective equipment, listed in this article, excluding SCBA mask, shall comply with the current or one previous NFPA protective equipment standard at the time of issue, but in no instance be older than 10-years from date of manufacture and, the current or two (2) previous standards.

Section 21.10

The AUTHORITY shall also provide either to the individual employee or make available to each on duty employee the following equipment:

- One (1) Flashlight
- One (1) Pocket Mask or similar safety device

Section 21.11

Personal protective equipment will be replaced as soon as possible with cost incurred by the AUTHORITY, unless the employee is found to be negligent in caring for the property of the AUTHORITY.

Section 21.12

All the equipment in this section will be issued within 45-days of the employee's start date with the AUTHORITY. The AUTHORITY will not be held responsible for manufacture's delays over the 45-days.

Section 21.13 .

The ARFF Financial Officer will track the allotment amount spent by each employee based on actual cost charged by the vendor. The electronic tracking document shall be available for viewing by UNION employees.

The allotment is not an open amount that the employee is expected to spend each fiscal year. An employee shall not order more than one (1) style of footwear, one (1) jacket, or one (1) fleece, as required in the Uniform General Order, within a fiscal year. Additionally, no more than eight (8) of any one uniform item can be placed during an ordering period.

Employees hired between October 1 and March 31 shall receive fifty percent (50%) of the allotment. Employees hired between April 1 and September 31 shall only receive the uniforms listed for new employees.

Section 21.14

Newly promoted employees shall receive the following items within a reasonable time frame of accepting the position.

- Three (3) Short Sleeve Class A Officer Shirts White
- One (1) Long Sleeve Class A Officer Shirt White

Four (4) Officer Polos (Last Name/Rank)
Five (5) Officer Tee-Shirts
One (1) Class A Jacket
One (1) Class A Hat
One (1) Pair Class A shoes
One (1) Pair White Gloves
One (1) Set of Officer Brass
One (1) Uniform Tie
Two (2) Name Tags
Two (2) Serving since
Two (2) Badges

Section 21.15

All Class A uniform items shall be dry cleaned under the ARFF dry cleaning program vendor.

Article 22. SHIFT EXCHANGE

Section 22.01

Substitute approvals are done on a rank-for-rank basis or a higher rank for a lower rank

At no time will substitutions be allowed that would cause any employee to work more than seventy-two (72) consecutive total hours.

Section 22.02

Substitutions must be fully approved and placed on the master leave calendar prior to the substitution taking place, thus substitution requests should be submitted well in advance to ensure approval. During the time of 0600 and 0700 substitutions meeting the requirements in Section 22.01 shall not require a substitution form.

Employees are required to ensure the proper steps are followed and that the requested trade meets the requirements as outlined in this article. Submitting an invalid shift exchange request may cause the requesting employee to be subject to discipline regardless of approval by the Fire Chief or his/her designee.

STEPS FOR SIGNATURES AND APPROVAL

- (i) The employee requesting the substitution,
- (ii) The employee agreeing to substitution,
- (iii) Once the Fire Chief or his/her designee approves the substitution, it shall be placed on the calendar.

Section 22.03

A substitute for an employee needing to use sick leave when scheduled to work shall be allowed to use sick leave.

Section 22.04

The AUTHORITY shall not be held responsible or liable for employees owing (or not owing) other employees payback of time on shift exchanges. Employees agree to shift exchanges between themselves and at their own risk of not being paid back time if, for example, an employee is terminated while still owing other employees payback time.

Article 23. INCENTIVE PAY

INCENTIVE PAY

Employees within the bargaining unit shall be eligible to receive the following hourly incentives, up to a maximum of \$2.65 per hour, effective on the date this agreement is ratified by both parties. Employees must submit in writing their request for incentive pay adjustments using the attached form. The request must include which incentives he/she is requesting and must accompany the official grade or certificate. The incentive pay will become effective the next full pay period. Employees must notify the AUTHORITY in writing a minimum of two (2) weeks before a certification affecting Incentive Pay expires.

<u>CERTIFICATION</u>	<u>HOURLY AMOUNT</u>
EMT *1	1.00
Basic Instructor or higher, or Paramedic *2	.30
CPR Instructor *3	.30
Fire Inspector or higher *4	.30
Fire Officer I or higher *5	.45
Live Fire Training Instructor *7	.25
Apparatus and Pump Operator*8	.30
Airport Master Firefighter*9	.30

<u>CERTIFICATION</u>	<u>MONTHLY AMOUNT</u>
Associate Degree in Fire Science *6	50.00
Bachelor Degree *6	110.00

- *1 Employees must hold a current State of Florida EMT license and be privileged through Medical Director. The AUTHORITY maintains the right to require a minimum of six (6) licensed and privileged EMTs per shift. The AUTHORITY maintains the right to require all new bargaining unit members to hold and maintain a Florida EMT certificate as a condition of employment. Failure to hold and maintain certification is subject to progressive disciplinary action to include suspension and termination. As a condition of promotion all current bargaining unit members as of the date of this Agreement must hold a Florida EMT certification.
- *2 Any ARFF employee may be required to teach classes on duty when asked. State of Florida Basic Instructor or State of Florida Paramedic certificate employees may be required to create training outlines, instruct students, or modify training materials during normal workday hours.
- *3 Employees must hold current CPR Instructor license and are required to teach CPR or First-aid classes when asked, while on duty, or as scheduled with 30-days advance notice.

- *4 Employees must hold a current State of Florida Fire Inspector license and perform Inspections, work on pre-fire plans, or other related assignments as designated by the Fire Chief or designee during workday hours.
- *5 Employees must hold current State of Florida certificate, and teach related courses on duty when asked.
- *6 Employees must possess a degree in Fire Science at the level of Associate or Bachelor. The employee will be paid for the greater of the two, if more than one is held. These incentives will be the exact amount the AUTHORITY receives for said incentives, and will be paid monthly on the first check of the month.
- *7 To be certified as a LFTI in the State of Florida, an individual must successfully complete 40 hours of basic certification training and pass a state written examination in accordance with NFPA 1402, NFPA 1403, and NFPA 1500. LFTI certificate must be renewed and remain active.
- *8 Employees must be certified as a Fire Service Apparatus and Pump Operator in the State of Florida.
- *9 Airport Master Firefighter (AMF): Successful enrollment and completion of the program, to include passing the required examination. Once complete candidate must submit proof of completion.

**LEE COUNTY PORT AUTHORITY
ARFF DEPARTMENT**

INCENTIVE PAY REQUEST

In accordance with *Article 23 of the 2021 - 2024 Collective Bargaining Agreement*, I request the following changes to my Incentive Pay. As verification of entitlement, my official grade(s) and/or certificate(s) are attached.

CERTIFICATION	RATE	CURRENT INCENTIVE(s)	NEW INCENTIVE(s)	EXPIRATION DATE
EMT	1.00			
Instructor I (or higher) or FL Paramedic	.30			
CPR Instructor	.30			
Fire Inspector (or higher)	.30			
Fire Officer I (or higher)	.45			
Life Fire Training Inst.	.25			
Apparatus & Pump Operator	.30			
Airport Master Firefighter	.30			
TOTAL INCENTIVE (MAX)	2.65			
AS Degree in Fire Science	50.00			
Bachelor Degree	110.00			

Printed Name

Signature

Date

Route To:

_____ Fire Chief

_____ Update Incentive Charts (AC)

_____ RPA - _____

Effective Date - Next full pay period

Article 24. PENSION

Section 24.01

During the term of this Agreement, the AUTHORITY shall continue to participate in the Florida Retirement System.

Section 24.02

The AUTHORITY shall contribute to the Florida Retirement System as required by the provisions of the plan and Florida Statutes.

Article 25. INSURANCE

Section 25.01

LIFE INSURANCE

During the term of this Agreement, the AUTHORITY shall provide each full-time employee covered by this Agreement with a group term life insurance policy.

Section 25.02

The AUTHORITY reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the AUTHORITY.

Section 25.03

GROUP HEALTH INSURANCE

The AUTHORITY shall provide group health, dental, accidental death and dismemberment, and long term disability insurance to all bargaining unit employees. The benefits provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the AUTHORITY. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the AUTHORITY and the insurance company. Any time the AUTHORITY changes insurance carriers, bargaining unit employees will receive a copy of all health insurance benefits. The AUTHORITY may at any time change carriers for insurance, provided they maintain the same level of benefits to the bargaining unit members as offered to other Port Authority employees.

Retired bargaining unit employees may participate in the retiree health insurance program as offered to other retired Port Authority employees.

Section 25.04

If the AUTHORITY proposes a change in the level of benefits to both bargaining unit members and non-bargaining unit members/employees as provided in this article, the UNION and AUTHORITY shall meet to discuss and negotiate any changes and the impact of those changes within sixty (60) days of implementation, or as soon as the AUTHORITY becomes aware of the proposed change.

Article 26. EMPLOYEE ASSISTANCE PROGRAM (E.A.P.)

Section 26.01

The employees may be provided with the opportunity to utilize the AUTHORITY's Employee Assistance Program (EAP) under the rules and regulations of the AUTHORITY. Employees whose requests are initiated coinciding with or pursuant to a possible or proposed disciplinary / corrective action shall be afforded the opportunity to participate in the employee assistance program. All information relative to each participant's program involvement will only be recorded in a confidential medical file, with access limited as required by law. An employee's ability to use the EAP program will not impede the AUTHORITY from continuing the discipline process.

Section 26.02

Any employee who desires help through the EAP should contact the EAP directly. If any employee has a question about the EAP they may contact the Human Resources Department or his/her supervisor.

Article 27. RECOGNITION AWARDS

Section 27.01

The AUTHORITY agrees to recognize bargaining unit employees covered by this agreement for recognition awards in the same manner as other bargaining or non-bargaining unit AUTHORITY employees.

Article 28. DISCHARGE AND DISCIPLINE

Section 28.01

The disciplinary actions of the AUTHORITY consisting of: suspensions without pay, involuntary demotions, and dismissals shall be subject to arbitration.

Section 28.02

The AUTHORITY retains the right to discipline any employee. An employee is not entitled to any particular number of warnings prior to the imposition of discipline. Discipline shall be progressive and can start at any appropriate level.

Section 28.03

In determining the appropriateness of discipline, the AUTHORITY shall consider the seriousness and frequency of offenses, the employee's work history, past discipline and any other factor relevant to fair and appropriate discipline. Progressive discipline should be applied unless circumstances require immediate discharge.

Section 28.04

Disciplinary actions and employee performance older than twelve (12) months shall not be considered in determining the appropriateness of discipline.

Section 28.05

An employee shall have the right to a formal hearing prior to the imposition of discipline. At the formal hearing, the employee shall be informed of the following:

- (a) The employee's right to representation;
- (b) The charges under consideration; and
- (c) The general facts which form the basis of the disciplinary action.

Section 28.06

An employee subject to questioning regarding a disciplinary matter shall be informed of his right to representation except when an employee is questioned at or immediately after the time an incident occurs for the sole purpose of gathering facts. All questioning shall adhere to the Firefighters Bill of Rights in Florida Statute 112.80-112.84.

Section 28.07

For the purpose of this Article, one (1) day is equal to twelve (12) hours. Scheduled suspensions shall be enforced immediately, be concurrent with the employee's shift, and will not occur during a period

which includes; a day before a holiday, day of a holiday, shift exchange, already scheduled overtime, or other days agreed by the employee and Fire Chief. The employee will immediately surrender his/her Airport ID and will be issued the ID back upon reporting for the first scheduled shift subsequent to the suspension. For example, a four (4) day suspension would take effect on the employee's next shift starting at 0700 and continuing through the employee's next shift starting at 0700 after the suspension.

Section 28.08

Dismissal of initial hire probationary employees is not subject to arbitration, as their employment may be terminated at any time with just cause, or advance notice. The AUTHORITY may extend a new hire employee's probationary period up to six months. The employee must be notified of the increase in probation prior to his/her initial 12-month probation period expiring.

Article 29. DRIVER'S LICENSE

Section 29.01

Employees within the bargaining unit are required, as a condition of continued employment, to maintain a Florida Driver's License, or an issued permit to operate a motor vehicle.

During the period of time in which an employee is obtaining a "court authorization" driving permit the employee may utilize accrued sick, vacation leave, or shift exchanges.

Article 30. OUTSIDE EMPLOYMENT

Section 30.01

Any employee wishing to work any outside employment must submit a written request on the prescribed form, to the Fire Chief, within two (2) weeks of acceptance of employment.

Section 30.02

In the event that any outside employment represents a conflict of interest to the AUTHORITY, the employee will be asked to terminate their employment with that company. At no time shall the employee perform work outside the department that compromises his/her ability to perform his/her job description or responsibilities.

Article 31. TELEPHONES/CELLULAR TELEPHONES

Section 31.01 Telephone

As a condition of employment, all employees within the bargaining unit shall be required to obtain and maintain an operating telephone in their place of residence or obtain and maintain a cell phone. The employee must provide the AUTHORITY with the current primary contact telephone number at all times.

Section 31.02 Cellular Telephones

Employees shall utilize cell phones for all department recall procedures.

ARFF employees are expected to carry a cell phone at work and any time they are away from their residence, except during times that the employee is out of town or otherwise unable to respond. Employees must maintain the cellular telephone in working condition. Should a problem exist with the cellular telephone, the employee must notify the AUTHORITY immediately.

Article 32. UNION BUSINESS

Section 32.01

Members of the bargaining unit shall have the right to join the UNION or not join the UNION.

Section 32.02

The AUTHORITY will consider requests from the UNION's members for time off to attend the UNION business, training, seminars, or conventions, utilizing UNION time bank hours with the same restrictions as vacations. However, if the calendar is full, time off will still be granted by charging the time bank 1.5 hours for each one (1) hour off. If the UNION monthly meeting is being held on Airport property, he/she may be permitted to take his/her response vehicle to attend the meeting and shall not be charged UNION time bank hours.

Section 32.03

The UNION DVP shall be given two (2) hour with any newly hired or newly promoted employees during the orientation period. This time shall be used to provide the employees instruction on the collective bargaining agreement, which they must adhere to.

Section 32.04

To preserve the delivery of service and in accordance with Section 447.509, Fla. Statutes, the UNION, their members, agents or representatives or any persons acting on their behalf are prohibited from the following acts: soliciting public employees (solicitee or solicitor) during hours being paid by the AUTHORITY or distributing literature for new member recruitment during hours being paid by the AUTHORITY in areas where the actual work of public employees is performed, such as offices, and any such similar public installations. UNION representatives may speak to employees about joining or not joining the UNION when on a break, during flex time, or state of readiness periods.

Section 32.05

A complete list of UNION shift liaisons shall be furnished to the AUTHORITY and any changes shall be reported to the AUTHORITY.

Section 32.06

Bargaining unit members shall contribute five (5) hours of accrued_vacation leave time to the District 22 Union Time Bank during January of each year, but only if the Union Time Bank has less than 500 accrued hours. An employee who is not a member of the UNION and who does not wish to participate in the funding of the Union Time Bank may opt out of this program by providing written notice to both the AUTHORITY and the UNION.

Leaves as listed above shall be granted from the District 22 Union Time Bank so long as hours remain in the bank each calendar year. Once hours in the bank are exhausted to zero (0), no leave shall be granted from the District 22 Union Time Bank until contributions are made to the bank next January.

Deductions from the Time Bank will be taken from the District 22 Union Time Bank as provided and will be charged on an hour for hour basis. Should the request create overtime, then for each hour requested of one and a half hours will be removed from the bank. Deduction requests from the Time Bank must first be approved by the DVP and will bear said DVP's signature before the request is submitted to the department.

Article 33. TRAVEL REIMBURSEMENT

Section 33.01

When authorized by the AUTHORITY to use personal resources for travel on official business or approved training, employees shall be compensated at the rate(s) established in the AUTHORITY Purchasing Manual.

Article 34. MISCELLANEOUS PROVISIONS

Section 34.01 Change of Shift

The AUTHORITY agrees to give employees covered by this Agreement seventy-two (72) hour notice prior to changing an employee's shift designation. All vacation previously approved will be honored if requested by the employee within one week after the shift transfer. If a need for shift change is recognized, the AUTHORITY will first seek volunteers. If no volunteers come forth and no demonstrable difference exist, the least senior employee in the classification needed will be moved.

Section 34.02 Anniversary Date

The AUTHORITY agrees to maintain the employee's current anniversary date.

Section 34.03

The AUTHORITY shall allow one (1) International Association Fire Firefighter (IAFF) decal on each side of the vehicles operated by the members of the bargaining unit. The decals shall be approved by the Fire Chief and maintained in a neat and unfaded condition by the DVP. The decal shall be placed in an area that does not hinder visibility for the driver.

Section 34.04 Direct Deposit

All ARFF employees are required to utilize direct deposit for payroll and reimbursement.

Section 34.06 Tobacco Free

Employees hired after October 1, 2010, must maintain tobacco and electronic cigarette free while both at and away from work. Employees found utilizing tobacco products or electronic cigarettes are subject to progressive disciplinary actions to include suspension and termination.

Section 34.06 Areas of Responsibility

Members of the bargaining unit may not be assigned into the Administrative Battalion Chief position.

Article 35. EDUCATIONAL EXPENSES

Section 35.01 Reimbursement

The AUTHORITY shall provide the opportunity for educational expense reimbursement for classes and/or course work completed through an accredited school, college, university, authorized correspondence course, trade or other accredited institutions. Reimbursement of authorized educational expenses shall be at one hundred percent (100%) for a letter grade of "A", or if a passing grade is received from a course graded on a pass/fail system. For a "B" the employee will be compensated (90%) and for a "C" (80%). Employees shall also be provided reimbursement for course materials that are not available in the department's library. Reimbursement will not be provided for a grade lower than a "C" or failing grade, or for courses not completed. Upon reimbursement all books, pamphlets, and/or other written course materials shall be turned over to the AUTHORITY, except those materials which the employee paid for separate from tuition. Such payments are available to employees and must be for readily identifiable and directly applicable fire services courses or courses relating to the employee's job duties. Applications for educational expense reimbursement must be submitted to your supervisor at least fourteen (14) days prior to the start of the course. The course must be approved by the Fire Chief and Human Resources Director prior to commencement of the class or course. If the class or course was disapproved, the Fire Chief or his designee shall contact the employee before the designated start date to inform him/her, so the employee may have the ability to obtain a course/class refund. The employee may be called for the transfer of this information of disapproval. Educational expense reimbursement will be authorized in conjunction with the prevailing rates as stipulated by the educational facility or institution.

Section 35.02 College Degree Courses

If approved, college degree courses will be reimbursed based on Section 35.01 Reimbursement, however the AUTHORITY will not pay travel expenses and the employee must make arrangements for time off. Employees seeking a degree shall have their degree approved by the Fire Chief, Human Resources, and the Executive Director prior to enrollment in a degree program.

Section 35.03 Incentive Pay Courses

- (a) Courses required to receive any new incentive pay will be reimbursed based on Section 35.01. Reimbursement, however the AUTHORITY will not pay travel expenses and the employee must make arrangements for time off.
- (b) Courses required to keep a current incentive will be reimbursed based on Section 35.01. Reimbursement, and the AUTHORITY will pay approved travel. In determining approval, the requirement for overtime shall be considered, along with the availability of funds.

Section 35.04

Original paid receipts and official grades shall be submitted when requesting reimbursement after completion of the course or a memo must be provided explaining that the receipt is what the employee received and not one the employee duplicated.

Article 36. BULLETIN BOARD

Section 36.01

The cost of the board and all other incidental costs and posting of UNION materials will be borne by the UNION. No other bulletin boards, other than the approved bulletin board shall be utilized for dissemination of UNION material.

Section 36.02

All materials to be posted shall receive prior approval from the DVP, Shop Steward(s) or Fire Chief and shall bear their initials.

Section 36.03

The interdepartmental mail or interdepartmental vehicle operations between stations shall be authorized to carry such materials.

Article 37. PROMOTION AND TRAINING

Section 37.01 Captain Requirements

In the event the AUTHORITY determines there is a vacancy for ARFF Captain, promotions to this position will be made from a register developed in accordance with this article.

1. All qualified LCPA ARFF personnel that meet the qualifications will be tested first.
2. After the second attempt, the AUTHORITY may open testing to outside personnel.

Section 37.02 Battalion Chief Requirements

In the event the AUTHORITY determines there is a vacancy for Battalion Chief, promotions to this position will be made from a register developed in accordance with this article.

1. All qualified LCPA ARFF personnel that meet the qualifications will be tested first.
2. After the second attempt, the AUTHORITY may open testing to outside personnel.

The ARFF Captain or Battalion Chief will be responsible for all prior level knowledge and skills, as well as those incorporated into the ARFF Captain or Battalion Chief training program. Stand-alone areas of knowledge from previous position testing shall not be retested as a part of this position. Areas that were previously tested and are now a larger part of this position shall be evaluated. This position is a specialist in aircraft rescue and firefighting procedures and, as such, is highly trained in the aircraft systems associated with the profession. Once an opening is expected, the department shall post a notice in accordance with Human Resources procedures and policy for an Opportunity to Promote. Each candidate must submit a resume during the posting period in order to be eligible. Testing methodology shall be determined by the Officer Promotional Testing GO. Candidates' scores will be ranked highest to lowest. The Fire Chief will make the final decision on filling the vacancy.

The testing date shall occur between two (2) weeks and four (4) weeks from the date of request and when convenient to all parties taking and performing the exam.

Section 37.03 Training Media

The department shall provide each employee in a promotional training program with a copy of the training materials either in hard copy or electronic format.

Section 37.04 Shift Training

Shift training shall occur mainly during regular shift operations hours and shall not interfere with other department activities such as emergency response, promotional training, and physical fitness times.

Article 38. OCCUPATIONAL MEDICAL EVALUATION

Section 38.01

In an effort to maintain the health and well being of the employees covered by this agreement, the AUTHORITY agrees to furnish all employees with a Physical Exam once a year, or more frequently, at the Fire Chief's discretion. All employees will be given fourteen (14) days notification of any such physical exam. The physician will be provided NFPA 1582, so that he/she understands what is required.

Section 38.02

Any results of the physical examination and/or test results shall, unless otherwise required by law, be held confidential between the physician, Human Resource HIPPA Officer, and the employee. If the results of the physical examination and/or tests reveals a condition that could affect the employee's ability to perform his or her job responsibilities, the Human Resource HIPPA Officer may notify the Fire Chief, but shall not disclose the medical condition of the employee. The Human Resource HIPPA Officer shall only notify the Fire Chief if the employee is unfit for duty.

Section 38.03

The AUTHORITY and UNION will select a medical provider to provide the annual physicals in accordance with NFPA 1582 in September. Medical exams will be conducted the first two weeks in November. The exams and test are to be performed at Station 92. The AUTHORITY may elect to pay or request the employee submit the annual physical through the AUTHORITY's provided insurance carrier. The employee shall be reimbursed for the co-pay if requested by the AUTHORITY. The employee will sign a waiver so that the medical provider can release the results of the annual physical to the Human Resource HIPPA Officer.

Section 38.04

The physical exam will follow the Occupational Medical Exam form, the UNION and AUTHORITY agree, that the Fire Chief, Human Resource HIPPA Officer, or Physician can modify the form as needed and any changes shall be submitted to the UNION DVP for review.

OCCUPATIONAL MEDICAL EVALUATION
Lee County Port Authority
Aircraft Rescue & Fire Fighting Department

COMPANY NAME:

Lee County Port Authority
 Human Resources Department
 Attn: HIPPA OFFICER
 11000 Terminal Access Road
 Fort Myers, FL 33913

SERVICES: Annual Physical Exam compliant with NFPA 1582

REPORTING PROCEDURES: 48-72 hour ppd read conducted by department will be sent to physician and HIPPA Officer.

If ppd read in positive, please do CXR if needed and notify the Human Resource HIPPA Officer at 590-4530 and make sure a work status report is filled out and sent to the Human Resource HIPPA Officer.

Physical exam results will be sent to the Human Resource HIPPA Officer.

FORMS: Client to bring completed Medical History statement form if this is their first visit, and they all bring a Consent to release work status report form. (Physical cannot be completed without signed consent form)

Comprehensive Physical Exam	
<i>Physical Exam (NFPA 1582)</i>	Annually
Vision (Titmus)	Annually
Hearing Exam	Annually
Skin cancer assessment	Annually
Personal Consultation with review of testing results	Annually
Cardio Pulmonary Assessment	
Echocardiogram (Heart Ultrasound)	Annually
Resting EKG	Annually
Treadmill Stress Test with EKG	Annually
Carotid Arteries Ultrasound	Annually
Aortic Aneurysm Ultrasound	Annually
Pulmonary Function Test	Annually
Cancer and Disease Assessment	
Thyroid Ultrasound	Annually
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds	Annually
Bladder Ultrasound	Annually
Pelvic Ultrasound for Women (external, Ovaries and Uterus)	Annually
Testicular Ultrasound for Men	Annually
Prostate Ultrasound for Men	Annually

Blood and Laboratory Tests	
Hemoccult Test	Annually
Urinalysis	Annually
Lipid Panel	Annually
Diabetes Tests (Hemoglobin A1C and Glucose)	Annually
Complete Blood Count	Annually
Comprehensive Metabolic Panel	Annually
Thyroid Panel	Annually
Testosterone, Total (men)	Annually
PSA (men)	Annually
CA-125 (women)	Annually
Fitness Program (NFPA 1582 Guidelines)	
Fitness and Agility Evaluation	Annually
Body Composition Analysis	Annually
Stretching/Flexibility/Endurance Analysis	Annually
Nutrition and Diet Recommendations	Annually
Personal Fitness Recommendations	Annually
Medical Clearances	
OSHA Respirator Medical Clearance	Annually
Firefighter Medical Clearance	Annually

Additional Tests	
Chest X-Ray with Radiologist review	Every Three Years
Urine Drug Screen, DOT 10 Panel	Annually
Hepatitis A, B, or C test each	One Time
Hepatitis Vaccines each shot (A=2 shot series, B=3 shot series)	One Time
Hep B Titers (as needed)	One time or as needed
HIV	Voluntary (if requested)
Cholinestrase and Heavy Metals (Hazmat)	Annually
Tetnus/DP	Every 5 Years
Quantiferon Gold (TB Blood Test)	Annually

Article 39. OVERTIME

Section 39.01

The UNION and AUTHORITY agree that the Captains will be paid at one (1) and one-half (1/2) times their hourly rate for all hours worked in excess of two hundred and twelve (212) hours in a twenty-eight (28) day period. For purposes of calculating overtime, in addition to time actually worked, vacation leave, and birthday will be counted as hours worked. The Fair Labor Standards Act period shall begin on the first full pay period after approval of the Collective Bargaining Agreement by Board of Port Commissioners.

If a Captain who is not on duty is recalled to duty the Captain shall be guaranteed a minimum of two hours (2) overtime pay. Captains called in to work prior to the start of their shift or held over on duty for not a de minimus time after the expiration of a scheduled shift shall be guaranteed a minimum of two (2) hours overtime pay.

Section 39.02

Battalion Chiefs will be paid at straight time for all hours worked in excess of two hundred twelve (212) hours in a twenty-eight (28) day period. For purposes of calculating overtime, in addition to time actually worked, vacation leave, and birthday will be counted as hours worked. The Fair Labor Standards Act period shall become effective on the first full pay period after approval of the Collective Bargaining Agreement by the Board of Port Commissioners.

Section 39.03

When responding to an emergency reimbursable by State or Federal aid, hours worked will be defined by State or Federal standards or those hours that correspond to an employee's normal shift.

Section 39.04

Employees can work no more than seventy-two (72) consecutive hours without being followed by a minimum of twelve (12) hours off-duty.

Section 39.05

During required Federal Aviation Administration (FAA) Part 139 live fire training the employees will be paid for all time spent traveling from Station 92 to the city of the training, completing the training, and traveling back to Station 92. The only exception would be regular scheduled duty days when the employee would be paid no less than his/her regularly scheduled work hours.

Article 40. STATIONS AND POST

Section 40.01

The AUTHORITY shall provide and maintain fixtures, equipment, and supplies at the fire stations.

The AUTHORITY agrees to maintain or replace all existing items at all locations. These items can be altered or substituted with mutual consent of the Fire Chief and DVP, or their designee.

Section 40.02

All carpet and chairs with fabric shall be cleaned annually and pest control services shall be provided by the AUTHORITY.

Minor maintenance of items by the UNION is encouraged if the employee is able.

Article 41. SAVINGS CLAUSE

Section 41.01

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article 42. TERM OF AGREEMENT

This Agreement shall be effective October 1, 2021, upon ratification by both parties. This agreement shall continue in full effect from year to year and shall expire at midnight, the 30th day of September 2024.

If the parties do not reach an agreement by the Agreement expiration date, the existing terms and conditions shall continue until a new agreement is reached or the impasse is resolved. Negotiation shall commence by March 1, 2024.

IN WITNESS WHEREOF, the parties have set their signatures this 3rd day of August, A.D. 2021.

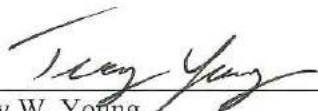
FOR THE AUTHORITY:


Benjamin Siegel
Executive Director

FOR THE UNION:


Henry Garcia
Local 1826 Vice President


Clint Walker
Local 1826 District 22 Vice President


Tracy W. Yotting
Fire Chief

Ratified by the bargaining unit this 8 day of August, 2021


(Signature)

Clinton Walker PVP District 22
(Name/Title)

Approved by the Lee County Board of Port Commissioners this _____ day of _____, 2021.

(Signature)

(Chairman or Vice Chairman)

ATTEST:
Linda Doggett, Clerk

By: _____
(Deputy Clerk)

Approved as to form for the Reliance of Lee County Port Authority Only:

Office of Port Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board Approval of Voluntary Cooperation Agreement between Lee County Sheriff's Office and Lee County Port Authority Police Department</p> <p>2. FUNDING SOURCE: No funding required</p> <p>3. TERM: Termination upon written execution of chief executive officers and receipt of delivery.</p> <p>4. WHAT ACTION ACCOMPLISHES: Recommend Board approve Voluntary Cooperation Agreement between Lee County Sheriff's Office and Lee County Port Authority Police Department</p>	<p>5. CATEGORY: 14. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Steven C. Hennigan</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

Florida law enforcement agencies have authority under Florida Statutes, Chapter 23, Part I, the Florida Mutual Aid Act, to enter into a Voluntary Cooperation Agreement which, among other things, provides for cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

The Voluntary Cooperative Agreement between the Lee County Port Authority and the Lee County Sheriff's Office is an effective, proactive interagency agreement designed to reduce crime, protect critical aviation infrastructure, and better equip our officers with the protocols needed to address suspicious or criminal activity while performing their duties. The agreement also allows LCPSA APD to address dangerous or unsafe behaviors/activity witnessed within the County's jurisdiction. Furthermore, the agreement serves the interests, health, safety and welfare of the visitors and residents of Lee County, Florida.

Staff requests Board approve the Voluntary Cooperative Agreement between the Lee County Sheriff's Office and the Lee County Port Authority Police Department, which shall become effective immediately upon being fully executed, and it shall remain in full force and effect until terminated by the delivery of written notice from either party to the other.

Attachment:
1. LCSO Voluntary Cooperative Agreement

11. RECOMMENDED APPROVAL					
DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Steven P. Hennigan</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 (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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**Voluntary Cooperation Agreement
Between
Lee County Sheriff's Office
And
Lee County Port Authority Police Department**

WHEREAS, the Lee County Sheriff's Office (LCSO) and the Lee County Port Authority Police Department (LCPAPD) have the responsibility to enforce the laws and promote the safety and security of persons within their respective jurisdictions; and

WHEREAS, the Sheriff and the Lee County Port Authority (LCPA) recognize that there is a need for multi-jurisdictional responses and cooperation to reduce crime, protect critical aviation infrastructure, better equip officers with the tools to address suspicious or criminal activity while performing their duties as well as address dangerous or unsafe behaviors witnessed within the County; and

WHEREAS, it is in the best interests of the health, safety and welfare of the visitors and residents of Lee County to enter into this Agreement; and

WHEREAS, continuing inter-jurisdictional law violations and threats to the safety and security of persons and property within Lee County require the voluntary cooperation of affected law enforcement agencies for the mutual benefit of the agencies; and

WHEREAS, Florida law enforcement agencies have the authority under Florida Statutes, Chapter 23, Part I, the Florida Mutual Aid Act, to enter into a voluntary cooperation agreement which, among other things, provides for cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

NOW, THEREFORE, the parties agree to enter into this Voluntary Cooperation Agreement as follows:

1. Voluntary Cooperation

LCSO and LCPAPD agree to request the voluntary assistance of the other, when such assistance is needed, when dealing with any incident, security event, natural disaster or violations of Florida Statutes, to include, but not necessarily be limited to the following: investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities; inter-agency task forces and/or joint and independent investigations; sharing of intelligence information and video; criminal investigation and crime scene assistance; riots or crowd control; Bomb Squad/Hazardous Device Squad (HDS) assistance; and canine (K-9) assistance.

2. Routine Law Enforcement Matters

A. The parties may request the voluntary assistance and cooperation of each other relating to routine law enforcement matters. Both parties may render aid to one another for any in-progress law enforcement matter to include, but not limited to, traffic stops, arrests, search warrants, criminal investigations, development of intelligence, collection of evidence of past, present or future criminal activity, or the apprehension of those suspected of criminal activity.

B. On-duty law enforcement officers of either agency enforcing traffic laws and conducting traffic accident investigations pursuant to this section shall be under the direction and authority of the commanding officers of their employing agency.

C. LCSO agrees that LCPAPD may enforce Florida law in unincorporated Lee County, to include but not limited to moving violations, breach of peace, equipment violations, and licensing and registration violations in unincorporated Lee County.

D. Search warrants obtained incident to LCPAPD investigations for service in unincorporated Lee County shall continue to be served with the aid of LCSO. LCPAPD officers participating in the service of such warrants shall do so pursuant to this Agreement. Persons arrested by LCPAPD officers under this Agreement and for crimes committed on LCPA property or airport premises shall remain the responsibility of and in custody of LCPAPD officers until turned over to LCSO for booking at its corrections facility. Evidence and other property seized under warrants obtained by LCPAPD or in connection with arrests made pursuant to this Agreement shall remain the responsibility of and in custody of LCPAPD.

E. On-duty officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in either of the undersigned jurisdictions. If enforcement action is anticipated, the location and nature of the investigation will be reported to the agency's on-duty communication center of the primary jurisdiction where the suspect is located and follow the procedures listed in Section 3. LCPAPD officers shall not routinely commence investigations of crimes or actively seek out criminal activity occurring outside of their primary jurisdiction.

3. Notifications

A. On attempting to effect an arrest or control an imminently dangerous situation, (e.g., hot pursuit), the communications division of the pursuing agency will have the responsibility of following its standard procedures to alert other jurisdictions.

B. In situations where LCPAPD officers wish to initiate or continue a latent investigation outside their primary jurisdiction, where officers anticipate an imminent arrest in any unincorporated area of Lee County, proper notification should be afforded the LCSO consistent with both the standard operating procedures of both agencies. Routine witness contacts and similar law enforcement or non-custodial functions do not require notification of LCSO. LCSO agrees to notify LCPAPD investigative unit of investigations occurring within LCPA primary jurisdiction.

C. For any arrest or investigation originating in unincorporated Lee County, LCSO shall have the right to take over the arrest, case, or subsequent law enforcement actions. LCSO also has the right to decline, in which case LCPAPD agrees to, if practical; continue the arrest or investigation, pursuant to the authority in section VII.

D. Investigations initiated or continued outside the primary jurisdiction of LCPAPD involving covert investigative techniques require proper notification to LCSO. Similarly, the LCSO has the responsibility of notifying LCPAPD of covert operations conducted by LCSO within LCPAPD jurisdictional limits. Compliance with the above ensures the safety of the officers, the continued cooperation between enforcement agencies operating in Lee County, and serves to quash any jurisdictional arguments which may prevent successful prosecution.

E. Sensitive covert investigations requiring the highest level of confidentiality should be dealt with at the executive level to ensure the integrity of the investigation and complete cooperation between agencies.

F. Law enforcement officers rendering assistance or taking action outside of their primary jurisdiction, where an arrest is made, shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed, in accordance with their home agency's policy. Copies of these reports will be furnished to the agency having primary jurisdiction.

4. Supervisory Responsibility

Each agency shall retain control of, and supervisory responsibility for, its own employees while acting pursuant to this Agreement. However, both agencies reserve the right to decide final action on emergency response situations occurring in their primary jurisdiction.

5. Costs

Each agency shall provide, at its own expense, and bear the risk of loss of, all equipment required or used by the agency for its own operations pursuant to this Agreement. Each agency shall also be responsible for the compensation of its own

employees and all associated costs, to the same extent as if the affected employee(s) were on duty within their respective employer's primary jurisdiction.

6. Liability and Indemnification

Each agency shall retain liability for the acts and omissions of its own employees acting pursuant to this Agreement subject to the provisions of Section 768.28, Fla. Statute. Nothing in this Agreement is intended to be a waiver or limitation to any party's sovereign immunity rights.

7. Powers and Privileges

Appointees or employees of each agency, including reserve and auxiliary employees, when acting extra-jurisdictionally pursuant to this Agreement, shall have the same powers, duties, rights, privileges, immunities and benefits just as if the appointees or employees were acting within their primary jurisdiction.

8. Effective Date

This Agreement shall become effective immediately upon being fully executed, and it shall remain in full force and effect until terminated by the delivery of written notice from either party to the other, in accordance with Section 11 below. This Agreement may not be modified, except in writing signed by both parties.

9. Jurisdiction and Governing Law

The validity, interpretation and enforcement of this Agreement and all claims arising from and/or related to this Agreement as well as all claims between the Parties will be exclusively governed by and construed in accordance with the laws of the United States and Florida. All litigation related to this Agreement in any way, including, but not limited to, enforcement of the terms, rights, duties, and obligations imposed herein, shall lie exclusively in the state or federal courts situated in Lee County, Florida.

10. Conflicts


Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

11. Termination

This Agreement may be terminated by any party upon written notice to the other parties, effective when received. Termination will be at the discretion of the chief executive officers of the parties.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 20__.

LEE COUNTY SHERIFF'S OFFICE
Carmine Marceno, Sheriff
14750 Six Mile Cypress Parkway
Fort Myers, FL 33912
(239) 477-1000

 0/8/20 _____ Date 8/20/21

Approved as to Form:



ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of the Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve:</p> <ul style="list-style-type: none"> - A 3.25% wage increase for the Airport Police Department's Collective Bargaining Unit, effective October 1, 2021. - Reimbursement of up to \$300 annually for supplemental personal law enforcement liability insurance. <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: Effective October 1, 2021.</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides the APD collective bargaining unit employees with a wage increase of 3.25% effective October 1, 2021. Amends the LCPA Personnel Policies and Procedures Manual to add a new provision to reimburse sworn APD officers up to \$300 a year for supplemental liability insurance, effective October 1, 2021.</p>	<p>5. CATEGORY: 15. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS)</p> <p>NAME <u>Steven C. Hennigan</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

LCPA has been negotiating with the Airport Police Department (APD) Police Officers and Traffic Control Specialists through their union, Teamsters Local Union No. 79, over a new collective bargaining agreement (CBA), since the current CBA expires on September 30, 2021.

In June 2021, LCPA met twice with the Teamsters Local Union No. 79 and representatives of the collective bargaining unit to negotiate a new CBA for the proposed FY2022-2024 contract period. Negotiations were productively engaged by both parties and progress was being made towards reaching a new CBA.

However, on July 29, 2021, the Union notified the LCPA that “[t]here is a very good chance that Teamsters Local 79 will be disclaiming interest in the LCPA bargaining unit soon.” The Union also requested that the bargaining sessions scheduled for August 9-10, 2021 be cancelled. The Authority honored the Union’s request and cancelled those bargaining sessions.

In accordance with Article 32, Wages, Section 32.06 of the current CBA, the Authority has informed members of the bargaining unit that it intends to implement the 3.25% wage increase proposed by LCPA during negotiations. The 3.25% wage increase is commensurate with the increases offered to other LCPA employees, both union and nonunion.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Steven P. Hennigan</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>
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Background (continued)

The minimum and maximum rates for 2022 were adjusted with the wage proposal. For 2022 the increase for all Police Officer classifications is 12.23% and for Security Agents is 13.75%. There has been no adjustment to the minimum and maximum rates since 2018.

<u>Job Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Police Officer	\$50,900.00	\$81,437.25
Senior Police Officer	\$53,135.16	\$85,013.24
Master Police Officer	\$55,370.90	\$88,589.78
Security Agent I (Traffic Control)	\$31,200.00	\$48,357.20

In 2023 and 2024 these rates will be adjusted by 3%.

Staff recommends the Board approve the 3.25% wage increase for all APD bargaining unit employees effective October 1, 2021.

LCPA currently provides general liability insurance to all eligible employees, including police officers, who are covered both under general liability and law enforcement-related liability policies. However, the Authority has learned during the course of CBA negotiations that many officers have procured their own personal liability insurance coverage to protect them for claims arising from their employment that may not be covered under the Authority's insurance.

In order to protect APD officers who have elected to obtain such supplemental insurance, staff recommends that the Board approve a Resolution to amend Section 500 of the LCPA Personnel Policies and Procedures Manual to add a new provision, Part 518: Law Enforcement Officer Supplemental Liability Insurance. This policy would allow the Authority to reimburse all sworn APD officers for the premiums paid for such coverage, up to a maximum of \$300 annually. Officers must submit documentation to Human Resources in order to receive reimbursement.

The proposed Resolution is attached as Exhibit A, and the proposed policy is attached as Exhibit B. The approved changes would be effective October 1, 2021.

A RESOLUTION OF THE LEE COUNTY BOARD OF PORT COMMISSIONERS AMENDING THE PORT AUTHORITY PERSONNEL POLICIES AND PROCEDURES MANUAL PROVIDING FOR AMENDMENT TO SECTION 500 REGARDING REIMBURSEMENT FOR AIRPORT POLICE OFFICERS FOR SUPPLEMENTAL LIABILITY INSURANCE COVERAGE, PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of Port Commissioners of the Lee County Port Authority, adopted an amended and restated Personnel Policies and Procedures Manual for the Port Authority as Port Authority Resolution No. 17-06-37 on June 22, 2017, and No. 18-09-12 on September 6, 2018; and,

WHEREAS, the Board of Port Commissioners desires to amend Part 500 of the Port Authority Personnel Policies and Procedures Manual to add a new provision authorizing reimbursement of Airport police officers who obtain private personal supplemental law enforcement liability insurance coverage.

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

1. The above preamble is accepted and approved as true and accurate, and is adopted and incorporated as if set out herein at length.
2. The proposed amendments to Section 500 of the Lee County Port Authority Personnel and Policies Procedures Manual, with new language underlined and deleted text shown in strike-through text, are hereby approved as attached and incorporated herein as Exhibit "A".
3. The provisions of this Resolution are severable, and it is the Board's intention to confer to the whole or any part of this Resolution, the powers herein provided for. If any provision of this Resolution is held unconstitutional by a court of competent jurisdiction, the decision of the court will not affect the remaining provisions. It is the Board's intent that this Resolution would have been adopted without such unconstitutional provision.

RESOLUTION NO. _____

4. This Resolution may be revised without approval by the Board to correct typographical or administrative errors that do not change the tone, tenor or concept of the Resolution.
5. The revised Port Authority Personnel and Policies Procedures Manual adopted by this Resolution shall supersede all prior statements of personnel policies and procedures for the Lee County Port Authority and shall take effect immediately.

Commissioner _____ made a motion to adopt the foregoing Resolution, seconded by Commissioner _____. The vote was as follows:

KEVIN RUANE	_____
CECIL PENDERGRASS	_____
RAY SANDELLI	_____
BRIAN HAMMAN	_____
FRANK MANN	_____

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2021.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Kevin Ruane, Chair

Approved as to Form for the Reliance of
Lee County Port Authority Only:

BY: _____
Office of the Port Authority Attorney

Exhibit "A"

BENEFITS
SECTION 500

Section 500: Benefits

Part 518: Law Enforcement Officer Supplemental Liability Insurance

A. In order to protect Port Authority law enforcement officers, insurance coverage is detailed below.

1. The Port Authority provides liability coverage for law enforcement officers under existing liability insurance policies.
2. All sworn airport police officers will be entitled to reimbursement for supplemental personal law enforcement liability insurance coverage if they elect to have taken out such policies, under the following conditions.
 - a.) The Port Authority will not advise or recommend specific coverage or plans.
 - b.) Officers must submit documentation to Human Resources evidencing such supplemental coverage and payment of applicable policy premiums.
 - c.) Upon receipt of acceptable documentation, officers will be reimbursed up to a maximum of \$300 annually (i.e., on a calendar basis).

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 21-32MLB: Palm Frond Trimming at Southwest Florida International Airport to P&T Lawn and Tractor Service, Inc., the lowest, most responsive, responsible bidder in the estimated annual amount of \$41,200 per the terms and conditions of the contract, and authorize the Executive Director to approve and execute the contract renewal terms.
2. **FUNDING SOURCE:** General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport. Funds are available in Account String WJ5300041200.503490, Other Contracted Services.
3. **TERM:** One initial three-year term with one (1) additional two-year renewal period with services to commence on or around October 01, 2021.
4. **WHAT ACTION ACCOMPLISHES:** Awards RFB 21-32MLB: Palm Frond Trimming to P&T Lawn and Tractor Services, Inc. the lowest, most responsive, responsible bidder in the estimated annual amount of \$41,200 per the terms and conditions of the contract and allow the Executive Director to extend one (1) additional two-year renewal.

5. **CATEGORY:** 16.
Consent Agenda

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

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

NAME Steven C. Hennigan

DIV. Aviation

10. **BACKGROUND:**

On June 3, 2021, the Lee County Port Authority released a Request for Bid RFB 21-32MLB for Palm Frond Trimming for Southwest Florida International Airport. The RFB was advertised through Ion Wave (LCPA's electric quoting system), LCPA's website, Airports Council International - North American (ACI-NA), Florida Airports Council (FAC), and Airport Minority Advisory Council (AMAC). Ninety-five (95) vendors were notified of the RFB. Two (2) companies responded to the RFB and submitted a completed bid package by the deadline of July 7, 2021.

Services are utilized to trim the 2,245 palm trees identified within RFB 21-32 MLB due to the location and height of the trees, proximity to busy roadways, heavy maintenance of traffic (MOT) and the need for specialized equipment. These are high-maintenance palm trees requiring palm frond trimming two to three times per year. Properly manicured trees and landscaping along the entrance roads and parking facilities of the airport contribute greatly to the overall aesthetics

11. RECOMMENDED APPROVAL

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

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

and public perception of RSW.

Staff recommends the Board approve the service provider agreement, which includes an initial three-year contract term with a single two-year additional extension at the discretion of the Authority and executable by the Executive Director. The annual estimated amount for Palm Tree Trimming is \$41,200 or \$206,000 for five years.

Attachments:

1. RFB 21-32MLB: Palm Frond Trimming
2. Bid Tabulation of RFB 21-32MLB
3. Supplier Response P&T Lawn and Tractor Service, Inc.
4. P&T Lawn and Tractor Service, Inc. Bid Form
5. Notice of Intent to Award
6. Draft Service Provider Agreement



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

REQUEST FOR BIDS (RFB) 21-32MLB

FOR

**PALM FROND TRIMMING AT THE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

DATED: 6/3/2021

PURCHASING OFFICE DESIGNATED CONTACT

Megan Bowman, Procurement Agent
Telephone: (239) 590-4558
E-mail: mlbowman@flylcpa.com

NON-MANDATORY PRE-BID MEETING:

Thursday, June 10, 2021 10:00 a.m. local time at the
Terminal-3rd Floor-Charles P. Bailey Conference Room
11000 Terminal Access Road
Ft. Myers, FL. 33913

INQUIRIES & CLARIFICATION REQUESTS DEADLINE:

Thursday, June 17, 2021 by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION DUE DATE AND TIME:

Wednesday, July 7, 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/jzs-wvfk-mhh
Phone Number: (US) +1 [1 661-543-0092](tel:16615430092) PIN: 996 015 874#

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 perform **Palm Frond Trimming for the Southwest Florida International Airport**, 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.

PRE-BID MEETING

A non-mandatory pre-bid meeting has been scheduled and will be held at the location and time stated on the cover page.

The purpose of the pre-bid meeting will be to discuss the requirements and objectives of this Request for Bids. 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 the date and time stated on the cover page. 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.**

RFB 21-32MLB: PALM FROND TRIMMING



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.

Megan Bowman, Procurement Agent
Phone: (239) 590-4558 | Email: mlbowman@flylcpa.com

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

[Remainder of page intentionally left 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 CLARIFICATION 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 Procurement 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 will become part of the bid documents as if contained in the originally issued solicitation documents.

A.05 ACCESSING SOLICITATION 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 will 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 will, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.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 will prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder’s submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be completed. 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 section 119.0701, Florida Statutes, to the extent a successful Bidder is performing services on behalf of the Authority, the 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 sections 119.071(3) and 331.22, Florida Statutes, 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, will be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

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) Florida Statutes, 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; 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 may file a written notice of intent to file a protest with the Purchasing Office, but 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, must be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor will 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 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.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 will constitute legal grounds for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the agreement properly executed by the successful Bidder, the Authority will submit the agreement for review and approval of the Board of Port Commissioners; complete the execution of the awarded 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 will 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

Payment will be made in accordance with the awarded bid pricing for the goods and/or services completed and accepted by the Authority and upon receipt of the successful Bidder's invoice. **All invoices must include purchase order number or agreement number, as applicable, and must 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, 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 must 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 will 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]

[Remainder of page intentionally left blank]

**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-recognized legal business entity in good standing and authorized to conduct business in the State of Florida.

Documentation of registration and status is requested, but not required, as the Authority will verify with the Division of Corporations.

Further, Bidder must provide evidence that it has been in continuous operation providing the services that are subject of this RFB for a minimum of two years (3) prior to the date the bid is due to be submitted.

Provide reference information on Form 7, attached. The Authority will use this information to verify this minimum qualification has been met. .

Bidder must provide an ISA Arborist certificate with bid.

Include ISA Arborist certification and evidence that certificate holder is an employee of Bidder's company. If a subcontractor is being used to meet this minimum qualification, please disclose the name of the subcontractor.

B.02 BASIS OF AWARD

The award will be made to the responsive and responsible Bidder having the lowest total base bid. The lowest Bid will be based on the grand total of all three years of the base bid.

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

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

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

The Authority reserves the right to make such 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 must be provided by the Bidder. Such information may include, but will 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 include labor, travel, materials, and equipment that will be needed to perform the work specified in the solicitation documents.



B.04 INVOICING AND BILLING

Invoices must be itemized and must detail the work performed and accepted by the Authority. At minimum, the invoice will indicate the quantity per each type of palm trimmed the unit cost and the extended cost.

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, with the option to renew for one additional two (2) year period if mutually agreed by the parties. The total contract duration will not exceed 5 years. If the renewal option is exercised it will be under the same terms and conditions and pricing schedule as year three.

Written notice of intention not to renew must be submitted by the successful Bidder at least ninety (90) days prior to the end of the current contract term.

B.06 GENERAL INFORMATION AND REQUIREMENTS

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. 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.

[END OF PART B

[Remainder of page intentionally left blank]

PART C SCOPE OF SERVICES

C.01 PURPOSE

The Authority seeks a qualified bidder to furnish all labor, equipment and tools required to perform palm frond trimming on an as-needed basis.

All work described herein must be fully and properly completed in accordance with the requirements of the RFB and any resulting agreement entered into with the Authority.

C.02 TREES TO BE TRIMMED

Sable (Cabbage) Palm Frond

- Remove loose old boots
- Remove any nicked or damaged fronds that are hanging
- Trimming to “9 o’clock and 3 o’clock” - No hurricane cuts

Medjool Palms

- Remove loose boots.
- Should be clean and have pineapple like appearance

Veitchia Palm

- Remove any frond that is 30% dead or more
- Trimming to “9 o’clock and 3 o’clock”. No hurricane cuts
- Remove any nicked or damaged fronds that are hanging (accidentally hit with saw)

Royal Palms

- Remove any nicked or damaged fronds that are hanging (accidentally hit with saw)
- Trimming to “9 o’clock and 3 o’clock”. No hurricane cuts

C.03 HOURS OF OPERATION

The successful Bidder will perform the services required under the Agreement between the hours of 8am and 5pm, Monday through Friday, unless directed otherwise. All work must be performed so as not to interfere with the operations of the Airport or with airline, tenant, or passenger activities. The Authority, at its discretion, may require some services be performed in the evening or early morning hours.

C.04 RESPONSIBILITY OF THE SUCCESSFUL BIDDER

Maintenance of Traffic (MOT): The successful Bidder will be responsible for temporary traffic control, also referred to as Maintenance of Traffic or MOT. Successful Bidder will be required to follow the Temporary Traffic Control guidelines published by FDOT at all times. Bidder must have Intermediate Certified MOT employee(s) on site any time work is being performed and abide by FDOT Standard Plans 102-600, which is an index of speeds 45 MPH greater for Terminal Access Road and index speed of 25 MPH or greater for Skyplex Blvd.

Equipment and Materials: The successful Bidder will be responsible for furnishing all materials, tools, apparatus, and equipment of every description used in connection with the work.

The successful Bidder will ensure that all equipment used under this Agreement will be equipped with all safety accessories. Safety equipment must be operable at all times.

All expenses incurred to perform work under the resulting agreement must be reflected in the price bid and will be the responsibility of the successful Bidder.

All equipment used must be clean and in good working order and free of oil and fluid leaks. Trucks and transport equipment that will be used must display an easily identifiable company name and/or logo.

All materials to be used will be supplied by the successful Bidder. Such supplies include but will not be limited to: fertilizers, chemicals, mulch, replacement plants, fuel, lubricants, trash bags, etc. Replacement plants for those damaged by acts of God such as freezes, windstorms, hurricanes, etc., will be supplied by the Authority. The successful Bidder will replace and plant any plant damaged as a result of maintenance activities of the successful Bidder, at its expense.

Irrigation: The successful Bidder is responsible for repair to any part of the irrigation system required as a result of damage caused by Bidder's employee(s) at no additional cost to the Authority.

Account Manager: The successful Bidder will provide a designated account (project?) manager to serve as a direct point of contact for all matters related to the Agreement.

Site Supervisor: The successful Bidder will provide a designated on-site supervisor to serve as a direct point of contact for the Authority. The successful Bidder must provide a qualified and competent on site supervisor 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.

Uniforms: All personnel must wear company uniforms and safety vests or sashes when working on Airport property.

Personnel: The work performed by the successful Bidder must be executed in a professional manner. The successful Bidder's employees must 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.

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.

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 must have the successful Bidder's business name and/or logo prominently displayed on the vehicle.

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



RFB 21-32MLB: PALM FROND TRIMMING

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

[END OF PART C]



**PART D
INSURANCE, 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. Successful bidder must provide the following types of insurance with minimum limits as indicated:

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

Such insurance must be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least \$5 million per person and per accident for bodily injury, and \$5,000,000 per accident for property damage; OR a combined single limit of at least \$5 million per accident. Successful bidder must provide the following types of insurance with minimum limits as indicated:

Automobile Liability	\$1,000,000	Combined Single Limit
-----------------------------	-------------	-----------------------

Such insurance must be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements. An Excess Liability or Umbrella policy can be used to satisfy the above limits.

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. Successful bidder must provide the following types of insurance with minimum limits as indicated:



Worker’s Compensation	Florida Statutory Coverage	
Employer’s Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Each Employee/Disease

This insurance must cover the Bidder (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements).

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.

[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 the entirety of this Request for Bids (RFB) which includes Instructions for Bidders, Special Instructions and Requirements, Scope of Services, and Insurance and Bond requirements. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in my bid pricing.

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

I propose to perform the work described in this RFB and I agree to hold pricing for at least 120 calendar days to allow the Authority time to properly evaluate this bid. I agree the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein will 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

NOTE: THIS FORM IS TO BE UPLOADED INTO IONWAVE



FORM 2: BID FORM

BID NO. **RFB 21-32MLB**

BIDDER'S NAME: _____

BIDS ARE DUE ON: **WEDNESDAY JULY 7, 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:

Palm Frond Trimming at the Southwest Florida International Airport

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

PALM FROND TRIMMING SERVICES

YEAR 1

Tree Type	Yearly Estimated Quantity	Price Per Tree	Extended Annual Cost
Sable (Cabbage Palm)	900	\$	\$
Medjool Palm	250	\$	\$
Veitchia Palm	250	\$	\$
Year One Total Annual			\$
Cost All Tree Types			\$

YEAR 2

Tree Type	Yearly Estimated Quantity	Price Per Tree	Extended Annual Cost
Sable (Cabbage Palm)	900	\$	\$
Medjool Palm	250	\$	\$
Veitchia Palm	250	\$	\$
Year Two Total			\$
Annual Cost all Tree Types			\$



FORM 2: BID FORM - CON'T

YEAR 3

Tree Type	Yearly Estimated Quantity	Price Per Tree	Extended Annual Cost
Sable (Cabbage Palm)	900	\$	\$
Medjool Palm	250	\$	\$
Veitchia Palm	250	\$	\$
Year Three TOTAL Annual			
Cost			\$

Grand Total (Sum of Annual Cost of Years 1, 2 and 3)
 \$ _____

Written out _____

NOTE: THIS FORM MUST BE COMPLETED AND UPLOADED INTO IONWAVE



FORM 3: LOBBYING AFFIDAVIT

_____ 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: _____

STATE OF _____

COUNTY OF _____

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

Notary Signature

Serial/Commission No.

NOTE: THIS FORM MUST BE COMPLETED AND UPLOADED INTO IONWAVE 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 _____

The foregoing instrument was signed and acknowledged before me, by physical means of ___ physical presence or ___ online notarization (check one) 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.

[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 Statutes; 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 _____

The foregoing instrument was signed and acknowledged before me, by physical means of ___ physical presence or ___ online notarization (check one) 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.

[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 _____

The foregoing instrument was signed and acknowledged before me, by physical means of ___ physical presence or ___ online notarization (check one) 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.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]



FORM 7: PROFESSIONAL REFERENCES

References:

A. Verify bidder has been in continuous operation providing the services that are subject of this RFB for a minimum of two years (3) prior to the date the bid is due to be submitted by providing three (3) references (see Part B.01, Minimum Qualifications).

1.	_____	2.	_____
	COMPANY		COMPANY
	_____		_____
	CONTACT NAME		CONTACT NAME
	_____		_____
	ADDRESS		ADDRESS
	_____		_____
	CITY, STATE ZIP CODE		CITY, STATE ZIP CODE
	_____		_____
	TELEPHONE		TELEPHONE
	_____		_____
	DESCRIPTION OF SERVICES AND STATE START AND END DATES OF SERVICE		
	_____		_____
	E-MAIL		E-MAIL

3. _____

COMPANY

CONTACT NAME

ADDRESS

CITY, STATE ZIP CODE

TELEPHONE

DESCRIPTION OF SERVICES AND START
AND END DATES OF SERVICES





Purchasing Department
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Main Line: (239) 590-4556
 Fax Line: (239) 490-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: RFB 21-32

Bid Title: Palm Frond Trimming for the Southwest Florida International Airport

Opening Date: Monday, June 07, 2021

Opening Time: **2:00 PM**

Opened By: Megan Bowman

Title: Purchasing Agent

Verified By: Robert Rubino

Attended Opening: _____

	FIRM	COST
1	Arrowhead Tree Service	126,750.00
2	P&T Lawn and Tractor	123,600.00
3		
4		
5		
6		
7		
8		
9		
10		

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



21-32MLW

**P & T Lawn & Tractor Service, Inc
Supplier Response**

Event Information

Number: 21-32MLW
Title: Palm Frond Trimming at the Southwest Florida International Airport
Type: Request for Bid
Issue Date: 6/3/2021
Deadline: 7/7/2021 02:00 PM (ET)
Notes: The Lee County Port Authority (hereafter referred to as Authority") invites submission of electronic bids from all interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to furnish Palm Frond Trimming at the Southwest Florida International Airport.

The Authority seeks to contract with a single vendor to provide the required services as defined in this Request for Bids (RFB). Services under the anticipated contract will commence on or about October 1, 2021. This will be a three year contract with an option for a one (1) additional (2) two year renewal term.

Contact Information

Contact: Megan Bowman Procurement Agent
Address: 11000 Terminal Access Rd
Ft Myers, FL 33913
Phone: (239) 590-4558
Email: mlbowman@flylcpa.com

P & T Lawn & Tractor Service, Inc Information

Contact: Teena Zielinski
Address: 15980 OLD OLGA RD
Alva
Alva, FL 33920
Phone: (239) 694-4848
Fax: (239) 694-4848
Email: ztepet@comcast.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Teena Zielinski

Signature

Submitted at 7/5/2021 8:33:24 AM

JessicaZ@pandtlandscaping.com

Email

Supplier Note

Thank you for this opportunity to place a bid for the Palm Frond Trimming. Please find our pricing attached to Form 2-Bid Form.

Requested Attachments

Form 1 - BIDDERS CERTIFICATION

21-32 Form 1 Palm F rond Trimm.pdf

Bidders are to upload completed Form 1.

Form 2 - BID FORM

RFB 21-32 Form 2 PALM FRD TRMG.pdf

Bidders are to upload completed Form 2.

Form 3 - LOBBYING AFFIDAVIT

RFB 21-32 Form 3 PAKM FRD TRMG.pdf

Bidders are to upload completed Form 3.

Form 4 - PUBLIC ENTITY CRIMES CERTIFICATION

FORM 4 Palm Frnd Tr.pdf

Bidders are to upload completed Form 4.

Form 5 - SCRUTINIZED COMPANIES CERTIFICATION

RFB 21-32 Form 5 PALM FRND TRM.pdf

Bidders are to upload completed Form 5.

Form 6 - LOCAL PREFERENCE AFFIDAVIT

RFB 21-32 Form 6 PALM FRD TRMG.pdf

Bidders are to upload completed Form 6.

Form 7 - PROFESSIONAL REFERENCES

RFB 21-32 Form 7 PLM FRND TRMG.pdf

Bidders are to upload completed form 7.

ARBORIST CERTIFICATE

ARBORIST LIC.pdf

Please upload certificate.

Response Attachments

Certs & Licenses Upd 06-03.pdf

P & T Certifications and Licenses

DBE MBE Cert.pdf

DBE/MBE Certificate

CERT OF INSURANCE.pdf

Certificate of Insurances



FORM 2: BID FORM

BID NO. RFB 21-32MLB

BIDDER'S NAME: P & T Lawn and Tractor Service, Inc.

BIDS ARE DUE ON: **WEDNESDAY JULY 7, 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:

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

PALM FROND TRIMMING SERVICES

YEAR 1

Tree Type	Yearly Estimated Quantity	Price Per Tree	Extended Annual Cost
Sable (Cabbage Palm)	900	\$28.00	\$25,200.00
Medjool Palm	250	\$39.00	\$9,750.00
Veitchia Palm	250	\$25.00	\$6,250.00
Year One Total Annual			\$41,200.00
Cost All Tree Types			\$41,200.00

YEAR 2

Tree Type	Yearly Estimated Quantity	Price Per Tree	Extended Annual Cost
Sable (Cabbage Palm)	900	\$28.00	\$25,200.00
Medjool Palm	250	\$39.00	\$9,750.00
Veitchia Palm	250	\$25.00	\$6,250.00
Year Two Total			\$41,200.00
Annual Cost all Tree Types			\$41,200.00



FORM 2: BID FORM - CON'T

YEAR 3

Tree Type	Yearly Estimated Quantity	Price Per Tree	Extended Annual Cost
Sable (Cabbage Palm)	900	\$28.00	\$25,200.00
Medjool Palm	250	\$39.00	\$9,750.00
Veitchia Palm	250	\$25.00	\$6,250.00
Year Three TOTAL Annual			\$41,200.00
Cost			

Grand Total (Sum of Annual Cost of Years 1, 2 and 3)

\$ 123,600.00

Written out One hundred twenty-three thousand, six hundred dollars and no cents

NOTE: THIS FORM MUST BE COMPLETED AND UPLOADED INTO IONWAVE

Notice of Intent to Award

RFB 21-32MLB: Palm Frond Trimming for the Southwest Florida International Airport

PROCUREMENT SUMMARY

On Jun 3, 2021 Lee County Port Authority released Request for Bid (RFB) 21-32MLB for Palm Frond Trimming for the Southwest Florida International Airport. The services require the successful bidder to furnish all labor, equipment and tools to perform palm frond trimming in accordance with the requirements stated in the solicitation documents to the Authority. The term of the agreement will be for three years with the option to renew for one additional 2-year period.

The RFB was broadcast through the Lee County Port Authority website, Airport Minority Airport Council, Airport Council International, Florida Airport Council and in Ionwave, the Authority's e-procurement system.

Ionwave electronically notified 95 potential bidders. Two (2) bidders submitted a bid for consideration, including:

- Arrowhead Tree Service LLC*
- P&T Lawn and Tractor Service, Inc.*

After the bid opening, the Procurement Agent reviewed each of the bids for responsiveness to the requirements of the RFB. The award will be made to the responsive and responsible bidder having the lowest total base bid. To be eligible for award, a bid must conform to the requirements of the RFB. To be responsive, a bidder must submit a bid which conforms in all material respects to the requirements set forth in the RFB.

The bid submitted by P&T Lawn and Tractor, Inc. has been evaluated and deemed the lowest responsive, responsible bidder; meaning the bidder has submitted a bid which conforms in all material respects to the requirements set forth in the RFB and submitted the lowest bid. Therefore, findings of the evaluation of bids are that P& T Lawn and Tractor Services, Inc. submitted the bid with the lowest grand total.

A written recommendation to award to the lowest, responsive and responsible bidder was received by the Aviation Department.



_____ date: **7/13/2021**

Contract Number 9142
Vendor Number 349938

**LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT**

RFB 21-32-MLB

PALM FROND TRIMMING

AT THE 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 P&T LAWN & TRACTOR SERVICE, INC., a Florida, corporation/limited liability company/other entity authorized to do business in the State of Florida ("PROVIDER"), whose business address is 15980 Old Olga Road, Alva, FL 33920, Federal Identification Number 65-0249564 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

WITNESSETH

WHEREAS, the Authority desires to contract with Provider for palm frond trimming at the Southwest Florida International Airport in Fort Myers, Florida, as specified in Request for Bid (RFB) 21-32; and,

WHEREAS, Provider has reviewed the services and products required under RFB 21-32 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 WORK/SERVICES

Provider hereby agrees to perform the services and/or provide the products set out in Part C of RFB 21-32, 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 the RFB.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE

The terms of the RFB, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the RFB 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 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 one (1) additional two (2) year term. The total contract duration will not exceed five (5) years. 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 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 Work, 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 Work, based on the pricing and compensation terms described in the Scope of Work.

8.2 Provider will submit invoices to the Authority according to the Scope of Work. 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 Work. 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 Work.

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.

12.0 AUTHORITY'S REPRESENTATIVE

The Maintenance 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.com/public_records.

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 21-32 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

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.

16.2. COVERAGES

The amounts and types of insurance will conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

16.2.1. Professional Liability Insurance - Provider will maintain 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.

16.2.2. Commercial General Liability Insurance will be maintained by Provider. Coverage will also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. Limits of coverage will not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Specific Project Aggregate Limits	Same as above
Fire Damage	\$ 50,000
Medical Expenses	\$ 5,000

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

16.2.3. Automobile Liability Insurance will be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$1,000,000 Combined Single Limit

If Provider will perform any work Airside on the Airports, it will provide \$5,000,000 in Bodily Injury and Property Damage Liability.

16.2.4. Worker's Compensation and Employers Liability Insurance will be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with Florida law. The amount of such insurance will not be less than:

Worker's Compensation: Florida Statutory Requirements

Employer's Liability:

Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000
Policy Limit	\$1,000,000

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

16.2.5. Crime Insurance/Fidelity Bond - Provider will maintain crime insurance coverage, or at the discretion of Authority, a Fidelity Bond, with limits equal to fifty-percent (50%) of the Agreement value or \$50,000.00 whichever is greater. The bond or policy will include coverage for all directors, officers, agents, and employees of the contractor. The bond or policy will include coverage for third party fidelity and name the Authority as Loss Payee. The bond or policy will include coverage for extended theft and mysterious disappearance. The bond or policy will not contain a condition requiring an arrest and conviction. Policies will be endorsed to include coverage for computer crime/fraud.

16.2.6. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "A" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that s/he is an authorized representative. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, will be furnished to Authority thirty (30) days prior to the date of expiration. Provider will promptly submit a true copy of any policy, certified by the insurance company, and any endorsements issued or to be issued on the policy, if requested by Authority.

16.2.7. 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

P&T Lawn & Tractor Service, Inc.
15980 Old Olga Road
Alva, FL 33920
Attention: Teena Zielinski

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 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:

P&T LAWN & TRACTOR SERVICE,
INC.

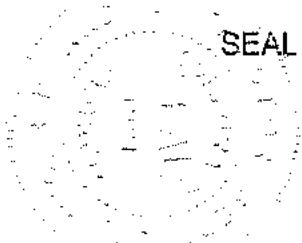
[Handwritten Signature]
Witness

[Handwritten Signature: Teena Zielinski]
Authorized Signature for Provider

[Handwritten Signature]
Witness

By: Teena Zielinski
Printed Name

President
Title





BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 21-35MLB Airfield Runway Photometric Testing at the Southwest Florida International Airport, to Malms Navaid Inc., the lowest, most responsive, responsible bidder in the annual estimated amount of \$27,700 per the terms and conditions of the contract, and authorize the Executive Director to approve and execute contract renewal terms.
2. **FUNDING SOURCE:** General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport. Funds are available in Account String WJ5300041200.503490, Other Contracted Services.
3. **TERM:** One (1) initial three-year term with two (2) additional one-year renewal periods with services to commence on or about October 01, 2021.
4. **WHAT ACTION ACCOMPLISHES:** Award RFB 21-35MLB contract to Malms Navaid Inc., the lowest, most responsive, and responsible bidder in the estimated annual amount of \$27,700 per the terms and conditions of the contract and allow the Executive Director to extend up to two (2) additional one-year renewals.

5. **CATEGORY:** 17.
Consent Agenda

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Steven C. Hennigan

DIV. Aviation

10. **BACKGROUND:**

On June 2, 2021, Lee County Port Authority advertised RFB #21-35MLB entitled "Airfield Runway Photometric Testing at Southwest Florida International Airport." The RFB was advertised through Ion Wave (LCPA's electric quoting system), LCPA's website, Airports Council International-North American (ACI-NA), Florida Airports Council (FAC), and Airport Minority Advisory Council (AMAC). One hundred and sixty-five (165) potential bidders were notified of the RFB. Two (2) responses were received by the deadline of July 8, 2021.

FAA Advisory Circular 150/5345-46E provides specifications for various types of airfield lighting fixture luminary outputs. Elevated runway shoulder fixtures, in ground runway centerline and touchdown zone fixtures, and airfield electrical vault constant current regulators are individually analyzed. A written report that details the results of all tests is delivered to

11. RECOMMENDED APPROVAL

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

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

LCPA Airfield Maintenance illustrating areas of needed maintenance and repair. Airfield photometric testing of the runway lighting system is performed twice annually. The annual frequency for airfield photometric testing can vary based on the volume of fixture replacement, runway rehabilitation projects, or changes in FAA requirements.

Regular photometric testing is the practical way of determining if airfield lights are emitting the sufficient level of light and for checking the alignment of the fixtures. Runway 06/24 at RSW is equipped with 120 elevated and in-ground runway edge lights and 239 embedded runway centerline lights, all of which aid pilots in landing aircraft at night and during periods of reduced visibility.

Staff recommends the Board approve the service provider agreement for an initial three (3) year contract term with the option to extend two (2) additional one-year renewals at the discretion of the Authority and executable by the Executive Director. Annual estimated expense for photometric testing is \$27,700, or a total contract cost of \$138,500 over the contract's five year period.

Attachments:

1. RFB 21-35MLB Airfield Runway Photometric Testing
2. Supplier Bid Form
3. Bid Opening Tabulation of RFB 21-35MLB
4. Notice of Intent to Award
5. Draft Service Provider Agreement



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

REQUEST FOR BIDS (RFB) 21-35MLB

FOR

**AIRFIELD RUNWAY PHOTOMETRIC TESTING AT THE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

DATED: 6/2/2021

PURCHASING OFFICE DESIGNATED CONTACT

Megan Bowman, Procurement Agent
Telephone: (239) 590-4558
E-mail: mlbowman@flynycpa.com

NO PRE-BID MEETING

INQUIRIES & CLARIFICATION REQUESTS DEADLINE:

Friday, June 18, 2021 by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION INTO IONWAVE DUE DATE AND TIME:

Thursday, July 8, 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/vjy-ufzy-nwb

Phone Number: (US) +1 732-844-9262 | PIN: 556 799 927#



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 Airfield Runway Photometric Testing for the Southwest Florida International Airport 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.

PRE-BID MEETING

There is no pre-bid meeting for this solicitation.

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 Thursday, July 8, 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 in IonWave 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.



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

For more information, please contact:

Megan Bowman, Procurement Agent
Phone: (239) 590-4558 | Email: mlbowman@flylcpa.com

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

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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 CLARIFICATION 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 Procurement 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 will become part of the bid documents as if contained in the originally issued solicitation documents.

A.05 ACCESSING SOLICITATION 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

If applicable, 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 will 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 Procurement Agent 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 will, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.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 will prevail. In the case of a disparity between the grand total bid price expressed numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder’s submission will govern.

Bidders must fill in all information requested on the bid forms. All blanks on the bid forms must be completed. 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 section 119.0701, Florida Statutes, to the extent a successful Bidder is performing services on behalf of the Authority, such 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.
- 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 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 sections 119.071(3) and 331.22, Florida Statutes, 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 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, will be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

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 and in its best interests.

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), Florida Statutes, 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; 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 may file a written notice of intent to file a protest with the Purchasing Office, but 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, must be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor will 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.

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 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.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 will be just cause for cancellation of the award.

Upon receipt of the agreement properly executed by the successful Bidder, the Authority will submit the agreement for review and approval of the Board of Port Commissioners; complete the execution of the awarded agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the successful Bidder. Delivery of the fully executed agreement to the successful Bidder constitutes 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

Payment will be made in accordance with the awarded bid pricing for the goods and/or services completed and accepted will be paid to the successful Bidder after completion and acceptance of the work and upon receipt of the successful Bidder's invoice. **All invoices must include purchase order number or agreement number, as applicable, and must 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, 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 must 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 will 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]

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**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 are required to meet the following 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-recognized 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 providing the services that are subject of this RFB for a minimum of two years (2) prior to the date the bid is due by providing reference information on Form 7.

B.02 BASIS OF AWARD

The award will be made to the responsive and responsible Bidder having the lowest total base bid.

The lowest bid will be based on the grand total bid, which is the sum of all the bid lines. To be considered for award, bidder is required to bid all the line items. The quantity of runway fixtures and number of frequencies has been provided as an estimate for the purposes of obtaining pricing and for evaluating bids. Although the Authority believes that this estimate fairly describes the work requirements under ordinary circumstances, actual conditions may cause the quantity of runway fixtures and frequency of service to differ from the provided estimates. The Authority has no obligation to require the use of any particular quantity of runway fixtures or order a number of frequencies. Bids will be evaluated based on the total yearly cost. The Authority will compensate the successful bidder, if an award is made, based on the unit price bid for the services and materials requested by the Authority and satisfactorily provided by the successful 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 must submit a bid which conforms in all material respects to the requirements set forth in the RFB.

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

The Authority reserves the right to make such 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 must be provided by the Bidder. Such information may include, but will 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 include labor, travel, materials, and all required equipment that will be needed to perform the work specified in the solicitation documents. All pricing bid submitted that is submitted will be held firm throughout the contract including any extensions the Authority decides to exercise.

B.04 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, with the option to renew the term of the agreement for up to (2) two additional (1) year periods at the same pricing, terms and conditions. The total contract duration will not exceed 5 years.

Written notice of intention not to renew must be submitted by the successful Bidder at least ninety (90) days prior to the end of the current contract term.

B.05 GENERAL INFORMATION AND REQUIREMENTS

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. 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.

B.06 SCHEDULE

Bidder will be required to perform Photometric testing services twice annually during the term of the contract.

B.07 WORKING HOURS

Successful Bidder will perform testing between 12:00 A.M. and 5:00 A.M., Monday through Friday, excluding the Authority's observed holidays. Successful Bidder will not perform work during Authority's observed holidays without prior written permission.

In the event an emergency situation is declared by the Authority's Executive Director, Deputy Executive Director, Department Director or their respective designees, the Bidder will perform work during such hours as specified by the Authority.

B.08 PAYMENT

The accepted Bid price for the scope of work to be provided in the service provider agreement 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, to include purchase order number, must be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902

B.09 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 must 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 will 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 must be turned over to the Authority or the Authority's designated agent in charge of such articles.

B.10 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE

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

Any work being conducted within the AOA or that may be in an area requiring access through, or around the AOA will be coordinated in advance with the Authority's Project Coordinator. At no time may the successful Bidder access these areas on its own without prior coordination and/or escort.

B.11 CONFIDENTIAL SECURITY PROGRAMS

The successful Bidder acknowledges 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 must require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph.

[END OF PART B]

PART C SCOPE OF WORK

C.01 PURPOSE

The Authority seeks a qualified bidder to perform Airfield Photometric Testing. All work described herein must be fully and properly completed 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 October 1, 2021.

C.02 INTRODUCTION

The successful Bidder will furnish all labor, equipment, tools, materials, incidentals and services required to measure and perform testing of the Photometric and Constant Current Regulators (CCR) as further detailed herein. Services will be performed on the airfield light fixtures on the airport runway at the Southwest Florida International Airport (RSW).. Bidder will be required to perform photometric testing services twice annually during the term of the contract.

- * The runway consists of a centerline, edge, and touchdown zone (TDZ) lighting fixtures.
- * The lighting circuits are connected in series and are powered by multiple step Constant Current Regulators (CCR's) located in one (1) electrical vault on the airfield.
- * Instruction and requirements for working on the Airfield Operations Area (AOA) will be given prior to any work performed. All AOA procedural requirements must be strictly adhered to by the successful bidder.

C.03 REGULATIONS

The Successful Bidder must comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work. The Successful Bidder's inspections and tests must comply with all applicable codes and standards including, but not limited to the following: (i) Federal Aviation Administration (FAA) Guide AC 150/5340-26, 4.1.12 and 5.3; and AC 150/534546E or most current; and (iii) Illuminating Engineering Society (IES) LM-35 Par. 6.

C.04 PHOTOMETRIC MEASUREMENT TESTING:

Successful Bidder will perform photometric testing. Testing must include the following tasks, but is not limited to:

Mobile Test System Equipment is required to perform tests and at a minimum, must be capable of the following:

- Photometric test and measurement equipment must have an array of sensors capable of taking simultaneous readings along the horizontal axis of the light output.(Reference FAA Advisory Circular (AC) 150/5345-46E, or latest edition). Photometric testing must include the measurement at each light fixture of the light distribution along the horizontal axis. The measurements will be compared with FAA standards presented in the AC for each type of light fixture.
- An array of accurate measurement sensors configured to measure light from each light source as system moves away from that light source. There will be no loss of accuracy at speeds of at least twenty-five (25) miles per hour (mph).



- The capability of log data, when performing the measurements, to display results and identify locations where the average main beam intensity is below agreed levels and/or the beam is misaligned either vertically or horizontally.
- The capability (including additional sensors) to accurately track the position of each measurement sensor relative to the specified main beam area of each light source being measured.
- The capability to automatically calculate the average intensity (in candela) in the main beam area and estimate vertical and horizontal beam alignment (in degrees) by identifying the position of the brightest part of the light beam measured.
- Successful Bidder must comply with IES LM-35 Part 6 when using test equipment to calibrate the mobile system sensors and calibration certification will be provided to the Authority's designee upon completion of the testing.

Testing Requirements:

- Measure and record the photometric performance of centerline, edge, and touchdown zone lights on the runways.
- Using Global Positioning System (GPS) locating equipment to obtain the coordinates of each of the runway and taxiway fixtures tested. A written report in Microsoft Excel format will be provided to the Authority upon completion of this test.
- Utilizing the FAA Tables in regulation AC 150/5345-46E, Bidder will determine the efficiency of each lighting system and provide recommendations for fixture re-lamping, cleaning, replacement and/or adjustment.
- Prior to the airfield light testing, the following parameters for each associated constant current regulator must be recorded at all five (5) level intensities:
 - a. Input current to the regulator (I in).
 - b. Input voltage to the regulator (V in).
 - c. Output current from the regulator (I out).
 - d. Output voltage from the regulator (V out).
 - e. Total power (KVA).
 - f. Reactive power (KVAR).
 - g. Resistive power (kw).
 - h. Total harmonic distortion of current (THD Current).
 - i. Total harmonic distortion of current (THD Voltage).

Upon completion, the Authority will inspect areas where work has been performed. Successful Bidder must provide daily work sheets stating area where work was completed, name(s) of personnel who conducted the work, and the hours worked. The Authority's representative will approve the daily work sheet when work is satisfactorily completed.

C.05 RESPONSIBILITY OF THE AUTHORITY

The Authority will provide parking for the Successful Bidder's employees to use while performing the work.



C.06 RESPONSIBILITY OF THE SUCCESSFUL BIDDER

The Successful Bidder will be solely responsible for furnishing all tools, specialized equipment, software, hardware needed to perform the photometric and CCR testing and all other items necessary to perform the work described herein.

Any equipment used on Authority premises must be maintained in an operable condition at all times. The Authority reserves the right to inspect and approve any and all tools, equipment or apparatus used on the Authority's premises. Successful Bidder will ensure that equipment is operated in compliance with proper safety procedures and practices per manufacturer guidelines. If it is determined, in the Authority's sole discretion, that a piece of the SB equipment is not presentable, leaking or in poor working condition, the Successful Bidder will promptly remove such equipment from the premises and replace it with equipment that meets the approval of the Authority.

Successful Bidder will perform all of its obligations and functions under the agreement in accordance with this RFB. The Successful Bidder will adjust and coordinate its activities so as not to disturb, endanger, interfere with or delay the operations or activities of the Authority. Successful Bidder will attend coordination meetings with the Authority's designee before and after the commencement of services.

Successful Bidder's employees must be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to the agreement.

While working on airport property the successful Bidders employees must wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including but without limitation, the requirements of OSHA.

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

Successful Bidder will be responsible for providing cellular phone equipment and services to its employees.

During the progress of the work, the Successful Bidder will keep the premises free from accumulation of waste materials and other debris resulting from the work. At the completion of work, the Successful Bidder will remove all waste materials and debris from the premises, as well as all tools, equipment, machinery, and any surplus material. The site must be left clean and ready for occupancy by the Authority.

The Successful Bidder warrants that it will replace, replacing at no additional cost to the Authority, any item that is damaged, as a result of Successful Bidder's error or negligent, reckless, or intentional act of omission.

Any work required beyond that, which is specified herein, must be reported in advance to the Authority. At no time will work beyond the scope be performed without prior written authorization.

The Successful Bidder will provide the Authority, within fifteen (15) business days after the performance of the work, the following written reports:

- Type, model number, serial number and location of equipment
- One (1) thumb drive or email containing the study and report in MS Word format
- One (1) calibration sheet for the photometric testing equipment; and
- A final report in Microsoft Excel format.

C.07 SAFETY AND PROTECTION

The Successful Bidder will be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Successful Bidder will take all necessary precautions for safety of, and will provide the necessary protection to prevent injury to, all employees on the worksite and other persons including but not limited to, the Authority employees who may be affected thereby.

Dangerous voltages are present during the system testing. The Successful Bidder will be solely responsible for the safety of all personnel involved in the testing activities and will ensure that all testing areas are secured to prevent the entry of unqualified personnel.

Observe all safety instructions or precautions recommended by testing equipment manufacturer.

The Successful Bidder must provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn airport personnel in the testing vicinity. The Successful Bidder will replace any device or equipment, which is damaged due to improper test procedures or handling.

In addition to compliance with the Successful Bidder safety program, the Bidder must comply with the following documents/programs and any additional programs determined necessary by the Authority:

- OSHA, 29CFR1910 – Occupational Safety Standards
- OSHA, 29CFR1926 – Safety and Health regulations for Construction
- NFPA 70B – Recommended Practices for Electrical Equipment Maintenance
- NFPA 70E – Standard for Electrical Safety in the Workplace
- AC 150/5340-26 – Maintenance of Airport Visual Aid Facilities
- Owner’s Safety Program

[END OF PART C]



**PART D
RESERVED**

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[END OF PART D]



**PART E
RESERVED**

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[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 \$5 million, and products-completed operations, with a minimum limit of \$5 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 \$5 million per person and per accident for bodily injury, and \$500,000 per accident for property damage; OR a combined single limit of at least \$5 million per accident.

Workers' Compensation insurance as required by the State of Florida, and Employers' Liability insurance with limits of \$500,000 per accident, 500,000 disease policy limit and 500,000 for each employee/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.

[END OF PART F]

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PART G – FORMS

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

FORM 1: BIDDER’S CERTIFICATION

I have carefully examined the entirety of this Request for Bids (RFB) which includes Instructions for Bidders, Special Instructions and Requirements, Specification/Scope, and Insurance requirements. I acknowledge receipt and incorporation of the following addenda. The cost, if any, of such revisions has been included in my bid pricing.

Addendum No. ____; dated _____. Addendum No. ____; dated _____.
Addendum No. ____; dated _____. Addendum No. ____; dated _____.

I propose to perform the work/offer the items described in this RFB and I agree to hold pricing for at least 120 calendar days to allow the Authority time to properly evaluate this bid. I agree the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein will 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



FORM 2: OFFICIAL BID FORM

BID NO. **RFB 21-35MLB**

BIDDER'S NAME: _____

BIDS ARE DUE ON THURSDAY, JULY 8, 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, as Bidder, having become familiar with the local conditions, nature and extent of the work, and having examined carefully the RFB, including but not limited to, Special Instructions and Requirements, Scope of Work, Insurance, Indemnification and Bond Requirements and other Contract Documents, and having fulfilled the requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities, and services for the proper execution and completion of

AIRFIELD RUNWAY PHOTOMETRIC TESTING

on and as-needed basis and 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 bid, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:



FORM 2: OFFICIAL BID FORM (Cont.)

Runway Fixture	Cost per Photometric/CCR Test	X	Estimated Quantities	Extended Price	Times 2 Tests Per Year	Annual Amount
Edge	\$ _____	X	135 =	\$ _____	x 2	\$ _____
Centerline	\$ _____	X	239 =	\$ _____	x 2	\$ _____
TDZ	\$ _____	X	180 =	\$ _____	x2	\$ _____
Total Annual Cost						\$ _____

Total Cost Written Out _____



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

. 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 _____.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

(Serial or Commission No.)

NOTE: THIS FORM MUST BE COMPLETED AND UPLOADED INTO IONWAVE 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__

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]



FORM 7: PROFESSIONAL REFERENCES

References:

A. Provide reference information to verify Bidder has been in continuous operation providing the services that are subject of this RFB for a minimum of two years (2) prior to the date the bid is due (see Part B, B.01 Minimum Qualifications).

1.	_____	2.	_____
	COMPANY		COMPANY
	_____		_____
	CONTACT NAME		CONTACT NAME
	_____		_____
	ADDRESS		ADDRESS
	_____		_____
	CITY, STATE ZIP CODE		CITY, STATE ZIP CODE
	_____		_____
	TELEPHONE		TELEPHONE
	_____		_____
	FAX #		FAX #
	_____		_____
	E-MAIL (If Available)		E-MAIL (If Available)
3.	_____		
	COMPANY		

	CONTACT NAME		

	ADDRESS		

	CITY, STATE ZIP CODE		

	TELEPHONE		

	FAX #		



E-MAIL (If Available)



FORM 2: OFFICIAL BID FORM

BID NO. **RFB 21-35MLB**

BIDDER'S NAME: Malms Navaid Inc.

BIDS ARE DUE ON THURSDAY, JULY 8, 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, as Bidder, having become familiar with the local conditions, nature and extent of the work, and having examined carefully the RFB, including but not limited to, Special Instructions and Requirements, Scope of Work, Insurance, Indemnification and Bond Requirements and other Contract Documents, and having fulfilled the requirements herein, agrees to furnish all labor, materials, equipment, and other items, facilities, and services for the proper execution and completion of

AIRFIELD RUNWAY PHOTOMETRIC TESTING

on and as-needed basis and 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 bid, to complete the said work within the time limits specified for the pricing awarded, which is based on the following bid schedule:



FORM 2: OFFICIAL BID FORM (Cont.)

Runway Fixture	Cost per Photometric/ CCR Test	X	Estimated Quantities	Extended Price	Times 2 Tests Per Year	Annual Amount
Edge	\$ 25	X	135 =	\$ 3,375	x 2	\$ 6,750
Centerline	\$ 25	X	239 =	\$ 5,975	x 2	\$ 11,950
TDZ	\$ 25	X	180 =	\$ 4,500	x2	\$ 9,000
Total Annual Cost						\$ 27,700

Total Cost Written Out Twenty Seven Thousand Seven Hundred



Purchasing Department
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Main Line: (239) 590-4556
 Fax Line: (239) 490-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: RFB 21-35

Bid Title: Airfield Runway Photometric Testing

Opening Date: Thursday, July 08, 2021

Opening Time: **2:00 PM**

Opened By: Megan Bowman

Title: Purchasing Agent

Verified By: Robert Rubino

Attended Opening: _____

	FIRM	COST
1	Malms Navaid Inc.	27,700.00
2	Naksys	25,484.00
3		
4		
5		
6		
7		
8		
9		
10		

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

Notice of Intent to Award

RFB 21-35: Airfield Photometric Testing at the Southwest Florida International Airport

PROCUREMENT SUMMARY

On June 2, 2021 Lee County Port Authority released Request for Bid (RFB) 21-35MLB for Photometric Testing at the Southwest Florida International Airport. The services include all labor, equipment, tools, materials, incidentals and services required to measure and perform testing of the Photometric and Constant Current Regulators (CCR) in accordance with the requirements stated in the solicitation documents to the Authority beginning October 1, 2021.

The RFB was broadcast through the Lee County Port Authority website, Airport Minority Airport Council, Airport Council International, Florida Airport Council and in Ionwave, the Authority's e-procurement system.

Ionwave electronically notified 165 potential bidders. Two (2) bidders submitted a bid for consideration, including:

Naksys Group

Malms Navaid

After the bid opening, the Procurement Agent reviewed each of the bids for responsiveness to the requirements of the RFB. The findings of the evaluation of bids are that Naksys Group submitted the bid with the lowest grand total. (see attached tabulation of bids). However, Naksys Group did not meet the minimum qualifications that were stated in the RFB.

To be eligible for award, a bid must conform to the requirements of the RFB. To be responsive, a bidder must submit a bid which conforms in all material respects to the requirements set forth in the RFB.

The bid submitted by Naksys Group seeks to qualify the terms and conditions of the RFB and does not meet the minimum requirements contained in the Request for Bid. Therefore, Naksys Group is not eligible for award and its bid must be rejected.

The bid submitted by Malms Navaid has been evaluated and deemed responsive, meaning the bidder has submitted a bid which conforms in all material respects to the requirements set forth in the RFB.

A written recommendation to award to the lowest, responsive and responsible bidder was received by the Aviation Department.

Approved.

 7.23.21

Contract Number 9143
Vendor Number 433961

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT

RFB 21-35MLB

AIRFIELD RUNWAY PHOTOMETRIC TESTING AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS SERVICE PROVIDER AGREEMENT (the "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 MALMS NAVAID INC., a Delaware corporation, authorized to do business in the State of Florida ("Provider"), Federal Employer Identification Number 32-0478521, whose business address is 481 Pleasant Hill Rd., Rutherfordton, NC 28139 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

W I T N E S S E T H :

WHEREAS, as specified in Request for Bids (RFB) 21-35, the Authority seeks a qualified company authorized to do business in the State of Florida to supply and deliver Photometric Testing on the airfield light fixtures on the airport runway at the Southwest Florida International Airport (RSW) in Fort Myers, Florida; 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.

WHEREAS, as the successful bidder, Provider has reviewed the services required under RFB 21-35 and this Agreement, has submitted a bid agreeing to provide the requested services, and represents that it is qualified, willing and able to provide the products and perform all such services required according to the provisions, terms and conditions below and in accordance with all governing federal, state and local laws and regulations; and

WHEREAS, Provider has agreed to furnish all labor, equipment, tools, materials, incidentals and services required to measure and perform testing of the Photometric and Constant Current Regulators (CCR) as specified in RFB 21-35 and detailed in this Agreement; 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.

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 WORK/SERVICES

Provider hereby agrees to perform the services and/or provide the products set out in Part C of RFB 21-35, entitled "Scope of Work", which is merged into and incorporated by reference as part of this Agreement ("Scope of Work"). Provider agrees to perform in strict accordance with the Scope of Work.

No services may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Work or elsewhere in the RFB or this Agreement.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE

The terms of the RFB, and Provider's Bid Forms and related submissions received in response to the RFB, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the RFB 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 have 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) 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 two (2) additional one (1) year terms at the same pricing, terms and conditions. The total contract duration will not exceed five (5) years. 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 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 Work, 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 Work, based on the pricing and compensation terms described in the Scope of Work.

8.2 Provider will submit invoices to the Authority according to the Scope of Work. 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 Work. 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 Work.

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.

12.0 AUTHORITY'S REPRESENTATIVE

The Maintenance 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>.

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 21-35 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

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 interest's provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

16.2. COVERAGES

The amounts and types of insurance will conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

16.2.1. Professional Liability Insurance - Provider will maintain 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.

16.2.2. Commercial General Liability Insurance will be maintained by Provider. Coverage will also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. Limits of coverage will not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$ <u>5,000,000</u>
Products - Completed Operations Aggregate	\$ <u>5,000,000</u>
Specific Project Aggregate Limits	Same as above

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

16.2.3. Automobile Liability Insurance will be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$500,000 Combined Single Limit

If Provider will perform any work Airside on the Airports, it will provide \$5,000,000 in Bodily Injury and Property Damage Liability.

16.2.4. Worker's Compensation and Employers Liability Insurance will be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with Florida law. The amount of such insurance will not be less than:

Worker's Compensation: Florida Statutory Requirements

Employer's Liability:

Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000
Policy Limit	\$1,000,000

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

16.2.5. Crime Insurance/Fidelity Bond - Provider will maintain crime insurance coverage, or at the discretion of Authority, a Fidelity Bond, with limits equal to fifty-percent (50%) of the Agreement value or \$50,000.00 whichever is greater. The bond

or policy will include coverage for all directors, officers, agents, and employees of the contractor. The bond or policy will include coverage for third party fidelity and name the Authority as Loss Payee. The bond or policy will include coverage for extended theft and mysterious disappearance. The bond or policy will not contain a condition requiring an arrest and conviction. Policies will be endorsed to include coverage for computer crime/fraud.

16.2.6. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit AC@ or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that s/he is an authorized representative. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, will be furnished to Authority thirty (30) days prior to the date of expiration. Provider will promptly submit a true copy of any policy, certified by the insurance company, and any endorsements issued or to be issued on the policy, if requested by Authority.

16.2.7. 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

MALMS NAVAID, INC.
Address: 481 Pleasant Hill Rd
Rutherfordton, NC 28139
Phone: (855) 440-0541
Email: dedra.rainey@malms.aero

Attention Bryan Fountain

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 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:

PROVIDER: MALMS NAVAIID INC.

Witness

Authorized Signature for Provider

Witness

By: _____
Printed Name

SEAL

Title

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 21-15MLB: Purchase & Delivery of Electric Motors for the Lee County Port Authority to Bob Dean Supply, Inc., the lowest, most responsive, and responsible bidder with an estimated annual amount of \$35,000 per the terms and conditions of the contract, and authorize the Executive Director to approve and execute the contract renewal terms.
2. **FUNDING SOURCE:** General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport. Funds are available in Account String WJ5100041200.504655, Repairs and Maintenance - Parts.
3. **TERM:** One initial three-year term with one (1) additional two-year renewal period with services to commence on or around October 01, 2021.
4. **WHAT ACTION ACCOMPLISHES:** Awards RFB 21-15MLB: Purchase & Delivery of Electric Motors for the Lee County Port Authority to Bob Dean Supply, Inc., the lowest, most responsive, and responsible bidder in the estimated annual amount of \$35,000 per the terms and conditions of the contract and allow the Executive Director to extend one (1) additional two-year renewal.

5. **CATEGORY:** 18.
Consent Agenda

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Steven C. Hennigan

DIV. Aviation

10. **BACKGROUND:**

On May 6, 2021, the Lee County Port Authority advertised RFB 21-15MLB through Ion Wave (LCPA's electric quoting system), LCPA's website, Airports Council International-North American (ACI-NA), Florida Airports Council (FAC), and Airport Minority Advisory Council (AMAC). LCPA sent 129 invitations to bid. Two bids were received, one of which was deemed non-responsive.

The Baggage Handling System (BHS) at Southwest Florida International Airport is equipped with approximately 800 electric motors driving over three miles of conveyor belting which transports checked baggage from the ticket and curb counters through the TSA's Checked Baggage Resolution Area (CBRA), and out to various airline pier lines. The service provider agreement will provide LCPA with a ready source of motors used to maintain the BHS operation and

11. RECOMMENDED APPROVAL

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

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

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

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

various other applications throughout the RSW campus requiring the use of electric motors.

Staff recommends awarding RFB 21-15MLB Purchase & Delivery of Electric Motors to Bob Dean Supply, Inc., the lowest, most responsive, and responsible bidder in the annual estimated amount of \$35,000 or over the life of the five-year contract estimated at \$175,000.

Attachments:

1. RFB 21-15MLB Purchase & Delivery of Electric Motors
2. Addendum No. 1 of RFB 21-15MLB
3. Bid Opening Tabulation of RFB 21-15MLB
4. Bid Tabulation by Supplier
5. Submittal by Bob Dean Supply, Inc.
6. Letter and Notice of Intent to Award
7. Draft Service Provider Agreement



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

**REQUEST FOR BIDS (RFB) 21-15MLB
FOR
PURCHASE & DELIVERY OF ELECTRIC MOTORS
FOR THE LEE COUNTY PORT AUTHORITY**

DATED: May 6, 2021

PURCHASING OFFICE DESIGNATED CONTACT

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

PRE-BID MEETING

There is no Pre-Bid Meeting for this RFB

DEADLINE FOR INQUIRIES & CLARIFICATION REQUESTS

Thursday, May 20, 2021, by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION INTO IONWAVE DUE DATE AND TIME:

Friday, June 4, 2021 by 2:00 p.m. local time

The opening of bids may be viewed via Google Meets

Meeting ID: meet.google.com/hjf-sibr-vds

Phone Numbers: (US)+1 478-352-1430 PIN: 610 911 648#

NOTICE OF COMPETITIVE OPPORTUNITY

The Lee County Port Authority (hereafter referred to as "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 Electric Motors to the Lee County Port Authority** in accordance with the requirements contained in this Request for Bids.

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 Friday, June 4, 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 in IonWave 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.

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

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

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

For more information, please contact Megan Bowman, Procurement Agent at (239) 590-4558 or email: mlbowman@flylcpa.com

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

PART A
INSTRUCTIONS FOR BIDDERS

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 at Authority's sole discretion, when deemed to be in the best interest of the Authority. Bidders, their authorized agents and other interested persons are invited to view the electronic opening by using the link that is provided on the cover page of this 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 CLARIFICATION 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 SOLICITATION 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

If applicable, a pre-bid meeting will be held on the date and time specified on the cover page of this RFB. The cover page will also note if the pre-bid meeting is Non-Mandatory or Mandatory, if a site visit is planned, and/or if remote attendance is available.

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

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

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

A.07 COST OF PREPARATION

The cost of preparing a bid in response to this RFB must 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 Procurement Agent indicated on the cover page of this solicitation document at least seven (7) days before the meeting.

A.10 NONDISCRIMINATION

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

A.11 GENERAL CIVIL RIGHTS

The successful Bidder agrees to comply with 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 will, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Bidder and its subcontractors from the bid solicitation period through the completion of any resulting contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A.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 will prevail. In the case of a disparity between the grand total bid price expressed

numerically and that expressed in written words, the grand total price expressed in words as shown on the Bidder's submission will govern.

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

A.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 providing services on behalf of the Authority, successful bidder must:

1. Keep and maintain public records required by the public agency 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 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 possession of the contractor 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 public records that are exempt from public records disclosure requirements. If the successful bidder keeps any public record, 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 law as it 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, will be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful Bidder and all subcontractors or materials suppliers engaged by the successful Bidder.

A.18 RESERVATION OF RIGHTS

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

The Authority further reserves the right to make inquiries, request 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 and in its best interests.

A.19 AUTOMATIC DISQUALIFICATION

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

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

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

A.20 SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

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

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

A.21 NO LOBBYING

All Bidders are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, Members of the Airports Special Management Committee and all Authority employees are not to be lobbied, either individually or collectively, regarding this solicitation. During the entire procurement process, all Bidders and their subcontractors, 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. All Bidders, subcontractors, and any agents must submit individual affidavits with their submission in substantially the form attached, stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Bids. **Joint ventures must file a separate affidavit for each joint venture partner.**

ANY BIDDER IN VIOLATION OF THIS 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 may file a written notice of intent to file a protest with the Purchasing Office not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available at www.flylcpa.com. **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, must be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor will 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 items furnished.

A.28 NONEXCLUSIVITY OF AGREEMENT

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

A.29 UNBALANCED BIDS

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

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

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

A.30 FRONTLOADING BID PRICING PROHIBITED

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

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

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

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

A.32 BID EVALUATION

Upon evaluation of all bids received, a notice of intent to award may be made to the lowest, responsive, and responsible Bidder(s) whose bid(s) serves the best interests of the Authority, in the Authority's sole judgment 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 a Bidder to perform in accordance with the agreement to the satisfaction of the Authority and within the time prescribed. The Authority may reject any bid if the evidence submitted by the Bidder, or an investigation of the qualifications and/or experience of the Bidder, fails to satisfy the Authority that Bidder is sufficiently qualified or experienced to provide the goods or services required, or to carry out the obligations as required in this Request for Bids.

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(s) 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 and prior to the opening of bids, within ten (10) calendar days from issuance of the notice of intent to award the bid. Failure of the successful Bidder to execute the agreement within ten (10) calendar days from the date the notice of intent to award is announced is just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the agreement properly executed by the successful Bidder, the Authority will submit the agreement for review and approval of the Board of Port Commissioners; complete the execution of the awarded agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, if applicable, to the successful bidder. Delivery of the fully executed Agreement to the successful bidder constitutes the Authority's approval to be bound by the successful Bidder's bid and the terms of the agreement.

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

A.34 PAYMENT

Payment will be made in accordance with the accepted bid pricing. **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, the successful bidder is required to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. 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, successful bidder's agreement with the Authority cannot be renewed unless at the time of renewal, the successful bidder certifies to the Authority that it has registered with and is using the E-Verify system.

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 Florida Statute Section 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, with for herself or himself, or on behalf of another for private or public employment with the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) successful bidder will terminate the contract with the subcontractor.

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

**PART B
SPECIAL INSTRUCTIONS AND REQUIREMENTS**

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

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 is required. The Authority will verify registration.

B.02 BASIS OF AWARD

The award will be made to the lowest, responsive, and responsible Bidder having the lowest total base bid.

The lowest bid will be based on the grand total bid, which is the extended sum of all the bid lines. To be considered for award, bidder is required to bid all line items.

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

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

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

The Authority reserves the right to make such investigation, as it deems necessary to determine the ability of any bidder to furnish the items requested. Each bidder must provide information the Authority deems necessary to make this determination. Such information may include, but is not limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

B.03 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. All prices bid must be F.O.B destination, freight pre-paid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). Shipping and packaging charges must be included in the bid prices and not billed as a separate line.

B.04 TERM

The term of the Agreement will be for three (3) years with an option reserved to the

Authority to renew the term of the agreement for up to one (1) additional two (2) year period. Renewal of the service provider agreement is at the sole discretion of the Authority and will be upon the same pricing, terms and conditions of the initial service provider agreement.

B.05 BLANKET PURCHASE ORDERS

Blanket purchase orders will be generated annually by the Authority and provided to the successful Bidder. Purchases will be made for actual quantities of items needed, as needed. Quantities are not guaranteed nor implied. All orders are on as "as needed" basis and the Authority may order all, or none, of the items.

B.06 WARRANTY

The successful bidder warrants that all items supplied pursuant to any resulting agreement will fully conform to the requirements stated herein and are fit for the purpose for which such items are ordinarily employed. If any item provided by the successful Bidder 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.

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.

[END of PART B]

PART C SPECIFICATIONS

C.01 PURPOSE

The Authority is soliciting competitive sealed bids from qualified bidders to furnish Baldor electric motors for Southwest Florida International Airport Baggage Handling System and Air Handling System. Lee County Port Authority is accepting bids for Baldor Motors (brand name only). The specific Baldor motor models that may be purchased are indicated on the bid lines in IonWave. No other brands or substitutions will be considered.

To receive consideration, every bid item must be priced. Any bidder indicating \$0.00 in the pricing field for any bid line items agrees to sell the bid line item to the Authority for zero dollars.

Estimated quantities indicated on each bid line are based on historical purchase activity. 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 items furnished.

It is the intent of the Authority to select a single vendor to supply and deliver the items described herein for the specified term.

C.02 BACKGROUND

The Southwest Florida International Airport Baggage Handling system was constructed and designed to use Baldor motors. The baggage system consists of three miles of conveyor belts which are turned by 800 motors and delivers annually around three million bags and services 24 different ticket and curb locations throughout the airport. The 800 motors are oriented in eight different positions and are affixed to the system utilizing a frame and specific bolt pattern. To ensure that repairs can be made as quickly as possible, motors used in some location are pre-assembled as kits consisting of a motor, clutch brake, and gearbox. When a component kit fails the entire assembly is replaced and the system is made operational.

While there is only one manufacturer of the product, there are multiple distributors that are authorized to sell the products; therefore competitive sealed bids are encouraged from all possible sources of supply.

No alternatives or substitutes will be allowed.

C.03 PACKING AND SHIPPING:

No additional compensation will be made for special handling, packaging, wrapping, bags, containers, reels, etc. The successful bidder is responsible for preparing and packaging items for shipment in a manner that will prevent damage in transit. The successful bidder is required to mark the quantity of items in each package on the container and enclose a packing slip with the purchase order number indicated. Packing lists, packages, shipping notices, and other written documents affecting the

order shall contain the purchase order number and Port Authority stock number.. Packing lists must be enclosed in all packages shipped to the Authority

C.04 DELIVERY:

Bid pricing provided is based on FOB destination, freight prepaid. Title to goods purchased passes to the Authority on the date of acceptance of the order by the Authority.

Delivery must be made within 7-10 days of issuance of an order by the Authority. Failure to deliver on time in a consistent manner will result in termination of the agreement. The acceptance of late deliveries with or without objection or reservation will not waive the right to claim damages for such breach nor constitute a waiver of the requirements for the timely delivery by the successful bidder. The Authority reserves the right to obtain goods from other sources in the event of delayed delivery.

C.05 INSPECTION:

All items are subject to inspection and acceptance by the Authority. Such inspection will be made within a reasonable time. The Authority will return rejected items at the vendor's expense.

C.06 OBSOLESCENE

Successful bidder agrees that any item purchased and stocked by the Authority which subsequently becomes obsolete, may be returned at the Authority's expense for full credit of the initial price paid, provided the material is in saleable condition.

C.07 DESIGNATED CONTACT:

The successful bidder will appoint a person(s) and a back-up, to act as a primary contact with Authority warehouse personnel. Contact persons must be available during 8:00 a.m. to 5:00 p.m., Monday through Friday, by phone or in person, and must be knowledgeable of the terms of the agreement resulting from this RFB. The Authority and the successful bidder will provide each other with emergency contact phone numbers that are accessible 24 hours per day.

[END of PART C]

PART D
INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

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

No agreement will be made pursuant to this Request for Bids until all insurance coverage indicated herein has been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful bidder. The successful bidder shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The notice of intent to award is conditional upon receipt of the certificate of insurance, approved and accepted by the Authority. The insurance provided will include coverage for all parties employed by the bidder. At the discretion of the Authority, all insurance limits may be re-evaluated and revised at any time during the term of the agreement.

Insurance Requirements (Types and Limits)

Commercial General Liability, on an occurrence basis, including products and completed operations, bodily injury, property damage, and personal & advertising injury, with limits of at least \$1 million per occurrence and \$2 million general aggregate.

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.

Certificate of Insurance

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

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

Policy on Request

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

Change in coverage

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

Subcontractor's requirement

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

Sovereign Immunity

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

Indemnification, General Liability & Patent or Copyright

The successful bidder 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 of the proposer in connection with performance of any contract awarded pursuant to this Request for Bids.

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.

[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 instructions for bidders, special instructions and requirements, scope of services, insurance requirements, and forms. I acknowledge receipt and incorporation of all issued 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 provide services requested in this RFB. I agree to hold pricing for at least 150 calendar days to allow the Authority time to properly evaluate bids. I agree that the terms and conditions contained in the RFB take precedence over any conflicting terms and conditions submitted with my bid and I agree to abide by all conditions of this RFB document.

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

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

Note: This form must be uploaded into IonWave

FORM 2: LOG INTO IONWAVE TO COMPLETE BID LINE ITEMS

BID FORMS 1, 3, 4, 5 AND 6 ARE TO BE COMPLETED, UPLOADED AND SUBMITTED INTO IONWAVE. FORM 7 IS OPTIONAL.

IN ADDITION, AND TOGETHER WITH THE UPLOADED BID FORMS IN ONE SUBMISSION, THE BID LINE ITEMS (SEE BID LINES TAB IN IONWAVE) MUST BE COMPLETED AND SUBMITTED.

ELECTRONIC BIDS, INCLUDING COMPLETED AND UPLOADED BID FORMS AND COMPLETE BID LINE ITEMS MUST BE SUBMITTED IN IONWAVE, ON OR BEFORE THE SUBMISSION DATE INDICATED ON THE COVER PAGE.

PLEASE CONTACT THE PROCUREMENT AGENT INDICATED ON THE COVER PAGE OF THIS REQUEST FOR BIDS WITH ANY QUESTIONS.

FORM 3: LOBBYING AFFIDAVIT

_____, being first duly sworn, deposes and says that he or she is the (circle one as appropriate – sole owner, general partner, joint venture partner, president, secretary or authorized representative of bidder, maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement pursuant to this bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this competitive solicitation.

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

AFFIANT: _____

STATE OF _____

COUNTY OF _____

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

Notary Signature

Serial/Commission No.

Note: This form must be signed, completed, and uploaded into IonWave on or before the date bids are due.

FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

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

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

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

BIDDER'S NAME: _____

Note: This form must be completed, signed, and uploaded in IonWave on or before the date bids are due.

FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of this bid to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature

State of: _____

County of: _____

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

Notary Signature

Serial/Commission No.

Note: This form must be signed, completed, and uploaded into IonWave on or before the date bids are due.

FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

- A firm whose principal place of business is located within the boundaries of Lee County, Florida. Please identify the firm name and physical address below:

in Lee County, Florida.

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

Please provide the following information:

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

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

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

Specify the current Lee County location for equipment, materials and personnel that will be used full time on this project (attach additional pages if necessary):

in Lee County, Florida.

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement. Please identify the firm name and physical address below:

FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Printed Name

Title

Signature

STATE OF _____
COUNTY OF _____

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

Notary Signature

Serial/Commission No.

Note: This two-page form must be signed, completed, and uploaded into IonWave on or before the date bids are due.

FORM 7: NO BID SUBMISSION. Submission of this form is optional.

Return this form to the Purchasing Office if not submitting a bid. Please indicate the reason(s) by checking any appropriate item(s) listed below. Submit to: PROCUREMENT MANAGER by email at mmwendel@FlyLCPA.com or by mail to Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913

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

_____ Services are not available through our company

_____ Cannot meet the scope of work or specifications

_____ Circle one - Scope of Services/Specifications are:

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

_____ Other reason(s): _____

How did you learn about this solicitation?

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

Company _____

Representative _____

Telephone _____ Fax: _____

Email Address: _____

DATE: _____



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

ADDENDUM No. 1

ISSUE DATE: 5/27/2021

REQUEST FOR BIDS 21-15MLB, PURCHASE OF ELECTRIC MOTORS

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: Is line 27 and line 28 on the bid form the same motor?

Answer: No, they are not the same. Line 28, is correct on the bid form. Line 27 on the bid form has been updated to include Baldor manufacturer number and correct LCPA part number. Please review and complete the revised Bid Form in IonWave.

Q2: Provide name plates, pictures and serial numbers of below mentioned items.

- a. MOTOR- 30 HP - 1700 RPM - 3 PH MOTOR - 30 HP - 1700 RPM - 3 PH
- b. MOTOR- 2HP Manufacturer- Baldor Only
- c. MOTOR - 5 HP - 3 PH Manufacturer: 215T - Open Slotted Band Manufacturer #: 1200 RPM 460V
- d. MOTOR - 7.5 HP - 3 PH Manufacturer: 254T - Open Slotted Band Manufacturer #: 1200 RPM 460V
- e. MOTOR - 50 HP -3 PH Manufacturer: 324TS - Open Slotted Band Manufacturer #: 3500 RPM 460V
- f. MOTOR - 20 HP Manufacturer: BALDOR OR GE 256T OPEN SLOTTED Manufacturer #:GE 5KE256AIE205E2
- g. MOTOR - 20 HP Manufacturer: BALDOR OR GE 256T OPEN SLOTTED Manufacturer #: GE 5KE256ATE205

Answer: Please refer to the bid form in IonWave for complete information including manufacturer name, manufacturer number and the specifications for each motor. This information is adequate for bidders to provide a bid for each motor specified.

Submittals are due by 2:00 p.m., local time on Friday, June 4, 2021.

Melissa M. Wendel, CPPO, NIGP-CPP
Procurement Manager

cc: Mark Trank, Port Authority Attorney's Office
James Furiosi, Department Director - Maintenance
Megan Bowman, Procurement Agent



Purchasing Department
 11000 Terminal Access Road, Suite 8671
 Fort Myers, FL 33913
 Main Line: (239) 590-4556
 Fax Line: (239) 490-4539
<https://www.flylcpa.com/purchasing/>

Bid Opening Tabulation

Bid Number: RFB 21-15

Bid Title: The Purchase of Electric Motors for the Lee County Port Authority

Opening Date: Friday, June 04, 2021

Opening Time: **2:00 PM**

Opened By: Megan Bowman

Title: Purchasing Agent

Verified By: Robert Rubino

Attended Opening:

	FIRM	COST
1	Applied Industrial Technologies	85,572.38
2	Bob Dean Supply Inc.	87,405.17
3		
4		
5		
6		
7		
8		
9		
10		

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

Line #	Description	Mfgr	Mfgno	QTY	UOM	APPLIED INDUSTRIAL TECHNOLOGIES		Bob Dean Supply Inc. (Dean)	
						Total Price	\$85,572.38	Total Price	\$87,405.17
						Unit	Extended	Unit	Extended
1	MOTOR - 20 HP - 1765 RPM - 230/480V - 3 P BALDOR ONLY		# EM2515T	2	EA	\$1,522.29	\$3,044.58	<u>\$1,482.85</u>	\$2,965.70
2	MOTOR - 20 HP - 3510 RPM - 230/460V - 3PI BALDOR ONLY		# EM2514T	1	EA	\$1,407.98	\$1,407.98	<u>\$1,371.50</u>	\$1,371.50
3	MOTOR - 25 HP - 1765 RPM - 230/480V - 3 P BALDOR ONLY		# EM2531T	1	EA	\$1,855.82	\$1,855.82	<u>\$1,807.74</u>	\$1,807.74
4	MOTOR - 30 HP - 1700 RPM - 3 PH BALDOR ONLY		# EM2535T	1	EA	\$2,029.32	\$2,029.32	<u>\$1,976.75</u>	\$1,976.75
5	MOTOR - 60 HP - 1770 RPM - 3 PH BALDOR ONLY		# EM2547T	1	EA	\$3,677.63	\$3,677.63	<u>\$3,582.36</u>	\$3,582.36
6	MOTOR - 40 HP BALDOR ONLY		# EM2539T	1	EA	\$2,647.15	\$2,647.15	<u>\$2,578.57</u>	\$2,578.57
7	MOTOR - 50 HP BALDOR ONLY		# EM2543T	1	EA	\$2,920.89	\$2,920.89	<u>\$2,845.22</u>	\$2,845.22
8	MOTOR - 75 HP BALDOR ONLY		#EM2551T	1	EA	\$4,514.10	\$4,514.10	<u>\$4,397.15</u>	\$4,397.15
9	MOTOR - 1/3 HP BALDOR ONLY		# ERM3104	1	EA	\$266.72	\$266.72	<u>\$259.80</u>	\$259.80
10	MOTOR - 3/4 HP BALDOR ONLY		#VEM3542	4	EA	\$383.95	\$1,535.80	<u>\$373.99</u>	\$1,495.96
11	MOTOR - 1 HP BALDOR ONLY		#EBM3546T	1	EA	\$941.98	\$941.98	<u>\$917.57</u>	\$917.57
12	MOTOR - 1 HP BALDOR ONLY		# CEM3546T	1	EA	\$403.88	\$403.88	<u>\$393.41</u>	\$393.41
13	MOTOR - 1 HP BALDOR ONLY		# VEBM3546T	1	EA	\$920.88	\$920.88	<u>\$897.02</u>	\$897.02
14	MOTOR - 1 HP BALDOR ONLY		#EM3546T	1	EA	\$383.95	\$383.95	<u>\$373.99</u>	\$373.99
15	MOTOR - 1 HP BALDOR ONLY		#EM3556T	1	EA	\$495.91	\$495.91	<u>\$483.05</u>	\$483.05
16	MOTOR - 1 HP BALDOR ONLY		# VEM3546T	1	EA	\$403.88	\$403.88	<u>\$393.41</u>	\$393.41
17	MOTOR - 1 HP BALDOR ONLY		# VEM3581T	1	EA	\$573.28	\$573.28	<u>\$558.42</u>	\$558.42
18	MOTOR - 1.5 HP BALDOR ONLY		# EM3554T	13	EA	\$426.74	\$5,547.62	<u>\$415.68</u>	\$5,403.84
19	MOTOR - 1.5 HP BALDOR ONLY		#CEM3554T	13	EA	\$446.66	\$5,806.58	<u>\$435.09</u>	\$5,656.17
20	MOTOR - 1.5 HP BALDOR ONLY		#EBM3554T	5	EA	\$1,060.39	\$5,301.95	<u>\$1,032.91</u>	\$5,164.55
21	MOTOR - 1.5 HP BALDOR ONLY		#VEM3554T	1	EA	\$446.66	\$446.66	<u>\$435.09</u>	\$435.09
22	MOTOR - 1.5 HP BALDOR ONLY		#CEWDM 3554T	1	EA	\$653.59	\$653.59	<u>\$636.65</u>	\$636.65
23	MOTOR - 2 HP BALDOR ONLY		#EM3558T	2	EA	\$451.35	\$902.70	<u>\$439.66</u>	\$879.32
25	MOTOR - 2 HP BALDOR ONLY		# EBM3558T	1	EA	\$1,113.14	\$1,113.14	<u>\$1,084.30</u>	\$1,084.30
26	MOTOR - 2 HP BALDOR ONLY		#CEM3558T	2	EA	\$471.28	\$942.56	<u>\$459.07</u>	\$918.14
27	MOTOR - 2 HP BALDOR ONLY		EBM3558T	1	EA	\$0.00	\$0.00	\$1,084.30	\$1,084.30
28	MOTOR - 2 HP BALDOR ONLY		# VEM3558T	4	EA	\$471.28	\$1,885.12	<u>\$459.07</u>	\$1,836.28
29	MOTOR - 2 HP BALDOR ONLY		# VEBM3558T	4	EA	\$1,019.94	\$4,079.76	<u>\$993.51</u>	\$3,974.04
30	MOTOR - 3 HP BALDOR ONLY		# CEM3611T	3	EA	\$500.59	\$1,501.77	<u>\$487.62</u>	\$1,462.86
31	MOTOR - 3 HP BALDOR ONLY		# EM3611T	2	EA	\$463.08	\$926.16	<u>\$451.08</u>	\$902.16
32	MOTOR - 3 HP BALDOR ONLY		# EBM3611T	1	EA	\$1,403.88	\$1,403.88	<u>\$1,367.51</u>	\$1,367.51
33	MOTOR - 3 HP BALDOR ONLY		#CEWDM 3611T	2	EA	\$946.08	\$1,892.16	<u>\$921.57</u>	\$1,843.14
34	MOTOR - 3 HP BALDOR ONLY		#VEM3611T	3	EA	\$500.59	\$1,501.77	<u>\$487.62</u>	\$1,462.86
35	MOTOR - 3 HP BALDOR ONLY		# VEBM3611T	4	EA	\$1,140.11	\$4,560.44	<u>\$1,110.56</u>	\$4,442.24
36	MOTOR - 5 HP BALDOR ONLY		# CEM3615T	3	EA	\$515.83	\$1,547.49	<u>\$502.47</u>	\$1,507.41
37	MOTOR - 5 HP BALDOR ONLY		# EM3615T	1	EA	\$478.32	\$478.32	<u>\$465.92</u>	\$465.92
38	MOTOR - 5 HP BALDOR ONLY		# EBM3615T	1	EA	\$1,702.24	\$1,702.24	<u>\$1,658.14</u>	\$1,658.14
39	MOTOR - 5 HP BALDOR ONLY		#VEM3615T	1	EA	\$515.83	\$515.83	<u>\$502.47</u>	\$502.47
40	MOTOR - 5 HP BALDOR ONLY		# VEBM3615T	3	EA	\$1,335.88	\$4,007.64	<u>\$1,301.27</u>	\$3,903.81
41	MOTOR - 7.5 HP BALDOR ONLY		#EBM3710T	1	EA	\$2,245.03	\$2,245.03	<u>\$2,186.87</u>	\$2,186.87
42	MOTOR - 7.5 HP BALDOR ONLY		#EM3710T	1	EA	\$689.93	\$689.93	<u>\$672.05</u>	\$672.05
43	MOTOR - 5 HP - 3 PH 215T - Open Slotted Band		1200 RPM 460V	1	EA	\$850.53	\$850.53	<u>\$828.50</u>	\$828.50
44	MOTOR - 7.5 HP - 3 PH 254T - Open Slotted Band		1200 RPM 460V	1	EA	\$1,019.35	\$1,019.35	<u>\$992.94</u>	\$992.94
45	MOTOR - 15 HP - 3 PH 1765 RPM 230/480V 254T - Open Slotted Band		# EM2513T	1	EA	\$1,231.54	\$1,231.54	<u>\$1,199.64</u>	\$1,199.64
46	MOTOR - 30 HP 284TS - Open Slotted Band		#EM2534T	1	EA	\$1,995.32	\$1,995.32	<u>\$1,943.63</u>	\$1,943.63
17	MOTOR - 50 HP - 3 PH 324TS - Open Slotted Band		3500 RPM 460V	1	EA	\$2,799.55	\$2,799.55	<u>\$2,727.02</u>	\$2,727.02
18.	MOTOR - 20 HP BALDOR OR GE 256T OPEN SLOTTED		GE 5KE256AIE205E2	1	EA	\$0.00	\$0.00	\$1,482.85	\$1,482.85
	MOTOR - 20 HP BALDOR OR GE 256T OPEN SLOTTED		GE 5KE256ATE205	1	EA	\$0.00	\$0.00	\$1,482.85	\$1,482.85



21-15MLB Addendum 1
Bob Dean Supply Inc.
Dean
Supplier Response

Event Information

Number: 21-15MLB Addendum 1
Title: The Purchase and Delivery of Electric Motors
Type: Request for Bid
Issue Date: 5/6/2021
Deadline: 6/4/2021 02:00 PM (ET)
Notes: The Lee County Port Authority (Authority) is soliciting sealed quotations from qualified firms for the purchase of electric motors.

Contact Information

Contact: Megan Bowman Purchasing Agent
Address: 11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913
Phone: (239) 590-4558
Email: mlbowman@flylcpa.com

Bob Dean Supply Inc. Information

Contact: Ashley E. Dean
Address: 2624 Hanson St
Fort Myers, FL 33901
Phone: (239) 332-1131
Fax: (239) 332-7746
Email: adean@bobdeansupply.com
Web Address: www.bobdeansupply.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ashley E. Dean

Signature

Submitted at 6/4/2021 9:13:34 AM

adean@bobdeansupply.com

Email

Supplier Note

Thank you for the opportunity to bid this contract and we look forward to continuing to be a trusted partner for the LCPA. Best regards, Ashley E. Dean, VP Bob Dean Supply, Inc.

Requested Attachments

Form 2 - LOBBYING AFFIDAVIT

Form3-21-15MLBobdean.pdf

Bidders are to upload a completed Form 2.

Form 1 - BIDDERS CERTIFICATION

partE-21-15MLBobdean.pdf

Bidders are to upload completed Form 1.

Form 3 - PUBLIC ENTITY CRIMES CERTIFICATION

form4-21-15MLBobdean.pdf

Bidders are to upload a completed Form 3.

Form 4 - SCRUTINIZED COMPANIES CERTIFICATION

form5-21-15MLBobdean.pdf

Bidder are to upload completed form 4.

INSURANCE CERTIFICATE

CertificateLCPA.pdf

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.

Response Attachments

form6localprefbobdean.pdf

Form 6 - Local Preference Affidavit

insuranceBDS-LCPA.pdf

Works Comp Insurance Cert

Bid Lines

1	MOTOR - 20 HP - 1765 RPM - 230/480V - 3 PH	Quantity: <u> 2 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,482.85"/> Total: <input type="text" value="\$2,965.70"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>	
	Manufacturer #: <input type="text" value="# EM2515T"/>	
	Item Notes: <input type="text" value="LCPA# 5102003"/>	
2	MOTOR - 20 HP - 3510 RPM - 230/460V - 3PH	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,371.50"/> Total: <input type="text" value="\$1,371.50"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>	
	Manufacturer #: <input type="text" value="# EM2514T"/>	
	Item Notes: <input type="text" value="LCPA# 5102004"/>	
3	MOTOR - 25 HP - 1765 RPM - 230/480V - 3 PH	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,807.74"/> Total: <input type="text" value="\$1,807.74"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>	
	Manufacturer #: <input type="text" value="# EM2531T"/>	
	Item Notes: <input type="text" value="LCPA#5102005"/>	
4	MOTOR - 30 HP - 1700 RPM - 3 PH	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,976.75"/> Total: <input type="text" value="\$1,976.75"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>	
	Manufacturer #: <input type="text" value="# EM2535T"/>	
	Item Notes: <input type="text" value="LCPA# 5102006"/>	
5	MOTOR - 60 HP - 1770 RPM - 3 PH	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$3,582.36"/> Total: <input type="text" value="\$3,582.36"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>	
	Manufacturer #: <input type="text" value="# EM2547T"/>	
	Item Notes: <input type="text" value="LCPA# 5102009"/>	
6	MOTOR - 40 HP	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$2,578.57"/> Total: <input type="text" value="\$2,578.57"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>	
	Manufacturer #: <input type="text" value="# EM2539T"/>	
	Item Notes: <input type="text" value="LCPA# 5102011"/>	
7	MOTOR - 50 HP	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$2,845.22"/> Total: <input type="text" value="\$2,845.22"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>	
	Manufacturer #: <input type="text" value="# EM2543T"/>	
	Item Notes: <input type="text" value="LCPA# 5102012"/>	

8	MOTOR - 75 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$4,397.15"/> Total: <input type="text" value="\$4,397.15"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#EM2551T"/>		
	Item Notes: <input type="text" value="LCPA# 5102015"/>		

9	MOTOR - 1/3 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$259.80"/> Total: <input type="text" value="\$259.80"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#ERM3104"/>		
	Item Notes: <input type="text" value="LCPA# 6250033"/>		

10	MOTOR - 3/4 HP		
	Quantity: <u> 4 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$373.99"/> Total: <input type="text" value="\$1,495.96"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#VEM3542"/>		
	Item Notes: <input type="text" value="LCPA#6250075"/>		

11	MOTOR - 1 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$917.57"/> Total: <input type="text" value="\$917.57"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#EBM3546T"/>		
	Item Notes: <input type="text" value="LCPA# 6250100"/>		

12	MOTOR - 1 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$393.41"/> Total: <input type="text" value="\$393.41"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#CEM3546T"/>		
	Item Notes: <input type="text" value="LCPA#6250102"/>		

13	MOTOR - 1 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$897.02"/> Total: <input type="text" value="\$897.02"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#VEBM3546T"/>		
	Item Notes: <input type="text" value="LCPA#6250103"/>		

14	MOTOR - 1 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$373.99"/> Total: <input type="text" value="\$373.99"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#EM3546T"/>		
	Item Notes: <input type="text" value="LCPA#6250104"/>		

1 5	MOTOR - 1 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$483.05"/> Total: <input type="text" value="\$483.05"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#EM3556T"/>		
	Item Notes: <input type="text" value="LCPA#6250105"/>		

1 6	MOTOR - 1 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$393.41"/> Total: <input type="text" value="\$393.41"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# VEM3546T"/>		
	Item Notes: <input type="text" value="LCPA# 6250106"/>		

1 7	MOTOR - 1 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$558.42"/> Total: <input type="text" value="\$558.42"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# VEM3581T"/>		
	Item Notes: <input type="text" value="LCPA#6250107"/>		

1 8	MOTOR - 1.5 HP		
	Quantity: <u> 13 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$415.68"/> Total: <input type="text" value="\$5,403.84"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# EM3554T"/>		
	Item Notes: <input type="text" value="LCPA# 6250151"/>		

1 9	MOTOR - 1.5 HP		
	Quantity: <u> 13 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$435.09"/> Total: <input type="text" value="\$5,656.17"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#CEM3554T"/>		
	Item Notes: <input type="text" value="LCPA# 6250152"/>		

2 0	MOTOR - 1.5 HP		
	Quantity: <u> 5 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$1,032.91"/> Total: <input type="text" value="\$5,164.55"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#EBM3554T"/>		
	Item Notes: <input type="text" value="LCPA# 6250153"/>		

2 1	MOTOR - 1.5 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$435.09"/> Total: <input type="text" value="\$435.09"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#VEM3554T"/>		
	Item Notes: <input type="text" value="LCPA# 625154"/>		

2 2	MOTOR - 1.5 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$636.65"/> Total: <input type="text" value="\$636.65"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#CEWDM 3554T"/>		
	Item Notes: <input type="text" value="LCPA# 6250155"/>		

2 3	MOTOR - 2 HP		
	Quantity: <u> 2 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$439.66"/> Total: <input type="text" value="\$879.32"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#EM3558T"/>		
	Item Notes: <input type="text" value="LCPA# 6250201"/>		

2 5	MOTOR - 2 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$1,084.30"/> Total: <input type="text" value="\$1,084.30"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# EBM3558T"/>		
	Item Notes: <input type="text" value="LCPA# 6250203"/>		

2 6	MOTOR - 2 HP		
	Quantity: <u> 2 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$459.07"/> Total: <input type="text" value="\$918.14"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#CEM3558T"/>		
	Item Notes: <input type="text" value="LCPA# 6250204"/>		

2 7	MOTOR - 2 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Price: <input type="text" value="\$1,084.30"/> Total: <input type="text" value="\$1,084.30"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="EBM3558T"/>		
	Item Notes: <input type="text" value="LCPA# 6250205"/>		

2 8	MOTOR - 2 HP		
	Quantity: <u> 4 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$459.07"/> Total: <input type="text" value="\$1,836.28"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# VEM3558T"/>		
	Item Notes: <input type="text" value="LCPA# 6250206"/>		

2 9	MOTOR - 2 HP		
	Quantity: <u> 4 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$993.51"/> Total: <input type="text" value="\$3,974.04"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# VEBM3558T"/>		
	Item Notes: <input type="text" value="LCPA# 6250207"/>		

30	MOTOR - 3 HP		
	Quantity: <u> 3 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$487.62"/> Total: <input type="text" value="\$1,462.86"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# CEM3611T"/>		
	Item Notes: <input type="text" value="LCPA# 6250300"/>		

31	MOTOR - 3 HP		
	Quantity: <u> 2 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$451.08"/> Total: <input type="text" value="\$902.16"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# EM3611T"/>		
	Item Notes: <input type="text" value="LCPA# 6250302"/>		

32	MOTOR - 3 HP		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$1,367.51"/> Total: <input type="text" value="\$1,367.51"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# EBM3611T"/>		
	Item Notes: <input type="text" value="LCPA# 6250303"/>		

33	MOTOR - 3 HP		
	Quantity: <u> 2 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$921.57"/> Total: <input type="text" value="\$1,843.14"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#CEWDM 3611T"/>		
	Item Notes: <input type="text" value="LCPA# 6250304"/>		

34	MOTOR - 3 HP		
	Quantity: <u> 3 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$487.62"/> Total: <input type="text" value="\$1,462.86"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="#VEM3611T"/>		
	Item Notes: <input type="text" value="LCPA# 6250305"/>		

35	MOTOR - 3 HP		
	Quantity: <u> 4 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$1,110.56"/> Total: <input type="text" value="\$4,442.24"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# VEBM3611T"/>		
	Item Notes: <input type="text" value="LCPA# 6250306"/>		

36	MOTOR - 5 HP		
	Quantity: <u> 3 </u>	UOM: <u> EA </u>	Unit Price: <input type="text" value="\$502.47"/> Total: <input type="text" value="\$1,507.41"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>		
	Manufacturer #: <input type="text" value="# CEM3615T"/>		
	Item Notes: <input type="text" value="LCPA# 6250500"/>		

37	MOTOR - 5 HP
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$465.92"/> Total: <input type="text" value="\$465.92"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>
	Manufacturer #: <input type="text" value="# EM3615T"/>
	Item Notes: <input type="text" value="LCPA#6250502"/>

38	MOTOR - 5 HP
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,658.14"/> Total: <input type="text" value="\$1,658.14"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>
	Manufacturer #: <input type="text" value="# EBM3615T"/>
	Item Notes: <input type="text" value="LCPA# 6250504"/>

39	MOTOR - 5 HP
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$502.47"/> Total: <input type="text" value="\$502.47"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>
	Manufacturer #: <input type="text" value="#VEM3615T"/>
	Item Notes: <input type="text" value="LCPA# 6250505"/>

40	MOTOR - 5 HP
	Quantity: <u> 3 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,301.27"/> Total: <input type="text" value="\$3,903.81"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>
	Manufacturer #: <input type="text" value="# VEBM3615T"/>
	Item Notes: <input type="text" value="LCPA# 6250506"/>

41	MOTOR - 7.5 HP
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$2,186.87"/> Total: <input type="text" value="\$2,186.87"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>
	Manufacturer #: <input type="text" value="#EBM3710T"/>
	Item Notes: <input type="text" value="LCPA# 6250750"/>

42	MOTOR - 7.5 HP
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$672.05"/> Total: <input type="text" value="\$672.05"/>
	Manufacturer: <input type="text" value="BALDOR ONLY"/>
	Manufacturer #: <input type="text" value="#EM3710T"/>
	Item Notes: <input type="text" value="LCPA# 6250752"/>

43	MOTOR - 5 HP - 3 PH
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$828.50"/> Total: <input type="text" value="\$828.50"/>
	Manufacturer: <input type="text" value="215T - Open Slotted Band"/>
	Manufacturer #: <input type="text" value="1200 RPM 460V"/>
	Item Notes: <input type="text" value="LCPA#7201005"/>

4 4	MOTOR - 7.5 HP - 3 PH
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$992.94"/> Total: <input type="text" value="\$992.94"/>
	Manufacturer: <input type="text" value="254T - Open Slotted Band"/>
	Manufacturer #: <input type="text" value="1200 RPM 460V"/>
	Item Notes: <input type="text" value="LCPA# 7201007"/>

4 5	MOTOR - 15 HP - 3 PH 1765 RPM 230/480V
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,199.64"/> Total: <input type="text" value="\$1,199.64"/>
	Manufacturer: <input type="text" value="254T - Open Slotted Band"/>
	Manufacturer #: <input type="text" value="# EM2513T"/>
	Item Notes: <input type="text" value="LCPA# 7201015"/>

4 6	MOTOR - 30 HP
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,943.63"/> Total: <input type="text" value="\$1,943.63"/>
	Manufacturer: <input type="text" value="284TS - Open Slotted Band"/>
	Manufacturer #: <input type="text" value="#EM2534T"/>
	Item Notes: <input type="text" value="LCPA# 7201030"/>

4 7	MOTOR - 50 HP - 3 PH
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$2,727.02"/> Total: <input type="text" value="\$2,727.02"/>
	Manufacturer: <input type="text" value="324TS - Open Slotted Band"/>
	Manufacturer #: <input type="text" value="3500 RPM 460V"/>
	Item Notes: <input type="text" value="LCPA# 7201050"/>

4 8	MOTOR - 20 HP
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,482.85"/> Total: <input type="text" value="\$1,482.85"/>
	Manufacturer: <input type="text" value="BALDOR OR GE 256T OPEN SLOTTED"/>
	Manufacturer #: <input type="text" value="GE 5KE256AIE205E2"/>

4 9	MOTOR - 20 HP
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$1,482.85"/> Total: <input type="text" value="\$1,482.85"/>
	Manufacturer: <input type="text" value="BALDOR OR GE 256T OPEN SLOTTED"/>
	Manufacturer #: <input type="text" value="GE 5KE256ATE205"/>

Response Total: \$87,405.17



Direct Dial: 239-590-4558
Fax: 239-590-4539

June 24, 2020

RICHARD W.M. WESCH
PORT AUTHORITY ATTORNEY

Ashley E. Dean VP
Bob Dean Supply, Inc.
2624 Hanson St
Fort Myers, FL 33901

BOARD OF
PORT COMMISSIONERS

Subject: NOTICE OF INTENT TO AWARD

BRIAN HAMMAN

Dear Mrs. Dean,

Kevin Ruane

The Lee County Port Authority intends to recommend the award of **RFB 21-15MLB: The Purchase and Delivery of Electric Motors for the Lee County Port Authority** to your company.

JOHN E. MANNING

CECIL L PENDERGRASS

Upon the approval of the Board of Port Commissioners, Lee County Port Authority will enter into an agreement in accordance with the requirements of the referenced solicitation. Notification of this decision to award the referenced bid will be posted on IONWAVE. For more information, please visit www.flylcpa.ionwave.net.

RAY SANDELLI

A representative from the Purchasing Office will be in contact with you by email shortly to obtain additional information that may be required in order to finalize the agreement.

Thank you for your participation and interest in doing business with the Lee County Port Authority.

Sincerely,

DocuSigned by:

54089761271455
Melissa M. Wendel, CPPO
Procurement Manager

CC:

Mark Trank, Assistant Port Authority Attorney
James Furiosi, Department Director- Facilities & Maintenance
Richard Keene, Programs & Resource Manager, Maintenance
Megan Wilson, Procurement Agent

Notice of Intent to Award

RFB 21-15: Purchase and Delivery of Electric Motors for the Lee County Port Authority

PROCUREMENT SUMMARY

On May 6, 2021 Lee County Port Authority released Request for Bid (RFB) 21-15MLB for the Purchase and Delivery of Electric Motors for the Lee County Port Authority. The services include furnishing and delivering electric motors in accordance with the requirements stated in the solicitation documents to the Authority beginning October 1, 2021.

The RFB was broadcast through the Lee County Port Authority website, Airport Minority Airport Council, Airport Council International, Florida Airport Council and in Ionwave, the Authority's e-procurement system.

Ionwave electronically notified 129 potential bidders. Two (2) bidders submitted a bid for consideration, including:

Applied Industrial Technologies

Bob Dean Supply Inc.

After the bid opening, the Procurement Agent reviewed each of the bids for responsiveness to the requirements of the RFB. The findings of the evaluation of bids are that Applied Industrial Technologies submitted the bid with the lowest grand total. (see attached tabulation of bids). However, the bid submitted by Applied Industrial Technology contained provisions/conditions that are not authorized by the RFB.


To be eligible for award, a bid must conform to the requirements of the RFB. To be responsive, a bidder must submit a bid which conforms in all material respects to the requirements set forth in the RFB.

The bid submitted by Applied Industrial Technologies seeks to qualify the terms and conditions of the RFB and does not conform to the requirements contained in the Request for Bid. Therefore, Applied Industrial Technologies is not eligible for award and its bid must be rejected.

The bid submitted by Bob Dean Supply has been evaluated and deemed responsive, meaning the bidder has submitted a bid which conforms in all material respects to the requirements set forth in the RFB.

A written recommendation to award to the lowest, responsive and responsible bidder was received by the Aviation Department.

Approved.

DocuSigned by:

FA068A66127C4A5...

7/8/2021

date: _____

****Negotiating contract terms after the bids are opened is inappropriate. The Authority is unable to allow bidders to provide bids on alternate levels of work because all bidders must bid on the same effort in order to ensure integrity in the procurement process.

Contract Number 9144
Vendor Number 104041

**LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT**

RFB 21-15MLB

**PURCHASE & DELIVERY OF ELECTRIC MOTORS
FOR THE LEE COUNTY PORT AUTHORITY**

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 BOB DEAN SUPPLY, INC., a Florida corporation, authorized to do business in the State of Florida ("PROVIDER"), whose business address is 2624 Hanson Street, Fort Myers, FL 33901, Federal Identification Number 59-1207774, (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

WITNESSETH

WHEREAS, the Authority desires to contract with Provider for electric motors at Southwest Florida International Airport and/or Page Field in Fort Myers, Florida, as specified in Request for Bid (RFB) 21-15; and,

WHEREAS, Provider has reviewed the services and products required under RFB 21-15 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 WORK/SERVICES

Provider hereby agrees to perform the services and/or provide the products set out in Part C of RFB 21-15, pp. 16-17, entitled "Specifications", which is merged into and incorporated by reference as part of this Agreement ("Specifications"). Provider agrees to perform in strict accordance with the Specifications.

No services may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Work/Services or elsewhere in the RFB.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE

The terms of the RFB, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the RFB 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 for three (3) 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 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 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 Work, 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 Work, based on the pricing and compensation terms described in the Scope of Work.

8.2 Provider will submit invoices to the Authority according to the Scope of Work. 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 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 Work. 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 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 Work.

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.

12.0 AUTHORITY'S REPRESENTATIVE

The Maintenance 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 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.

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 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 21-15 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

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 interest's provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

16.2. COVERAGES

The amounts and types of insurance will conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

16.2.1. Professional Liability Insurance - Provider will maintain 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.

16.2.2. Commercial General Liability Insurance will be maintained by Provider. Coverage will also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Personal Injury Coverages. Limits of coverage will not be less than the following for Bodily Injury, Property Damage and Personal Injury Combined

Single Limits:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 1,000,000
Specific Project Aggregate Limits	Same as above

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

16.2.3. Automobile Liability Insurance will be maintained by Provider as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$500,000 Combined Single Limit

If Provider will perform any work Airside on the Airports, it will provide \$5,000,000 in Bodily Injury and Property Damage Liability.

16.2.4. Worker's Compensation and Employers Liability Insurance will be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with Florida law. The amount of such insurance will not be less than:

Worker's Compensation: Florida Statutory Requirements

Employer's Liability:

Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000
Policy Limit	\$1,000,000

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

16.2.5. Crime Insurance/Fidelity Bond - Provider will maintain crime insurance coverage, or at the discretion of Authority, a Fidelity Bond, with limits equal to fifty-percent (50%) of the Agreement value or \$50,000.00 whichever is greater. The bond or policy will include coverage for all directors, officers, agents, and employees of the contractor. The bond or policy will include coverage for third party fidelity and name the Authority as Loss Payee. The bond or policy will include coverage for extended theft and mysterious disappearance. The bond or policy will not contain a condition requiring an arrest and conviction. Policies will be endorsed to include coverage for computer crime/fraud.

16.2.6. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit AC@ or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that s/he is an authorized representative. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, will be furnished to Authority thirty (30) days prior to the date of expiration. Provider will promptly submit a true copy of any policy, certified by the insurance company, and any endorsements issued or to be issued on the policy, if requested by Authority.

16.2.7. 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 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 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 Act 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

BOB DEAN SUPPLY, INC.
2624 Hanson Street
Fort Myers, FL 33901-7410
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.

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 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:

BOB DEAN SUPPLY, INC.

Celia Boyd
Witness

[Signature]
Authorized Signature for Provider

Nancy Denise Miller
Witness

By: ASHLEY E. DEAN
Printed Name

SEAL

Vice President
Title



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a contract amendment to Owen-Ames-Kimball Company (OAK), General Construction Manager/General Contractor to extend the contract time to potentially complete the ongoing Rehabilitation of Roads at the Southwest Florida International Airport.</p> <p>2. FUNDING SOURCE: N/A.</p> <p>3. TERM: Extended 3 years.</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides continuity through the completion of all project phases (depending on funding availability).</p> | <p>5. CATEGORY: 19.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</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>Development</u></p> |
|---|--|

10. BACKGROUND:

After competitive selection, a contract with OAK was entered into on September 27, 2016 for a term of five years to provide professional Construction Manager/General Contractor Services for the Port Authority. Tasks were authorized for design and preconstruction activities for the rehabilitation of landside roads at RSW. This includes repaving Chamberlin Parkway, the realignment of Chamberlin Parkway between Regional Lane and PJD Parkway, Air Cargo Road, Fuel Farm Road, Perimeter Road, and other ancillary roads on the north side of the airport. Due to COVID and other project priorities for available funding, the construction phases of this project had to be delayed. LCPA staff still continue to look for available funding for the completion of this project. Therefore, there is the need to extend the term of this agreement to September 9, 2024 to allow for potential project completion, depending on funding availability, as envisioned in the original competitive selection.

Attachment
Contract amendment

11. RECOMMENDED APPROVAL

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

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

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 9

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				

Contract Amendment #
 Owens-Arnes-Kimball Company Contract No. 7534

EXHIBIT B - CONTRACT SUMMARY

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	Title Contract Adjustment	TA Issued \$100,000 Level Maximum FY 2016-17	TA Issued \$100,000 Level Maximum FY 2017-18	TA Issued \$100,000 Level Maximum FY 2018-19	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Contract Reformation Evaluation	\$ 5,132.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,132.00	\$ 5,132.00	\$ -	\$ -
1	Design and Bid Management	\$ 194,202.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,883.00	\$ 95,883.00	\$ -	\$ -
2	ITS Signs Preconstruction Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,430.00	\$ 22,430.00	\$ -	\$ -
3	ITS Signs Construction Management	\$ 521,325.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321,325.00	\$ 521,325.00	\$ -	\$ -
CONTRACT TOTALS		\$ 720,659.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 644,753.00	\$ 844,753.00	\$ -	\$ -

Board-approved Level 4 - \$100,000 11/02/16

After competitive selection, a contract with OAK was entered into on September 27, 2016 for a term of five years to provide professional Construction Manager / General Contractor Services for the Port Authority. The current Contract approved by the Board "Article 4 – Term of Agreement" states: The term of the Agreement commences on the date first written above and continues for a term of five (5) years from that date, or the date CM-GC completes, and Authority accepts, any work assigned by a Task Authorization issued before the expiration date, whichever occurs last." Prior to the end of the contract term, Tasks were authorized for design and preconstruction activities for the rehabilitation of landside roads at RSW. The Design has been completed and as LCPA continues to work on the project and continue coordination with FDOT and other agencies to secure funding for the construction phase, there is the need to extend the term of this agreement to September 09, 2024 to allow for project completion.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a contract amendment to Johnson Engineering, Design Manager, to extend the contract time to potentially complete the Rehabilitation of Roads at the Southwest Florida International Airport.</p> <p>2. FUNDING SOURCE: N/A.</p> <p>3. TERM: Extended 3 years.</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides continuity through the completion date of all project phases (depending on funding availability).</p>	<p>5. CATEGORY: 20. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Mark Fisher</u></p> <p>DIV. <u>Development</u></p>
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10. BACKGROUND:

After competitive selection, a contract with Johnson Engineering, Inc. was entered into on September 27, 2016, for a term of five years to provide professional Design Manager Services for the Port Authority. Tasks were authorized for design and preconstruction activities for the rehabilitation of landside roads at RSW. This includes repaving Chamberlin Parkway, the realignment of Chamberlin Parkway between Regional Lane and PJD Parkway, Air Cargo Road, Fuel Farm Road, Perimeter Road, and other ancillary roads on the north side of the airport. Due to COVID and other project priorities for available funding, the construction phases of this project had to be delayed. LCPA staff still continue to look for available funding for the completion of this project. Therefore, there is the need to extend the term of this agreement to September 9, 2024 to allow for potential project completion, depending on funding availability, as envisioned in the original competitive selection.

Attachment:
Contract Amendment

11. RECOMMENDED APPROVAL

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

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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CA No. 14

Vendor No. 105638

Contract No. 7536

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 15-24 Design Manager Services for the Rehabilitation of Roads
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 Design Manager Rehabilitation of Roads – Extend Contract to September 9, 2024

(1) Reasons for Amendment

- | | |
|---|--|
| <input type="checkbox"/> Programmed CIP Project(s) | <input type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input checked="" type="checkbox"/> Other <u>Contract Extension</u> | |

(2) Method of Negotiating Price of Work

- _____ Lump Sum
 _____ Time and Materials
 _____ Unit Prices
 _____ Hourly plus expenses
 _____ X Other NA

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.

Johnson Engineering, Inc. _____ ACCEPTANCE

Laura DeJohn _____ 

FDOT: _____ N/A _____
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. 14

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				

Johnson Engineering - Contract 7536

EXHIBIT B - CONTRACT SUMMARY

Contract Amendment 14

7/29/2021

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2016-17	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2017-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2018-19	TA Issued \$100,000 Level Maximum \$1,000,000 FY 2019-20	CA Issued \$100,000 Level Maximum \$1,000,000 FY 2020-21	Current Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1	Pavement Rehabilitation Evaluation	\$ 114,199.00	\$ -	\$ -	\$ 172,626.00	\$ -	\$ -	\$ -	\$ -	\$ 172,626.00	\$ 172,626.00	\$ -	\$ -
1	Design and Construction Plans	\$ 1,935,660.00	\$ -	\$ -	\$ -	\$ -	\$ 117,860.00	\$ 9,190.00	\$ (76,483.68)	\$ 1,791,386.32	\$ 1,791,386.32	\$ -	\$ -
2	Fuel Farm Road Street Lighting (TA 1.5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	ITS Signs - Terminal Access Road (void)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	LED Retrofit Analysis (Chamberlin)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,440.00	\$ (670.00)	\$ 5,110.00	\$ 4,440.00	\$ -	\$ -
5	Fountain Design (Chamberlin)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,307.50	\$ -	\$ 25,307.50	\$ 25,307.50	\$ -	\$ -
6	RSW ITS Signs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,490.00	\$ -	\$ 41,490.00	\$ 41,490.00	\$ -	\$ -
7	AOPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,975.00	\$ -	\$ 16,955.00	\$ 16,955.00	\$ -	\$ -
CONTRACT TOTALS		\$ 2,049,859.00	\$ -	\$ -	\$ 172,626.00	\$ -	\$ 117,860.00	\$ 90,402.50	\$ (77,153.68)	\$ 2,052,874.82	\$ 2,052,204.82	\$ -	\$ -

Board-approved Level 4 - \$100,000 11/3/2016

After competitive selection, a contract with Johnson Engineering, Inc. was entered into on September 27, 2016, for a term of five years to provide professional Design Manager Services for the Port Authority. The current Contract approved by the Board "Article 3 – Term of Agreement" states: The term of this Agreement commences on the date first written above and continues for a term of five (5) years from that date or the date Consultant completes, and Authority accepts, any work assigned by a Task Authorization issued before the expiration date, whichever occurs last." Prior to the end of the contract term, Tasks were authorized for design and preconstruction activities for the rehabilitation of landside roads at RSW. The Design has been completed and as LCPA continues to work on the project and continue coordination with FDOT and other agencies to secure funding for the construction phase, there is the need to extend the term of this agreement to September 09, 2024 to allow for project completion.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve grant of permanent non-exclusive underground utility easement to Florida Power & Light Company to provide electrical service to the FMY Holdings, LLC hangar at Page Field Airport.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves a permanent non-exclusive underground utility easement to allow Florida Power & Light Company to provide electrical service to the FMY Holdings, LLC hangar at Page Field Airport.</p>	<p>5. CATEGORY: 21. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Mark A. Trank</u></p> <p>DIV. <u>Port Attorney</u></p>
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10. BACKGROUND:

Florida Power & Light Company has requested the Board of County Commissioners grant a non-exclusive underground utility easement to provide electrical service to the FMY Holdings, LLC hangar at Page Field Airport. It is in the best interest of the County and Port Authority to grant the requested easement.

Attachment:
Easement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
					<i>Benjamin R. Siegel</i>

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

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Strap No.: 1-45-24-00-00007.0000

Section 01, Twp. 45 S, Range 24 E

PERMANENT PUBLIC UTILITY EASEMENT

This Permanent Public Utility Easement ("Easement") is made this 9th day of September, 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 its licensees, agents, successors and assigns (collectively "Grantee").

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 Grantee 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.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located

within or adjacent to the Easement Area, including the right to construct or maintain facilities that longitudinally and laterally traverse the Easement Area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS 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



Description

Easement Description:

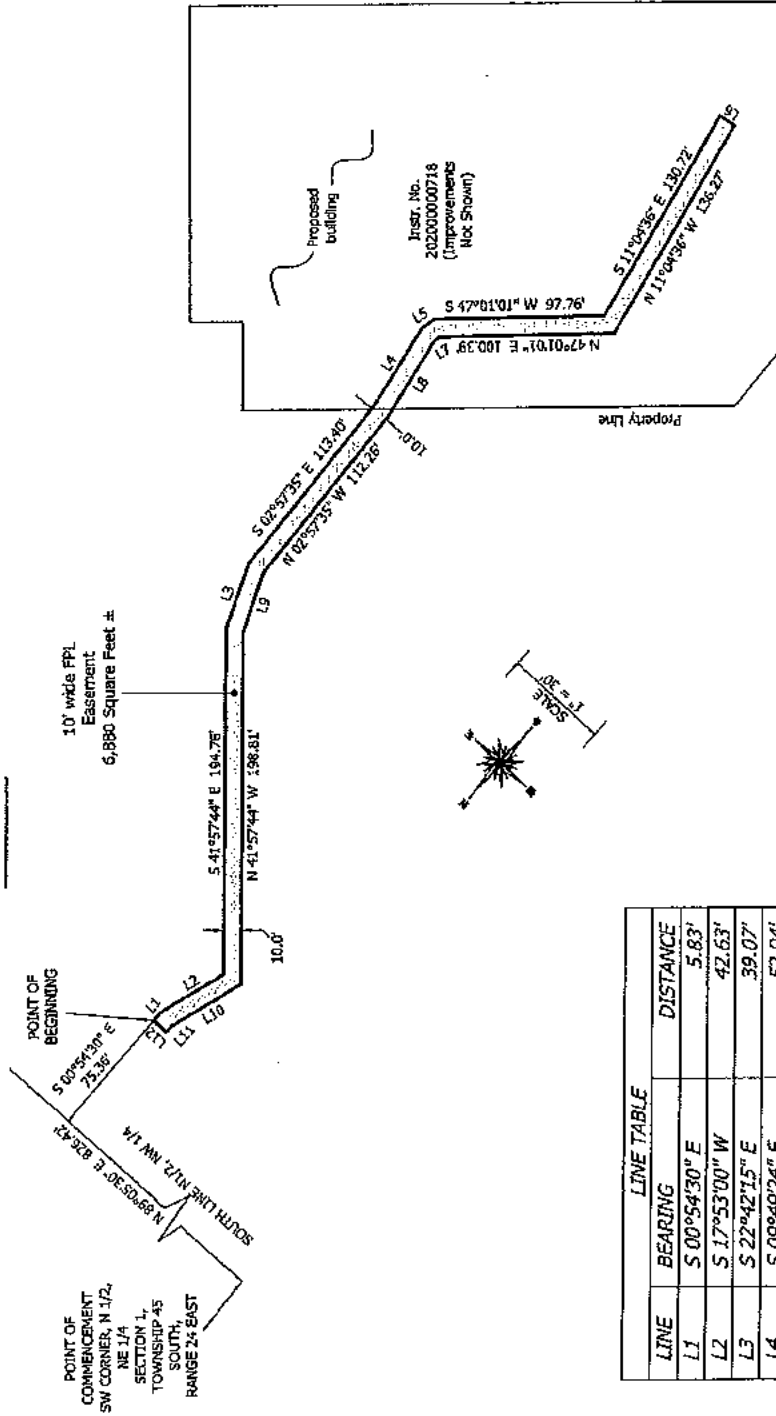
A Parcel of land situated within Page Field Airport Lands lying in Section 01, Township 45 South, Range 24 East, Lee County, Florida more particularly described as follows:

Commencing at the Southwest Corner of the North 1/2 of the Northeast 1/4 of Section 01, Township 45 South, Range 24 East, Lee County, Florida; thence N 89°05'30" E along the South line of the North 1/2 of the Northeast 1/4 of Section 01, Township 45 South, Range 24 East, Lee County, Florida, a distance of 826.42 feet; thence leaving said South line run the perpendicular bearing of S 00°54'30" E a distance of 75.36 feet to Point of Beginning of the lands herein described; thence from said Point of Beginning continue S 00°54'30" E a distance of 5.83 feet; thence S 17°53'00" W a distance of 42.63 feet; thence S 41°57'44" E a distance of 194.76 feet; thence S 22°42'15" E a distance of 39.07 feet; thence S 02°57'35" E a distance of 113.40 feet; thence S 09°49'24" E a distance of 52.94 feet; thence S 14°27'50" W a distance of 9.12 feet; thence S 47°01'01" W a distance of 97.76 feet; thence S 11°04'36" E a distance of 130.72 feet; thence S 78°55'24" W a distance of 10.00 feet; thence N 11°04'36" W a distance of 136.27 feet; thence N 47°01'01" E a distance of 100.39 feet; thence N 14°27'50" E a distance of 4.04 feet; thence N 09°49'24" W a distance of 51.39 feet; thence N 02°57'35" W a distance of 112.26 feet; thence N 22°42'15" W a distance of 35.63 feet; thence N 41°57'44" W a distance of 198.81 feet; thence N 17°53'00" E a distance of 46.73 feet; thence N 00°54'30" W a distance of 4.17 feet; thence N 88°56'01" E a distance of 10.00 feet and the Point of Beginning.

Said Parcel contains 6,880 Square feet or 0.16 Acres more or less.

THIS IS NOT A SURVEY	Description to Accompany Sketch 10' Wide FPL Easement <i>A tract of land lying in a portion of Section 01, Township 45 South, Range 24 East, Lee County, Florida</i>	
<i>Sheet 1 of 2</i>	 324 Nicholas Parkway W, Unit A Cape Coral, Florida 33991 Phone: (239) 673-9541 www.Ardurra.com License #LB-2610 ARDURRA COLLABORATE. INNOVATE. CREATE.	I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on June 14, 2021 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 51-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.  Digitally signed by Jeffrey Stouten Date: 2021.06.16 08:02:38 -0400 JEFFREY D. STOUTEN (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 8384 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER
JOB # 21-0391 PREPARED FOR: Sherer Construction SECTIONS 01, TOWNSHIP 45S, RANGE 24E		

Sketch



LINE	BEARING	DISTANCE
L1	S 00°54'30" E	5.83'
L2	S 17°53'00" W	42.63'
L3	S 22°42'15" E	39.07'
L4	S 09°49'24" E	52.94'
L5	S 14°27'50" W	9.12'
L6	S 78°55'24" W	10.00'
L7	N 14°27'50" E	4.04'
L8	N 09°49'24" W	51.39'
L9	N 22°42'15" W	35.63'
L10	N 17°53'00" E	46.73'
L11	N 00°54'30" W	4.17'
L12	N 88°56'01" E	10.00'

SURVEY NOTES:

1. READINGS ARE BASED ON SOUTHERLY LINE OF THE NORTHEAST 1/4 OF SECTION 01, TOWNSHIP 45 SOUTH, RANGE 24 EAST, AS MONUMENTED IN THE FIELD, BEING SURVEYED.
2. MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. THIS IS A TOPOGRAPHIC SURVEY.
4. ADJUSTMENTS TO CORRECTIONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR.
5. DO NOT COPY VERTICAL DATA WITHOUT THE WRITTEN CONSENT OF ANDURRA, INC.
6. NOT VALID WITHOUT SHEET 1 OF 1.

Sheet 2 of 2

Sketch to Accompany Description
10' Wide FPL Easement
A tract of land lying in a portion of
Section 01, Township 45 South, Range
24 East, Lee County, Florida

THIS IS NOT A SURVEY



354 Nicholas Parkway W, Unit A
 Cape Coral, Florida 33991
 Phone: (239) 673-9941
 www.ardurra.com
 License PELB-6610

DATE	REVISION
JOB #21-0091	PREPARED FOR: Sherril Corporation
SECTION 01, TOWNSHIP 45S, RANGE 24E	

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented herein, made under my direction on June 14, 2021 is in accordance with Standards & Practices set out forth by the Florida Board of Professional Surveyors & Mappers, Chapter 34-17, Florida Administrative Code, pursuant to Section 475.027 Florida Statutes.

SEE SHEET 1 OF 2 FOR SIGNATURE AND SEAL.

REPEAT & PROVIDE FOR THE GRAB
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR
 DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approval of an Access Road Easement to South Florida Water Management District for nonexclusive access to the County-owned Florida Gulf Coast University Mitigation Site for vehicular and pedestrian access, ingress and egress, and maintenance purposes.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Approves a grant of an Access Road Easement to South Florida Water Management District for nonexclusive access to the County-owned Florida Gulf Coast University Mitigation Site for vehicular and pedestrian access, ingress and egress, and maintenance purposes.

5. **CATEGORY:** 22.
Consent Agenda

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Mark A. Trank

DIV. Port Attorney

10. BACKGROUND:

The Authority operates the Southwest Florida International Airport in Fort Myers, Florida (Airport) and maintains a certain area, known as the Lee County Port Authority Mitigation Park, (the "Mitigation Park") as mitigation lands for the Airport. The Florida Gulf Coast University Mitigation Site (the "District Mitigation Site")(STRAP # 12-46-26-00-00001.1000 FOLIO ID 10351623) was purchased by Lee County to mitigate the development of the University and Treeline Road, address secondary impacts associated with the University and related developments, and provide mitigation for Treeline Road; and is under the management authority of the South Florida Water Management District. District Mitigation Site land management activities consist of prescribed fire, forestry and vegetation management (e.g. mowing, shredding), wildlife management, including monitoring, exotic vegetation control, natural community health monitoring, and habitat restoration.

South Florida Water Management District has requested the County and Port Boards approve and grant a perpetual Access Road Easement to provide District staff, contractors, and other agency invitees to access the District Mitigation Site through the Mitigation Park. It is in the best interests of the County and Port Authority to grant the requested easement.

Attachment: Perpetual Access Road Easement

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR <i>Benjamin R. Siegel</i>
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

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

13. PORT AUTHORITY ACTION:

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

**Prepared By & Return to:
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
3301 Gun Club Road
West Palm Beach, FL 33406
ATTN: Real Estate Division, MSC#3710**

Tract No.: F6600-834, 835

PERPETUAL ACCESS ROAD EASEMENT

THIS PERPETUAL ACCESS ROAD EASEMENT is made this _____ day of _____, 2021, between **LEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902, hereinafter referred to as "Grantor", and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a governmental entity created by Chapter 373, Florida Statutes, with its principal office and mailing address at 3301 Gun Club Road, West Palm Beach, Florida 33406, hereinafter referred to as "Grantee".

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good, adequate and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a perpetual, non-exclusive access road easement for vehicular and pedestrian access, ingress and egress, and maintenance purposes ("Access Easement") in, on, over, across, through and with respect to the real property located in Lee County, Florida described in Exhibit "A" attached hereto and made a part hereof (the "Access Easement Area"), in favor of, benefiting and running with all lands now or hereafter owned, controlled and/or used by Grantee.

Grantee shall have the right, but not the obligation, to maintain and/or improve the Access Easement Area as determined by Grantee in order to ensure the full enjoyment of the rights granted and conveyed by this Access Easement. This Access Easement shall at no time be obstructed by any object which would prohibit access, ingress or egress, to and from any lands owned, controlled or used by Grantee or in any manner, interfere with the purposes of this Access Easement. Notwithstanding the foregoing, Grantee agrees not to block access to the Grantor, its agents, representatives and assigns, for purposes relating to work authorized by Grantor in the Access Easement Area.

Grantee further agrees to remedy any damage caused by its activities within the Access Easement Area, with remediation limited to restoration of the lands to the condition in existence prior to such damage.

All terms, conditions and provisions of this Access Easement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

TO HAVE AND TO HOLD this Perpetual Access Road Easement the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the proper use, benefit and behoof of the Grantee, its successors and assigns forever.

Grantor hereby covenants that it is lawfully seized of the Access Easement Area in fee simple and that it has good and lawful authority to convey this easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its authorized hand and seal this ____ day of _____, 2021.

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

LINDA DOGGETT, CLERK

By: _____
Signature

Typed or printed name
Deputy Clerk

By: _____
Signature

Typed or printed name
Chair/Vice-Chair

APPROVED AT TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

Lee County Attorney's Office

Exhibit "A"
Tract No. F6600-835

Two (2) Strips of land

Strip 1

A 30-foot-wide strip of land in Sections 13,14 and 23 Township 46 South, Range 26 East, Lee County Florida; said strip of land lying 15 feet on both sides of the follow described line:

Commence at the South one-quarter (S¼) corner of said Section 23, thence bear South 89°55'57" West (Bearing Base) a distance of 671.80 feet; Thence, North 02°35'21" East, a distance of 50.05 feet to the North right of way line of Corkscrew Road and the Point of Beginning of said strip of land;

Thence, continue North 02°35'21" East, a distance of 136.10 feet;

Thence, North 03°09'10" West, a distance of 136.34 feet;

Thence, North 03°16'46" East, a distance of 112.35 feet;

Thence, North 03°33'21" West, a distance of 160.41 feet;

Thence, North 15°09'34" West, a distance of 93.87 feet;

Thence, North 27°41'55" West, a distance of 91.85 feet;

Thence, North 37°37'33" West, a distance of 160.72 feet;

Thence, North 15°20'57" West, a distance of 121.38 feet;

Thence, North 00°45'45" West, a distance of 618.52 feet;

Thence, North 03°15'41" West, a distance of 75.05 feet;

Thence, North 01°07'31" East, a distance of 444.83 feet;

Thence, North 00°57'44" West, a distance of 468.33 feet;

Thence, North 02°43'29" East, a distance of 166.24 feet;

Thence, North 10°42'06" East, a distance of 92.41 feet;

Thence, North 40°32'50" East, a distance of 219.55 feet;

Thence, North 22°36'53" East, a distance of 63.42 feet;

Thence, North 06°10'38" East, a distance of 79.30 feet;

Thence, North 00°25'54" West, a distance of 1660.59 feet;

Thence, North 00°22'47" East, a distance of 454.11 feet;

Thence, North 73°17'46" East, a distance of 55.90 feet;

Thence, South 81°33'32" East, a distance of 74.31 feet;

Thence, South 89°23'11" East, a distance of 333.81 feet;

Thence, North 85°36'07" East, a distance of 119.50 feet;

Thence, North 81°08'41" East, a distance of 57.99 feet;

Thence, North 58°42'53" East, a distance of 54.82 feet;

Thence, North 39°01'51" East, a distance of 75.64 feet;

Thence, North 26°38'57" East, a distance of 74.88 feet;

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
P.O. BOX 24680, 3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

THIS IS NOT A SURVEY

SECTIONS 13,14 & 23
TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

EXHIBIT "A"
TRACT NO. F6600-835

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	22. -

Thence, North 38°52'10" East, a distance of 63.08 feet;
 Thence, North 75°14'51" East, a distance of 41.08 feet;
 Thence, South 82°10'20" East, a distance of 59.93 feet;
 Thence, South 70°22'48" East, a distance of 63.07 feet;
 Thence, South 21°37'23" East, a distance of 119.87 feet;
 Thence, South 41°49'02" East, a distance of 41.62 feet;
 Thence, South 69°02'54" East, a distance of 47.67 feet;
 Thence, South 89°48'23" East, a distance of 267.72 feet;
 Thence, North 85°04'07" East, a distance of 214.74 feet;
 Thence, North 14°29'58" East, a distance of 357.45 feet;
 Thence, North 09°58'13" East, a distance of 144.97 feet;
 Thence, North 14°21'34" East, a distance of 344.43 feet;
 Thence, North 09°24'54" East, a distance of 96.63 feet;
 Thence, North 12°41'05" East, a distance of 256.60 feet;
 Thence, North 38°24'56" East, a distance of 78.04 feet;
 Thence, North 55°22'27" East, a distance of 422.78 feet;
 Thence, North 50°51'58" East, a distance of 139.97 feet;
 Thence, North 53°25'36" East, a distance of 155.23 feet;
 Thence, North 56°59'31" East, a distance of 175.08 feet;
 Thence, North 36°49'40" East, a distance of 139.66 feet;
 Thence, North 18°52'31" East, a distance of 198.60 feet to Point "A";
 Thence, South 60°37'47" East, a distance of 171.05 feet;
 Thence, South 86°11'32" East, a distance of 28.17 feet;
 Thence, North 59°42'27" East, a distance of 29.66 feet;
 Thence, North 42°29'27" East, a distance of 88.78 feet;
 Thence, North 75°05'19" East, a distance of 131.49 feet;
 Thence, South 86°46'10" East, a distance of 33.16 feet;
 Thence, North 76°35'16" East, a distance of 72.57 feet;
 Thence, North 52°26'55" East, a distance of 58.31 feet;
 Thence, North 11°17'17" East, a distance of 55.68 feet;
 Thence, North 01°29'00" West, a distance of 509.59 feet;
 Thence, North 13°47'01" East, a distance of 76.10 feet;
 Thence, North 14°41'41" West, a distance of 91.16 feet;
 Thence, North 19°15'15" East, a distance of 71.98 feet;
 Thence, North 48°03'04" East, a distance of 96.71 feet;
 Thence, North 13°45'45" East, a distance of 86.66 feet;
 Thence, North 43°58'56" East, a distance of 35.19 feet;
 Thence, North 55°50'01" East, a distance of 75.50 feet;
 Thence, North 42°24'50" East, a distance of 31.56 feet;
 Thence, North 16°14'05" East, a distance of 75.98 feet;

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
 P.O. BOX 24680, 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

THIS IS NOT A SURVEY

SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

EXHIBIT "A"
 TRACT NO. F6600-835

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	22. -

Thence, North 40°42'55" East, a distance of 136.19 feet;
 Thence, North 51°02'32" East, a distance of 63.47 feet;
 Thence, North 42°22'23" East, a distance of 367.36 feet;
 Thence, North 13°38'55" East, a distance of 26.49 feet;
 Thence, North 27°58'44" West, a distance of 46.60 feet;
 Thence, North 41°02'09" West, a distance of 140.99 feet;
 Thence, North 16°35'29" West, a distance of 271.39 feet;
 Thence, North 04°44'40" East, a distance of 136.24 feet;
 Thence, North 17°29'12" West, a distance of 235.40 feet;
 Thence, North 27°31'30" West, a distance of 332.84 feet;
 Thence, North 19°36'57" West, a distance of 339.52 feet;
 Thence, North 41°59'34" West, a distance of 42.47 feet;
 Thence, North 54°53'11" West, a distance of 152.74 feet;
 Thence, North 01°05'44" West, a distance of 51.39 feet, to the North line of said Section 13 and the South line of Section 12, Township 46 South, Range 26 East and the end of the specifically described line.

The sidelines of said strip are to shorten or lengthen to form a continuous strip. The continuous strip is bounded on the south by the North line of Corkscrew road and bounded on the North by the South line of Section 12, Township 46 South, Range 26 East.

Strip 2

A 30-foot-wide strip of land in Sections 13 and 14 Township 46 South, Range 26 East, Lee County Florida; said strip of land lying 15 feet on both sides of the follow described line:

Commence at the end of the specifically described line in Strip 1; Thence, South 01°05'44" East, a distance of 15.00 feet to a point on a line that is 15 foot southerly of parallel with and as measured at right angle to the South line of said Section 12 and the **Point of Beginning** of said line;

Thence, South 89°36'41" West, a distance of 174.08 feet;
 Thence, South 23°47'29" West, a distance of 40.72 feet;
 Thence, South 09°36'47" West, a distance of 36.67 feet;
 Thence, South 21°45'54" East, a distance of 94.48 feet;
 Thence, South 01°53'55" West, a distance of 184.68 feet;
 Thence, South 50°24'40" West, a distance of 62.84 feet;
 Thence, North 88°24'16" West, a distance of 603.16 feet;
 Thence, South 28°31'59" West, a distance of 45.62 feet;
 Thence, South 48°54'36" West, a distance of 51.29 feet;
 Thence, South 24°52'06" West, a distance of 36.77 feet;

THIS IS NOT A SURVEY

SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION P.O. BOX 24680, 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680					
EXHIBIT "A" TRACT NO. F6600-835					
DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	22. -

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Thence, South 38°59'32" West, a distance of 83.35 feet;
 Thence, South 17°22'06" West, a distance of 843.51 feet;
 Thence, South 69°43'31" West, a distance of 160.46 feet;
 Thence, South 38°29'48" West, a distance of 45.80 feet;
 Thence, South 06°00'49" East, a distance of 139.32 feet;
 Thence, South 30°35'20" West, a distance of 178.83 feet;
 Thence, South 00°56'36" West, a distance of 52.53 feet;
 Thence, South 36°45'54" West, a distance of 201.83 feet;
 Thence, South 25°23'36" East, a distance of 301.07 feet;
 Thence, North 54°34'18" East, a distance of 678.32 feet;
 Thence, South 72°19'41" East, a distance of 43.26 feet;
 Thence, South 19°39'21" East, a distance of 730.38 feet;
 Thence, South 18°30'06" East, a distance of 500.74 feet;
 Thence, South 02°07'15" East, a distance of 33.22 feet;
 Thence, South 20°36'30" West, a distance of 140.70 feet to Point "A" as described in Strip 1
 and the **End of the described line**;
 The sidelines of said strip are to shorten or lengthen to form a continuous strip. At Point "A"
 the strip is continued to Strip 1.

Strip 1 and 2 contain 13.24 acres more or less

THIS IS NOT A SURVEY

SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

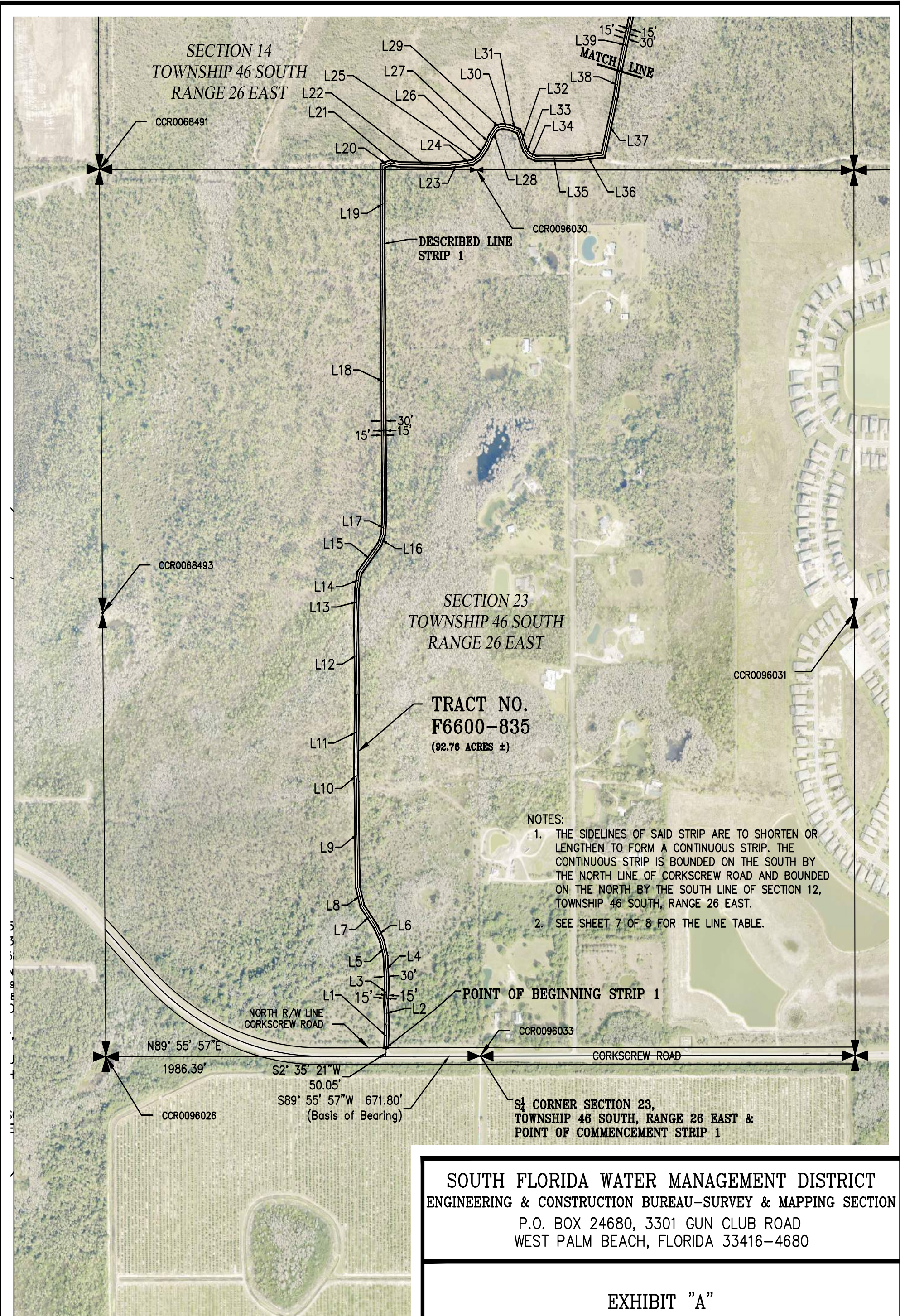
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
 P.O. BOX 24680, 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

EXHIBIT "A"
 TRACT NO. F6600-835

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	22. -

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P:\District_Projects\Named_Projects\Lee_County\Port_Authority\Legal_Description_Sketch (LDSK)\F6600-835\01-AutoCAD\F6600-835_recover.dwg



NOTES:

1. THE SIDELINES OF SAID STRIP ARE TO SHORTEN OR LENGTHEN TO FORM A CONTINUOUS STRIP. THE CONTINUOUS STRIP IS BOUNDED ON THE SOUTH BY THE NORTH LINE OF CORKSCREW ROAD AND BOUNDED ON THE NORTH BY THE SOUTH LINE OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 26 EAST.
2. SEE SHEET 7 OF 8 FOR THE LINE TABLE.

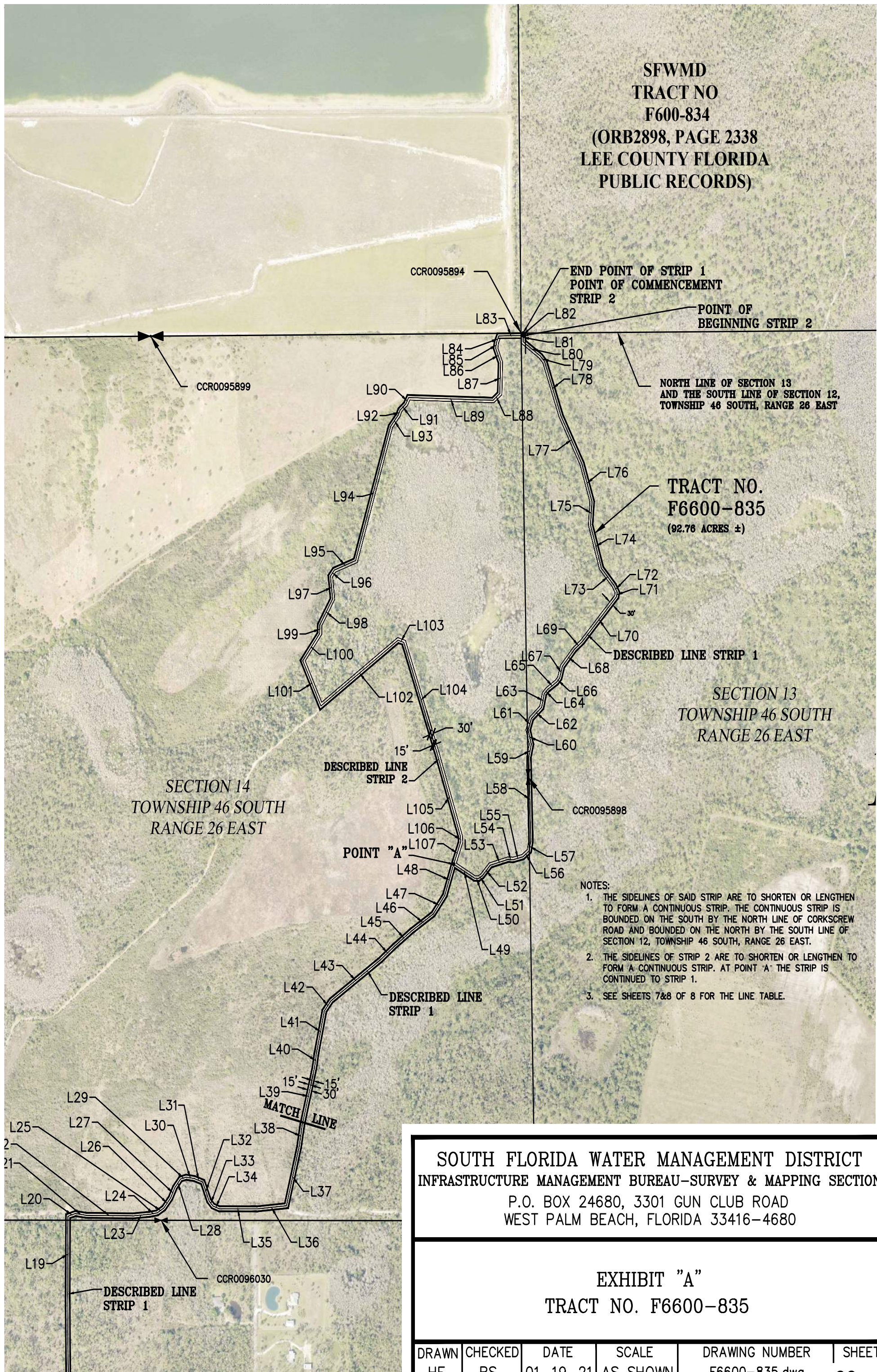
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
 P.O. BOX 24680, 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680**

**EXHIBIT "A"
 TRACT NO. F6600-835**

**SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA**

DRAWN HE	CHECKED RS	DATE 06-22-21	SCALE AS SHOWN	DRAWING NUMBER F6600-835.dwg	SHEET 22. -
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SFWMD
TRACT NO
F600-834
(ORB2898, PAGE 2338
LEE COUNTY FLORIDA
PUBLIC RECORDS)



NORTH LINE OF SECTION 13
AND THE SOUTH LINE OF SECTION 12,
TOWNSHIP 46 SOUTH, RANGE 26 EAST

TRACT NO.
F6600-835
(92.76 ACRES ±)

SECTION 13
TOWNSHIP 46 SOUTH
RANGE 26 EAST

SECTION 14
TOWNSHIP 46 SOUTH
RANGE 26 EAST

- NOTES:
1. THE SIDELINES OF SAID STRIP ARE TO SHORTEN OR LENGTHEN TO FORM A CONTINUOUS STRIP. THE CONTINUOUS STRIP IS BOUNDED ON THE SOUTH BY THE NORTH LINE OF CORKSCREW ROAD AND BOUNDED ON THE NORTH BY THE SOUTH LINE OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 26 EAST.
 2. THE SIDELINES OF STRIP 2 ARE TO SHORTEN OR LENGTHEN TO FORM A CONTINUOUS STRIP. AT POINT 'A' THE STRIP IS CONTINUED TO STRIP 1.
 3. SEE SHEETS 7&8 OF 8 FOR THE LINE TABLE.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INFRASTRUCTURE MANAGEMENT BUREAU—SURVEY & MAPPING SECTION
P.O. BOX 24680, 3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EXHIBIT "A"
TRACT NO. F6600-835

DRAWN HE	CHECKED RS	DATE 01-19-21	SCALE AS SHOWN	DRAWING NUMBER F6600-835.dwg	SHEET 22. -
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Line Table		
Line #	Direction	Length
L1	N2° 35' 21"E	136.10
L2	N3° 09' 10"W	136.34
L3	N3° 16' 46"E	112.35
L4	N3° 33' 21"W	160.41
L5	N15° 09' 34"W	93.87
L6	N27° 41' 55"W	91.85
L7	N37° 37' 33"W	160.72
L8	N15° 20' 57"W	121.38
L9	N0° 45' 45"W	618.52
L10	N3° 15' 41"W	75.05
L11	N1° 07' 31"E	444.83
L12	N0° 57' 44"W	468.33
L13	N2° 43' 29"E	166.24
L14	N10° 42' 06"E	92.41
L15	N40° 32' 50"E	219.55
L16	N22° 36' 53"E	63.42
L17	N6° 10' 38"E	79.30
L18	N0° 25' 54"W	1660.59
L19	N0° 22' 47"E	454.11
L20	N73° 17' 46"E	55.90
L21	S81° 33' 32"E	74.31
L22	S89° 23' 11"E	333.81
L23	N85° 36' 07"E	119.50
L24	N81° 08' 41"E	57.99
L25	N58° 42' 53"E	54.82
L26	N39° 01' 51"E	75.64
L27	N26° 38' 57"E	74.88

Line Table		
Line #	Direction	Length
L28	N38° 52' 10"E	63.08
L29	N75° 14' 51"E	41.08
L30	S82° 10' 20"E	59.93
L31	S70° 22' 48"E	63.07
L32	S21° 37' 23"E	119.87
L33	S41° 49' 02"E	41.62
L34	S69° 02' 54"E	47.67
L35	S89° 48' 23"E	267.72
L36	N85° 04' 07"E	214.74
L37	N14° 29' 58"E	357.45
L38	N9° 58' 13"E	144.97
L39	N14° 21' 34"E	344.43
L40	N9° 24' 54"E	96.63
L41	N12° 41' 05"E	256.60
L42	N38° 24' 56"E	78.04
L43	N55° 22' 27"E	422.78
L44	N50° 51' 58"E	139.97
L45	N53° 25' 36"E	155.23
L46	N56° 59' 31"E	175.08
L47	N36° 49' 40"E	139.66
L48	N18° 52' 31"E	198.60
L49	S60° 37' 47"E	171.05
L50	S86° 11' 32"E	28.17
L51	N59° 42' 27"E	29.66
L52	N42° 29' 27"E	88.78
L53	N75° 05' 19"E	131.49
L54	S86° 46' 10"E	33.16

Line Table		
Line #	Direction	Length
L55	N76° 35' 16"E	72.57
L56	N52° 26' 55"E	58.31
L57	N11° 17' 17"E	55.68
L58	N1° 29' 00"W	509.59
L59	N13° 47' 01"E	76.10
L60	N14° 41' 41"W	91.16
L61	N19° 15' 15"E	71.98
L62	N48° 03' 04"E	96.71
L63	N13° 45' 45"E	86.66
L64	N43° 58' 56"E	35.19
L65	N55° 50' 01"E	75.50
L66	N42° 24' 50"E	31.56
L67	N16° 14' 05"E	75.98
L68	N40° 42' 55"E	136.19
L69	N51° 02' 32"E	63.47
L70	N42° 22' 23"E	367.36
L71	N13° 38' 55"E	26.49
L72	N27° 58' 44"W	46.60
L73	N41° 02' 09"W	140.99
L74	N16° 35' 29"W	271.39
L75	N4° 44' 40"E	136.24
L76	N17° 29' 12"W	235.40
L77	N27° 31' 30"W	332.84
L78	N19° 36' 57"W	339.52
L79	N41° 59' 34"W	42.47
L80	N54° 53' 11"W	152.74
L81	N1° 05' 44"W	51.39

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION
 P.O. BOX 24680, 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

THIS IS NOT A SURVEY
SECTIONS 13,14 & 23
TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

EXHIBIT "A"
TRACT NO. F6600-835

DRAWN HE	CHECKED RS	DATE 06-22-21	SCALE AS SHOWN	DRAWING NUMBER F6600-835.dwg	SHEET 22. -
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Line Table		
Line #	Direction	Length
L82	S1° 05' 44"E	15.00
L83	S89° 36' 41"W	174.08
L84	S23° 47' 29"W	40.72
L85	S9° 36' 47"W	36.67
L86	S21° 45' 54"E	94.48
L87	S1° 53' 55"W	184.68
L88	S50° 24' 40"W	62.84
L89	N88° 24' 16"W	603.16
L90	S28° 31' 59"W	45.62
L91	S48° 54' 36"W	51.29
L92	S24° 52' 06"W	36.77
L93	S38° 59' 32"W	83.35
L94	S17° 22' 06"W	843.51
L95	S69° 43' 31"W	160.46
L96	S38° 29' 48"W	45.80
L97	S6° 00' 49"E	139.32
L98	S30° 35' 20"W	178.83
L99	S0° 56' 36"W	52.53
L100	S36° 45' 54"W	201.83
L101	S25° 23' 36"E	301.07
L102	N54° 34' 18"E	678.32
L103	S72° 19' 41"E	43.26
L104	S19° 39' 21"E	730.38
L105	S18° 30' 06"E	500.74
L106	S2° 07' 15"E	33.22
L107	S20° 36' 30"W	140.70

LEGEND

ORB = Official Records Book
 CCR = CERTIFIED CORNER RECORD
 R/W = RIGHT OF WAY



= SECTION CORNER



= ONE-QUARTER SECTION CORNER

Tract No. F6600-835 (13.24 Acres ±)

SURVEYOR'S NOTES

1. This is an electronically signed and sealed document pursuant to Chapter 5J-17.062, Florida Administrative Code. The printed survey map or report or copies thereof are not valid without the original signature and raised seal of a Florida licensed surveyor or mapper.
 2. This description sketch is not valid unless accompanied by a legal description.

CERTIFICATION

I **HEREBY CERTIFY** that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.
 I **FURTHER CERTIFY** that this description and sketch was made under my responsible charge and meets the applicable Standards of Practice for a description/sketch as set forth by the Florida Board of Professional Surveyors and Mappers in 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida State Statutes.
 No search of the public records has been made by this office.

DATE OF SIGNATURE: 04-aug-21

Howard J. Ehmke II
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4191

THIS IS NOT A SURVEY

**SECTIONS 13,14 & 23
 TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA**

SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENGINEERING & CONSTRUCTION BUREAU—SURVEY & MAPPING SECTION P.O. BOX 24680, 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680					
EXHIBIT "A" TRACT NO. F6600-835					
DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	06-22-21	AS SHOWN	F6600-835.dwg	22. -

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a "Land Lease for Construction of a Corporate Hangar Building at Southwest Florida International Airport" with CapStone Holdings Inc.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: 20 years, with two options to extend by five years each</p> <p>4. WHAT ACTION ACCOMPLISHES: Leases a parcel of land at Southwest Florida International Airport for development of a corporate hangar building.</p>	<p>5. CATEGORY: 23. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<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>Brian McGonagle</u></p> <p>DIV. <u>Administration</u></p>
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10. BACKGROUND:

CapStone Holdings Inc. desires to lease a parcel at Southwest Florida International Airport in order to construct and occupy a corporate hangar building. The parcel is approximately 2.43 acres, located in between the PrivateSky and AeroTerm leaseholds, and fronting the existing cargo apron. The term of the proposed lease commences October 1, 2021, and initially runs for twenty (20) years from a "Rent Commencement Date" (set to occur not later than July 1, 2023), with two options to extend for an additional five (5) years each. Thus, the lease term will expire no later than June 30, 2053.

Rent will initially be \$5,295.25 per month, subject to CPI adjustments at three-year intervals.

Under the proposed lease, the tenant will build and operate improvements conforming to the airport's minimum standards applicable to corporate hangars, including a hangar building containing at least 8,800 s.f. (8,000 s.f. for aircraft storage plus 800 s.f. for offices, general storage, and restrooms), and at least 8,000 s.f. of aircraft apron (more if necessary to adequately position Lessee's aircraft).

The following page contains a summary of the main terms of the proposed lease. Following that is the proposed lease.

Attachments

1. Contract summary
2. Proposed lease

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 (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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CONTRACT SUMMARY

Tenant: CapStone Holdings Inc.
5237 Summerlin Commons Blvd., Suite 232
Fort Myers, FL 33907

Leased Premises: a vacant parcel of land at RSW, containing approximately 2.43 acres

Allowed Use(s): corporate hangar

Term of Lease: An initial term beginning October 1, 2021 and continuing until twenty (20) years from the "Rent Commencement Date" (which will occur no later than July 1, 2023). The tenant will have options to extend for two (2) additional periods of five (5) years each.

Rents and Fees: Beginning on the Rent Commencement Date, \$63,543.00 per year (\$5,295.25 per month), subject to CPI adjustments.

Security/Perf. Guaranty: \$16,335.00

Insurance Requirements: \$10 million aviation general liability (including premises, products/completed operations, and contractual liability); \$5 million business auto (if Lessee is to operate a motor vehicle airside); property insurance, for physical loss or damage to the premises and improvements, for full replacement value; workers' compensation as required by state law; \$1 million employer's liability.

Tenant's Construction: Lessee will construct a hangar building containing at least 8,800 square feet (8,000 s.f. of aircraft storage area plus 800 s.f. of office area), plus at least 8,000 s.f. of aircraft parking apron, as needed to position aircraft outside hangar); all construction subject to Authority's approval of plans pursuant to the Leasehold Development Standards and Procedures

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.

LAND LEASE
FOR CONSTRUCTION OF A CORPORATE HANGAR BUILDING
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **CAPSTONE HOLDINGS INC.**, a Florida corporation with offices at 5237 Summerlin Commons Blvd. Suite 232, Fort Myers, FL 33907 (herein referred to as "Lessee").

Background

Southwest Florida International Airport, in Lee County, Florida (the "Airport") is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges. Lessee desires to lease certain vacant land at the Airport for construction of a corporate aircraft hangar building. The Authority is willing to grant this lease upon the terms and conditions provided below.

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

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Section 1.1 Leased Premises. Subject to the right of first refusal a certain third party has to lease the following

property (as set forth in Article 25 below), and all of the other terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Lessee the following described real property (hereinafter the "premises" or the "leased premises"):

A rectangular parcel of land, within the boundaries of Southwest Florida International Airport, in the County of Lee, State of Florida, measuring 295 feet by 359 feet, containing approximately 2.43 acres, depicted generally as "Leased Premises" on the drawing attached hereto as "EXHIBIT A." The parcel is located on the southwest side of, and adjacent to, the leasehold of PrivateSky Aviation Realty LLC.

The premises is leased subject to any and all existing easements or other encumbrances of record, and Authority shall have the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, connections, water, telephone and telegraph power lines, and such other appliances and appurtenances necessary or convenient in connection therewith, over, in, upon, through, across, and along the Leased Premises, or any part thereof, and to enter thereupon for any and all such purposes. Authority reserves the right to grant franchises, easements, rights-of-way and permits in connection with the aforesaid utility and other installations in, over, upon, along, or across any and all portions of said Leased Premises as Authority may elect, provided, however, that no right of Authority provided for in this paragraph shall be so exercised as to unreasonably interfere with Lessee's operations hereunder including, without limitation, the construction, maintenance, and operation of a corporate aircraft hangar building on the Leased

Premises for the storage of aircraft.

Section 1.2 Survey. The parties hereto recognize that Exhibit A shows only an approximate depiction of the boundaries of the leased premises. Accordingly, prior to commencement of any construction, the Lessee shall obtain at its own cost (and provide a copy to the Authority) a precise boundary survey and metes and bounds description of said premises, including an accurate designation of the square footage thereof, prepared by a registered professional surveyor and mapper licensed in the State of Florida, and certified for the benefit of the Authority and Lessee. Said boundary survey and metes and bounds description shall be in accordance with said Exhibit A and Section 1.1 above.

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

ARTICLE 2

TERM

Section 2.1 Initial term. The initial term of this lease will commence on October 1, 2021, and will continue until the day before the date that is twenty (20) years after the "Rent Commencement Date" defined in Section 3.2 below.

Section 2.2 First option to extend. Lessee shall have the option to extend the term of this lease for an additional five (5) year period immediately following the initial term (provided that the lease has not been terminated and that Lessee is not then in default), by giving the Authority written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the initial term, of Lessee's intent to exercise this option.

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

Section 2.4 Lessee's exercise of options to extend.

It is the intention of the parties to avoid forfeiture of Lessee's rights to extend the term under the options above through its inadvertent failure to notify the Authority of its election to exercise such option. Accordingly, unless already exercised by Lessee (or waived by Lessee in writing to the Authority), each of Lessee's options to extend the lease term shall continue until the Authority has provided thirty (30) days advance written notice to Lessee of the expiration of its option rights, which notice may be given no earlier than six (6) months

before the then-current term expires. If Authority has not provided such notice to Lessee and Lessee fails to either exercise the option or waive it in writing to the Authority, then the option shall continue until Authority provides said thirty (30) day notice to Lessee and Lessee, within said thirty (30) days, either:

- (a) exercises the option;
- (b) waives the option in writing to the Authority, in which case the option, and any further options, will terminate; or
- (c) fails to exercise the option, in which case the option will expire.

If Lessee fails to validly and timely exercise any option to extend the Term of this Lease, then all subsequent options to extend the Term shall terminate. Nothing in this Section shall be construed to delay any scheduled adjustment to or increase in rent or other payments to Authority. Further, nothing in this Section shall be construed to extend this Lease beyond the date it would otherwise expire assuming any exercised option or options to extend had been exercised by Lessee in a timely manner without the need for any notice or notices to Lessee.

ARTICLE 3

RENT

Section 3.1 Amount of Payments. Lessee agrees to pay the Authority, as "base rent," for and during the term beginning on the "Rent Commencement Date" defined below, annual rent of \$63,543.00 payable in advance in equal monthly installments of \$5,295.25, plus any applicable state sales tax. Said base rent will be adjusted for CPI changes pursuant to Section 3.3 below.

Section 3.2 Rent Commencement Date. The "Rent Commencement Date" shall be the earlier of:

- (a) The date a temporary or permanent certificate of occupancy is issued for any building constructed on the premises; or
- (b) The date Lessee commences using the premises (or any part) for aircraft parking or storage; or
- (c) July 1, 2023;

whichever occurs first. Lessee will use due diligence and make good faith efforts to obtain permits, complete its construction, and cause the "Rent Commencement Date" to occur as soon as practicable.

Section 3.3 Escalation. Beginning October 1, 2024, and every three (3) years thereafter while the lease is in force, the "base rent" will be adjusted for proportionate increases and decreases in CPI but will never be less than the "base rent" specified above. The adjusted base rent will be the product of the initial base rent multiplied by a fraction, the numerator of which is the comparison index and the denominator of which is the base index. The term "base index" means the CPI in effect for the calendar month of June 2021. The term "comparison index" means the CPI in effect for the month of June of the year of the applicable adjustment date.

The term CPI means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI ceases to use 1982-84 = 100 as a base, or if the CPI is altered, modified, converted, or revised in any way, the CPI will be adjusted to the figure that would

have resulted had the change not occurred. If the CPI ceases to be published, any substitute or successor equivalent index published by any agency of the U.S. government will be used.

Section 3.4 Payment. All payments shall be payable, together with any applicable Florida sales tax, on or before the first day of each calendar month for which the payment is due. Payments shall be paid, without demand, setoff, or deduction, to:

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

or such other place as the Authority may direct in writing. If the Rent Commencement Date falls on a date other than the first day of a calendar month, the monthly payment will be prorated for that month.

ARTICLE 4

USE OF LEASED PREMISES

Lessee shall have the right to use the leased premises to:

- (1) Construct a corporate aircraft hangar building for the non-commercial storage of aircraft (and ancillary equipment for self-service of such aircraft) that are owned, or exclusively leased, by one or more of the following entities (herein an "Allowed Aircraft Owner"):
 - (a) Lessee;
 - (b) Mr. Keith Stone (so long as he retains a majority ownership, directly or indirectly, in Lessee, and this lease has not been assigned by the original Lessee); or
 - (c) entities in which Keith Stone or Lessee retain majority ownership (provided that this lease has not been assigned by the original Lessee).
- (2) hangar, tie down, adjust, repair, refuel, clean, and otherwise service aircraft which are owned, or leased exclusively, by an Allowed Aircraft Owner, provided

that:

- (a) Lessee does so with its own employees and equipment; and
- (b) any refueling shall:
 - (i) be conducted only in those areas designated by the Authority from time to time for self-fueling operations;
 - (ii) require Lessee to first obtain a Self-Fueling Permit from the Authority, in the Authority's standard form, which may be amended or superseded from time to time;
 - (iii) be subject to the Authority's then-current self-fueling charge; and
 - (iv) be done in accordance with the latest edition of the following, as may be amended: NFPA 30 and 407 (Aircraft Fuel Storage and Servicing); FAA Advisory Circular 150/5230-4 (Aircraft Fuel Storage, Handling, and Dispensing on Airports); Air Transport Association standards for jet fuel quality control at airports, as applicable; and the Authority's Standard Operating Procedure 1061P, Hazardous Materials Management Plan, dated 8/17/98 (a copy of which has been provided to Lessee) all as may be amended or superseded.

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

Lessee may also allow its guests to utilize the hangar for aircraft parking provided such parking: (a) is provided without compensation (monetary or otherwise); (b) does not exceed, for any one aircraft, more than thirty (30) days per calendar year; and (c) in each instance, advance notice of the aircraft's registration number and dates of expected parking are provided to the Authority's Director of Operations via email (to acc@flylcpa.com).

Lessee shall not use or permit the use of the leased

premises, or any part thereof, for any purpose other than those specifically allowed above, and Lessee shall not provide or allow to be provided, any other service at or from the leased premises, except upon prior written consent of the Authority. Prohibited uses of the leased premises include, but are not limited to:

- (1) taking passengers on sightseeing or other flights for compensation or hire, or operating or allowing any other kind of commercial aeronautical activity on the premises;
- (2) selling, bartering, trading, sharing, subleasing (except as expressly permitted herein), or in any other manner providing hangar space, fuel, fueling facilities, or fueling services, to any other tenant or user of the Airport;
- (3) entry or placement on the premises of any aircraft not owned, or exclusively leased by an Allowed Aircraft Owner (or guest, as allowed for above); and
- (4) Storage of cars, boats, travel trailers, recreational vehicles, or other items not related to aviation. Notwithstanding the preceding sentence, a personal motor vehicle may be parked in the hangar (subject to and contingent upon compliance with all local, state and federal rules and regulations, including but not limited to any applicable building, safety, or fire codes) in the place of an aircraft while the vehicle owner is away using an aircraft that is permitted to be stored in, and normally stored in, said hangar, provided that the motor vehicle is parked in the empty space from where the aircraft was parked, to ensure that egress and traffic flow within the hangar remain clear.

The right to use the leased premises does not include the right to use any ramp, apron, taxiway, or taxilane not located on the premises, except for ingress to and egress from the premises.

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

improper, or offensive use of the premises.

ARTICLE 5

CONSTRUCTION OF HANGAR AND IMPROVEMENTS

Section 5.1 Condition of premises. Lessee accepts the premises in "as is" condition. No representation has been made to Lessee concerning Lessee's ability to obtain permits for its development.

Section 5.2 Minimum required improvements. Lessee will, at Lessee's own cost and expense, design, obtain all required permits, and construct, on the leased premises, the following "Minimum Required Improvements," which shall consist of the following improvements and facilities:

- (1) an aircraft hangar building, containing a total of at least 8,800 square feet of floor area, including:
 - (a) at least 8,000 square feet of aircraft storage space with a concrete floor; and
 - (b) at least 800 square feet of properly heated and air conditioned office and storage space, which shall include an indoor restroom facility;
- (2) a paved aircraft parking apron of the greater of:
 - (a) a size that will adequately accommodate the positioning of Lessee's aircraft; or
 - (b) 8,000 square feet (not less than 10,000 square feet if Lessee is approved to conduct self-fueling operations); and
- (3) ten (10) paved automobile parking spaces (at least fifteen (15) spaces if Lessee is approved to conduct self-fueling operations) or such higher number of paved parking spaces as may be required by the Lee County Land Development Code.

Lessee may also make any other improvements, repairs, or alterations, that may be reasonably necessary to utilize the premises for the allowed use. All work, whether interior or exterior, ordinary, extraordinary, or structural, must be

performed in a good and workmanlike manner, in material compliance with plans and specifications approved by the Authority, and in compliance with Section 5.4 below and with Lee County Port Authority "Leasehold Development Standards and Procedures," adopted by the Authority on March 12, 2001, as amended September 10, 2009 (a copy of which has been provided to Lessee), and as may be further amended or replaced from time to time ("Leasehold Development Standards"), except as may be expressly provided to the contrary herein, and in compliance with all other applicable governmental rules or regulations.

Section 5.3 Cost of improvements. Lessee will bear the sole cost and expense of all improvements on the premises, including, without limitation, design, permitting, materials, construction, insurance, and maintenance, and of any necessary extension of utilities to the site (as provided in Article 6 below).

Section 5.4 Design approvals; construction bonds; insurance. Prior to commencing construction of the hangar building or any other construction work (not limited to site preparation, initial construction, improvements, alterations, and repairs), Lessee shall:

- (a) submit to the Authority for the Authority's approval, complete plans and specifications for the proposed work, utilizing the procedures set out in the Authority's Leasehold Development Standards referenced above;
- (b) provide a safety and maintenance of traffic plan that describes what measures will be taken during construction to ensure that no damage to existing airport facilities (taxilanes, roadways, utilities, etc.) will occur;
- (c) obtain and pay for all permits and approvals required, and pay any applicable impact fees or other development

fees;

- (d) provide the Authority with proof of insurance of the types and in the amounts set forth in Article 13 below;
- (e) require its general contractor to obtain the insurance set forth in Article 13 below, and furnish evidence satisfactory to Authority that the contractor or contractors have such insurance;
- (f) execute, deliver to the Authority, and record in the public records of Lee County, separate payment and performance bonds which comply with the requirements of Florida Statutes, section 255.05(1)(a), and are satisfactory to the Authority (or an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625 Florida Statutes and satisfactory to the Authority, which complies with the requirements of Section 255.05(7) Florida Statutes) in at least the full amount of the contract price (as verified by an engineer's cost estimate or other form of estimate of the actual cost which is acceptable to the Authority) for completing the work; and
- (g) obtain from Authority written approval of the design plans and specifications, and a written Notice to Proceed. The Authority reserves the right to require Lessee to resubmit designs and plans until acceptable to the Authority.

Section 5.5 Options to terminate. Notwithstanding any other provisions of this lease that may appear to the contrary, if Lessee fails to obtain all necessary permits for construction and actually commence construction of the required hangar building (described in Section 5.2 above), within eighteen (18) months after the date of this lease, then the Authority may, at its sole option, terminate this lease. The Authority may extend said time period in writing, but will be under no obligation to do so. If Authority's right to terminate is exercised as herein provided, this lease shall thereafter be null and void, and any money or security deposited hereunder shall be returned to Lessee (provided Lessee is then current on any rent obligations) and no

additional liability will accrue from either party to the other. If Authority fails to approve Lessee's proposed plans for construction of the required hangar building (described in Section 5.2 above) within 60 days of Lessee's submittal of proposed plans to the Authority, then Lessee may, at its sole option, terminate this lease. If Lessee's right to terminate is exercised as herein provided, this lease shall thereafter be null and void, and any money (except for such rent as may already have accrued) or security deposit hereunder shall be returned to Lessee (provided Lessee is then current on any rent obligations) and no additional liability will accrue from either party to the other.

Section 5.6 Environmental mitigation to be off-airport.

Lessee shall locate any environmental mitigation required by governmental authorities for permitting or construction of Lessee's improvements off-airport and at Lessee's expense.

Section 5.7 Stormwater Facilities. Lessee may locate stormwater detention or retention facilities on the leased premises, subject to the other provisions of this lease, and provided they are designed in conformance with FAA Advisory Circular 150/5200-33, "Hazardous Wildlife Attractants on or Near Airports" as may be amended from time to time.

Section 5.8 Maintenance and repairs of the premises.

Lessee must keep the premises and any improvements thereon in a clean and orderly condition and good state of repair at all times. Lessee agrees to provide at its own expense such maintenance, custodial, trash removal, and cleaning services and supplies as may be necessary or required in the operation and

maintenance of the leased premises.

Lessee shall perform any re-sealing, repaving, or other maintenance, repair, or rehabilitation needed to keep the apron and ramp areas inside the leased premises in a condition at least as good as the adjoining apron or ramp areas outside the leased premises during the term of this lease, so as to turn over any apron or ramp to the Authority, at the end of the lease term, properly maintained and in good condition.

Section 5.9 Ownership of improvements. The hangar building and any and all other improvements made within the leased premises by Lessee which have assumed the nature of realty will become the property of the Authority on termination or expiration of this lease (and any extensions thereof), without compensation to Lessee, free of all liens and claims. During the term of this lease, Lessee shall be deemed to own, for tax, depreciation, and all other purposes, the hangar and other improvements that are constructed on the leased premises.

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

Section 5.10 No signs. Lessee will be permitted to place one sign on the outside of the hangar identifying the Lessee, in

a size, style, and location to be approved in advance by the Authority in the Authority's sole discretion. Lessee shall not place any other signs on the building or any part of the leased premises without the prior written consent of the Authority, which may be granted or withheld in the Authority's sole discretion.

Section 5.11 Lessee's inspection period. Notwithstanding anything herein that may appear to the contrary, Lessee shall have an inspection period of eighteen (18) months starting with the date of this lease (the "Inspection Period") within which to undertake any inspections of the premises it deems necessary, and during which period Lessee shall have the option, at its sole discretion, to terminate this lease by providing advance written notice to Authority, in which case the security deposit will be returned to Lessee, and neither party shall have any further liability to the other.

ARTICLE 6

UTILITIES

Lessee must extend to the premises and install thereon, at its own expense, any required utilities, and utility meters, not already in place. Lessee must pay for all gas, electric, water, telephone, cable television or internet service, sewage, solid waste removal, and any other utilities consumed within the leased premises.

Lessee agrees not to disturb, damage, or interfere with, in any way, any existing utility lines or F.A.A. cables, and agrees not to pave over, or otherwise impair or impede the Authority's or F.A.A.'s access to any utilities or F.A.A. cables, except as

may be approved in advance and in writing by the Authority.

ARTICLE 7

ASSIGNMENT AND SUBLEASING

Neither Lessee, nor Lessee's successors or assigns, shall assign, mortgage, pledge, or encumber this lease, in whole or in part, or permit the same or any portion of thereof to be used or occupied by others, and any such attempted assignment shall be voidable by the Authority, unless Lessee first obtains written consent of the Authority's Board of Port Commissioners, or their authorized designee, which may be withheld upon any reasonable grounds. Lessee will provide Authority with a complete copy of any proposed assignment prior to requesting Authority's consent. Any change in the ownership or control of Lessee by transfer of capital stock or partnership interest or otherwise will be deemed an assignment for purposes of this section. Lessee will remain liable for the performance of this lease regardless of any assignment, with or without consent of Authority, unless Authority expressly releases Lessee from such liability in writing.

Neither Lessee, nor Lessee's successors or assigns, shall sublet all or any part of the leased premises, or (except for guests as permitted under Article 4 above) permit the same or any portion thereof to be used or occupied by others, and any such attempted sublease or transfer shall be void.

ARTICLE 8

SECURITY DEPOSIT/PERFORMANCE GUARANTY

Lessee will, within thirty (30) days of the date of this lease, deliver to the Authority the amount of \$16,335.00, to be

paid by certified check or cashier's check, to be held by Authority during the term of this lease as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee defaults on any duty under this lease, Authority may apply the security deposit to the damages sustained. If Lessee faithfully performs the obligations of this lease and timely vacates the premises and removes its equipment upon expiration, Authority will repay the security deposit, without interest, within 45 days after such expiration and timely vacation of the premises and removal from the Airport.

In lieu of a cash security deposit, Lessee may deliver to Authority an irrevocable letter of credit, issued and drawn on an American bank or trust company in form and content acceptable to Authority, with partial drawings permitted, in the sum stated above. Said letter of credit shall automatically renew each year until the expiration of this agreement and Lessee's vacation of the premises. If such letter of credit is not renewed, Lessee shall deliver a replacement letter of credit to the Authority at least 30 days before expiration of the current letter of credit; failure to do so will constitute a breach and entitle Authority to present the existing letter of credit for payment.

All documents provided to the Authority pursuant to this Article 8 shall be sent to: Lee County Port Authority, Attention: Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, or such other address as the Authority may provide to Lessee in writing.

ARTICLE 9

LESSEE'S STANDARDS OF OPERATION

Section 9.1 General. Lessee will make every reasonable effort, in good faith and using due diligence, to obtain all required permits and approvals, and to complete all construction in accordance with the time frames set forth in this lease.

Section 9.2 Compliance with Airport's Minimum Standards. Lessee will comply with all applicable requirements of the "Minimum Standards for Aeronautical Activities For Southwest Florida International Airport" (the "Minimum Standards") adopted by the Authority on May 10, 1999 including but not limited to Part VI ("Minimum Standards for Corporate Hangar Tenants"). Lessee acknowledges it has received a copy of the Minimum Standards.

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

Section 9.4 Noise. Lessee agrees not to create noise that is inconsistent with the noise created by other users of the Airport and constituting a nuisance for any residential areas near the Airport. The Authority reserves the right to enact regulations or otherwise set maximum allowable decibel levels (for all users of the Airport) and other parameters governing noise generated by users of the Airport including Lessee, and to require all engine run-ups to be done within specified times of the day and within an Authority-approved noise muffling device (or "hush house") designed specifically for the intended use, and

Lessee agrees to abide by any such regulations or parameters.

ARTICLE 10

RIGHT OF ENTRY

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

- (a) view and inspect the premises, during Lessee's regular business hours with at least twenty-four (24) hours advance notice;
- (b) view and inspect the premises or make repairs at any time in case of emergency;
- (c) show the premises to prospective tenants during the last year of the lease term with at least twenty-four (24) hours advance notice;
- (d) perform any and all things which Lessee is obligated to do and has failed to do after thirty (30) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Lessee already is making a reasonable effort to effectuate corrective measures. The cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Lessee to Authority.

ARTICLE 11

COMPLIANCE WITH LAWS

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

ARTICLE 12

RELEASE, INDEMNITY, AND HOLD HARMLESS

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

- (1) any and all injury, loss, or damage, of any nature whatsoever, to any person or property in connection with the leased premises by Lessee, its subtenants, employees, agents, contractors, and invitees, or in connection with the use of the Airport by Lessee, its employees, agents, and contractors (except to the extent caused by negligence or wilful misconduct of the Authority or its employees, agents, or contractors); and
- (2) any and all fines or penalties imposed on the Authority or Lee County by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) as a result of the failure of Lessee or its agents, employees, or contractors, to abide by or comply with any statute, ordinance, rule, regulation, or other requirement (including but not limited to breaches of the Airport's security).

ARTICLE 13

INSURANCE

Section 13.1 Insurance during term of lease. Lessee must procure and maintain, effective upon or prior to the earlier of the start of any construction or of any occupancy and use of the premises, and during the remainder of the lease term, at its own expense, for the protection of the Authority and Lessee, in form satisfactory to Authority, from one or more insurers qualified to do business in Florida:

- (1) Aviation general liability insurance, including premises, operations, airside automobile, and contractual liability, with a minimum combined single limit of \$10,000,000.00, and products-completed

operations, with a minimum limit of \$10 million aggregate.

- (2) Business automobile liability insurance If Lessee will operate a motor vehicle within the Airport's "airside" (i.e. within the security fencing), Lessee shall obtain automobile liability insurance with coverage for all owned, leased, hired, and non-owned vehicles, with a minimum combined single limit of \$5,000,000.00.
- (3) Property insurance for all risks of physical loss or damage to the premises and improvements including loss or damage by fire, windstorm, and other such causes commonly referred to as "extended coverages." Coverages must be maintained in an amount sufficient to prevent any party from being a co-insurer on any part of the risk, but the amount must be not less than the full replacement value.
- (4) Workers' compensation insurance, in the amounts required by Florida law.
- (5) Employer's liability insurance, with a limit of at least \$1,000,000.00.
- (6) Pollution Legal Liability Insurance If Lessee engages in self-fueling operations or locates fuel facilities on the Leased Premises, Lessee shall obtain pollution legal liability insurance with limits of at least \$2,000,000.00 per occurrence, and \$4,000,000.00 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of this lease, and including coverage for:
 - (a) third-party claims for on and off-site bodily injury and property damage; and
 - (b) claims resulting in bodily injury property damage or cleanup costs;

Section 13.2 Contractor's insurance. In addition to the insurance required above, prior to commencement of any construction work on the premises, Lessee must, at its expense, procure and maintain, or, if applicable, require its general contractor or contractors to procure and maintain, for the protection of the Authority and Lessee, in form satisfactory to Authority, from one or more insurers qualified to do business in Florida:

- (1) Commercial general liability insurance, including premises, operations, airside automobile, products-completed operations, and contractual liability, with minimum limits of \$2 million per occurrence and \$4 million aggregate.
- (2) Workers' compensation insurance, in the amounts required by Florida law.
- (3) Inland Marine Builder's Risk Insurance, written on an all-risk, replacement cost, and completed value form basis, in an amount equal to at least 100% of the contract price of the work.
- (4) Contractor's Pollution Legal Liability Insurance, including Errors & Omissions, and providing complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties, for losses caused by pollution conditions that arise from the operations of the contractor, with limits of at least \$2,000,000 per occurrence, and \$4,000,000 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of this lease, and including coverage for:
 - (A) third-party claims for on and off-site bodily injury and property damage; and
 - (B) claims resulting in bodily injury property damage or cleanup costs;
- (5) Contractor's Professional Errors & Omissions Liability Insurance, with limits of at least \$1,000,000 per occurrence, and \$2,000,000 annual aggregate.

Section 13.3 General insurance requirements. The Authority must be named as additional insured in all insurance policies required by this lease, to the full limits of the policy, even if those limits are in excess of the limits required by this lease. Lessee's and Lessee's contractors' insurance policies will be primary and non-contributory and include a waiver of subrogation in favor of the Authority. The original or a certified copy of all required policies, plus certificates evidencing the existence thereof, shall be delivered to Authority prior to issuance of a Work Permit or Notice to Proceed by the

Authority, and prior to Lessee's commencement of any construction or occupation or use of the premises. Certificates of all policies evidencing the insurance required, including renewal policies, must be delivered to Authority. Each such policy or certificate shall contain a valid provision or endorsement that "This policy will not be canceled or materially changed or altered without first giving advance written notice to the Authority."

Maintenance of the above required insurance is a material element of this lease; Lessee's failure to obtain and maintain or renew such coverage, or cause such coverage to be obtained, maintained, or renewed, or to provide evidence of same, will be considered a material breach of this lease.

ARTICLE 14

DEFAULT BY LESSEE

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

- (a) Lessee fails to pay rent or make any other payment required hereunder within 30 days after payment is due;
- (b) Lessee, at any time after the date that is thirty-six months after the date of this lease, has not completed its improvements required by Section 5.2 above and obtained a certificate of occupancy for its hangar building;
- (c) Lessee neglects or fails to perform and observe any promise, covenant or condition set forth in this lease after receipt of written notice of such breach from the Authority; or
- (d) Lessee becomes a corporation in dissolution for a period exceeding six (6) months.

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

expressed in writing and signed by the Authority.

Section 14.3 Authority's remedies. In addition to all other remedies provided herein or at law, Authority will have the cumulative rights to terminate this lease, by giving at least thirty (30) days written notice to Lessee, if Lessee is in default of this lease as set forth in Section 14.1 above, and such default is not cured to the Authority's reasonable satisfaction:

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

ARTICLE 15

CASUALTY

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

Section 15.2 Minor damage. If the premises or any improvement thereon (including but not limited to the hangar building) is damaged, and:

- (a) such damage occurs by fire, hurricane, tornado, or other casualty of a type which Lessee is required to have coverage for, or does have coverage for under any insurance policy carried by Lessee; and
- (b) the improvement is damaged in the amount of not more than 10% of the replacement value of the building, as determined by the Authority's independent engineer;

then Lessee shall, at its own cost and expense, promptly repair,

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

Section 15.3 Major damage. If, after issuance of a certificate of occupancy, the hangar building is damaged by casualty, in the amount of more than 10 percent of the replacement value of the building as determined by the Authority's independent engineer, then Lessee shall have the option to elect to terminate this lease by providing written notice to Authority, in the manner provided herein, within 6 months of the date of said casualty, in which case any insurance proceeds will be prorated between Lessee and Authority, with the Authority's share being equal to the proportion of the lease term (including any options already exercised) which has already passed. If Lessee does not so exercise this option to terminate, then Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild the hangar building, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans).

Section 15.4 Abatement of rents and other payments. If, after issuance of a certificate of occupancy, Lessee's use of the premises is stopped due to casualty to the hangar building,

Lessee's obligation to pay rent and any other applicable fees or charges will abate from the date of said casualty, until the date a certificate of occupancy for completion of Lessee's repairs is issued, or until Lessee reopens the premises for occupancy (whichever occurs first), but in any event not to exceed a period of one year. Notwithstanding the preceding sentence, in the event Lessee terminates this lease pursuant to Section 15.3 above, Lessee will pay the Authority all rents and fees which have accrued, prorated as of the date Lessee has so terminated and surrendered the premises to the Authority.

ARTICLE 16

LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments (including but not necessarily limited to solid waste assessments), and levies which are now or may hereafter be levied upon the premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

ARTICLE 17

COMPLIANCE WITH ENVIRONMENTAL LAWS

As a material inducement to Authority to lease the premises to Lessee, Lessee covenants and warrants that Lessee and Lessee's use of the premises will at all times comply with and conform to all Environmental Laws. Lessee agrees not to cause, or otherwise

violate any Environmental Law with respect to the premises, and will release, hold harmless, and indemnify Authority for any and all claims, demands, damages, actions, causes of action, and suits, whether at law or in equity, of any nature whatsoever, for any third party claims with respect to Lessee's breach of the covenants in this Article 17. Lessee will release the Authority from, and Authority will not be liable for, any damages, including but not limited to general, special, or consequential damages (such as delays, loss of customers, or business interruption), related to the environmental condition of the leased premises, except for any environmental contamination existing prior to the date of this lease, or subsequently caused by Authority or an adjoining tenant or other third party on adjoining land which, through no fault of Lessee, spreads to the premises leased herein.

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

"Handling" shall include use, treatment, storage,

manufacture, processing, distribution, transport, placement, discharge, generation, production or disposal.

ARTICLE 18

STORM WATER COMPLIANCE

Section 18.1 Acknowledgments.

- (a) Notwithstanding any other provisions of this lease, Lessee acknowledges that the Airport is subject to federal storm water regulations (40 CFR Part 122) and state storm water regulations (Chapter 373, Part IV, and Chapter 403, Florida Statutes).
- (b) Authority has obtained a storm water discharge permit for the Airport from the Florida D.E.P. (Multi-Sector Generic Permit #FLR05A513). Lessee will observe and comply with, and agrees not to cause any violation of, the Authority's Storm Water Pollution Prevention Plan (SWPPP), Best Management Practices (BMPs), and any Multi-Sector Generic Permit that has been, or in the future is, issued for the Airport by the Florida Department of Environmental Protection. The Authority's permit does not cover Lessee or Lessee's activities. If Lessee desires to perform any vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, or deicing/anti-icing operations), or to perform any construction work impacting one acre or more, then Lessee will first obtain its own permit from the Florida D.E.P.
- (c) Notwithstanding any other provision or terms of this Lease, Authority and Lessee acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that the Authority may require Lessee to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

For purposes of this Article, the following definitions apply:

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

"Significant materials" - Includes, but is not limited to - raw materials; fuels; materials such as solvents, detergents and plastic pellets; finished materials such

as metallic products, raw materials used in food processing or production; hazardous substances designated under Section 101(14) of the CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have a potential to be released with storm water discharges. (See 40 CFR 122.26(b)(12).)

"Best Management Practices (BMP)" - Practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces.

Section 18.2 Permit compliance.

- (a) In the event that, due to Lessee's use or occupancy of the leased premises, Lessee's assistance is required in keeping the Airport compliant with the Authority's storm water discharge permit, Lessee will be obligated to perform such tasks as notified by the Authority from time to time, which may include, but not necessarily be limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of good housekeeping measures of Best Management Practices; and maintenance of necessary records. Such written notice shall include any applicable deadlines.
- (b) Lessee agrees to timely undertake, at its sole expense unless otherwise agreed to in writing between Authority and Lessee, those storm water discharge permit requirements for which it has received written notice from the Authority. Lessee acknowledges that time is of the essence.
- (c) Authority agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.
- (d) Authority will give Lessee written notice of any violation by Lessee of the Authority's storm water discharge permit or the provisions of this section. Such a violation, if not cured or Lessee has not commenced and be continuing with such cure within thirty (30) days of such written notice, will be considered a material breach of this lease. Lessee will promptly cure any such violation regardless of whether this lease has been terminated or has expired.

ARTICLE 19

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in as good condition as at the beginning of this lease, and all fixed improvements in as good condition as when installed or constructed, excepting only ordinary wear and tear.

ARTICLE 20

GENERAL PROVISIONS

Section 20.1 Notices. Notice to Authority will be sufficient if sent by a nationally-recognized overnight courier service, or by certified or registered mail, postage prepaid, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address set forth on page 1, or at the Lessee's registered agent's address which is then on file with the Florida Secretary of State, Division of Corporations. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 20.2 Captions. The captions within this lease are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

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

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

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

Section 20.6 Attorneys' fees. Should any action or proceeding be commenced to enforce any of the provisions of this lease or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

Section 20.7 Nonwaiver of rights. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

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

Lessee written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director or his designee.

Section 20.9 Airport development. Authority reserves the right to further develop or improve the Airport's airfield. If the physical development of the Airport requires the relocation of Lessee-owned facilities, the Authority will provide a comparable location, and agrees to relocate all Lessee-owned buildings or provide similar facilities for the Lessee at no additional cost to Lessee.

Section 20.10 Lessee's use and construction to conform with Federal Aviation Regulations. Lessee agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the premises.

Section 20.11 Lessee's noninterference with aircraft. Lessee and its successors, assigns and sublessees will not use the premises or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the premises and abate or eliminate the interference at the expense of Lessee.

ARTICLE 21

FAA CLAUSES

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

Section 21.2 Airport protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

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

The Lessee agrees for itself, its successors and assigns, to prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport,

or otherwise constitute an airport hazard.

Section 21.3 Subordination. This lease is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport, provided however that such agreement does not materially and adversely interfere with Lessee's rights under this lease.

Section 21.4 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this lease are non-exclusive and the Authority reserves the right to grant the same or similar privileges to another lessee or other lessees on parts of the Airport other than the Leased Premises.

Section 21.5 Nondiscrimination. Lessee for itself, its successors in interest, its agents, employees, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the leased premises;
- (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of or be otherwise subjected to discrimination; and

- (c) Lessee shall use the leased premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 or as said regulations may be amended.

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

ARTICLE 22

CIVIL RIGHTS AND TITLE VI

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

22.2 Compliance with Nondiscrimination Requirements.

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

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

appropriate, and will set forth what efforts it has made to obtain the information.

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

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

22.3 Transfer of Real Property Acquired or Improved

Under the Airport Improvement Program.

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

otherwise subjected to discrimination in the use of said facilities.

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

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

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

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

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

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

steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ARTICLE 23

QUIET ENJOYMENT

Lessee, upon paying the rent and observing and keeping all covenants, warranties, agreements and conditions of this lease on Lessee's part to be kept, shall quietly have, hold and enjoy the leased premises during the term, without any interruption or disturbance from the Authority, or anyone claiming by, through or under the Authority.

ARTICLE 24

AIRPORT SECURITY REQUIREMENTS

Lessee 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. Lessee may need access to these secure areas to complete its construction work. Lessee 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 lease, or upon the resignation or dismissal of, or conclusion of any work justifying airport security access to, any agent, employee,

subcontractor, or invitee of the Lessee, Lessee shall surrender any Airport Security Identification Badge held by the Lessee or by such agent, employee, subcontractor, or invitee. If Lessee has failed to surrender any such badge to the Authority within five (5) days, the Lessee will be assessed, and pay, a fee for each badge not returned, at the then-current amount set by the Authority for lost badge fees (such fee is currently \$100.00 per lost badge).

ARTICLE 25

ENTIRE AGREEMENT

This Lease sets out the entire agreement between the parties. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this Lease will be effective unless in writing and executed by the Lessee and the Authority's Board of Port Commissioners.

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

CAPSTONE HOLDINGS INC.
(Lessee)

By: *John Giachetti*

As its: *CFO*

Date: *8/3/21*

LEE COUNTY PORT AUTHORITY

ATTEST:
LINDA DOGGETT, CLERK

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

By: _____
Deputy Clerk

Date: _____

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

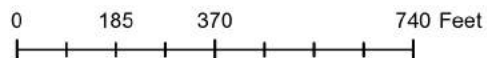
By: _____
Port Authority Attorney



Legend

 Leased Premises
23. -

Exhibit A



Map Date: 7/9/2021

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve the renewal of the Air Service Incentive Plan.</p> <p>2. FUNDING SOURCE: Net operating revenues from the normal operation of Southwest Florida International Airport.</p> <p>3. TERM: Extend Plan to September 30, 2024</p> <p>4. WHAT ACTION ACCOMPLISHES: Renew Incentive Plan to provide discounts on terminal use and landing fees, as well as marketing and promotional support for domestic and international service.</p>	<p>5. CATEGORY: 24. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<p>8. AGENDA:</p> <p>_____ CEREMONIAL/PUBLIC PRESENTATION</p> <p>_____ CONSENT</p> <p><u> X </u> ADMINISTRATIVE</p>	<p>9. REQUESTOR OF INFORMATION: (ALL REQUESTS) NAME <u>Victoria Moreland</u></p> <p>DIV. <u>Communications & Marketing</u></p>
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10. BACKGROUND:

To remain competitive with other U.S. airports in our efforts to attract nonstop international service, as well as maintain and increase our levels of domestic service, the Board approved an airline incentive program in March 2002. The current incentive program is set to sunset September 30, 2021. Under the current incentive program, non-signatory airlines receive discounts per flight on terminal use fees and landing fees, and signatory airlines receive discounts per flight to be applied toward terminal exclusive-space rent and landing fees. In addition, the current incentive program has marketing funds for qualifying domestic service of \$25,000 to \$50,000 per year, depending on the level of service, qualifying west coast service from \$50,000 to \$200,000 per year, depending on the level of service, and funds for qualifying international service ranging from \$75,000 to \$500,000 per year, depending on the level of service.

The incentive program has provided Air Service Development with an invaluable tool to enhance and maintain air service at RSW. Since 2018, the current program has been instrumental in helping to expand both our international and domestic air service: Alaska Airlines to Los Angeles/Seattle; Eurowings to Cologne/Dusseldorf/Munich; Frontier to Islip, Long Island/Portland, Maine/Trenton/Syracuse; Southwest Airlines to Houston Hobby/Orlando; Spirit Airlines to Akron; Sun Country to Madison/Gulfport, Miss.; United Airlines to Washington Dulles.

Air service plays a significant role in stimulating local and regional economies. Each passenger flight to Southwest Florida International Airport generates an economic impact. The direct impact is realized by visitor spending throughout numerous sectors, crew and airline spending, as well as passenger facility charges (PFCs). The estimated annual direct and indirect impact for new service ranges from \$7 million for a domestic market to as much as \$100 million for a new international market.

11. RECOMMENDED APPROVAL

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

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

With the recent challenges and increasing competition in the dynamic aviation industry and positive trend in traffic growth at Southwest Florida International Airport, staff recommends renewing the current incentive program with nine changes; 1) Define seasonal service as nonstop flights for twelve consecutive weeks; 2) Take markets in the mountain states of Colorado, Idaho, New Mexico and Wyoming off the list of the West Coast incentives. Service to these states would fall under the regular Domestic incentives program; 3) Define Qualifying Air Service as nonstop flights in any market not served from RSW; 4) Eliminate increased flights in an existing market as eligible for incentives; 5) Add that an airline will only be able to receive the incentive in any market once; 6) Increase the required flights in domestic markets from one flight weekly to two flights weekly; 7) Add a new incentive for eight domestic target markets that increases the marketing incentive for daily service to 125 percent of the published amount for qualifying service; 8) Add travel sites, search engines and digital/social media to the marketing/promotional/advertising mediums supported by the program; and, 9) Add that the Executive Director will review Qualifying Service and Target Markets on an annual basis and may recommend changes based on data and supporting analysis.

The Air Service Incentive Program is an essential part of attracting new markets and airlines to RSW. This program will enable RSW to market and support the following: the Lufthansa subsidiary, Eurowings Discover, to Frankfurt, Germany in March 2022, Air Transat to Montreal in mid-December 2021, United Airlines to San Francisco and Los Angeles on Dec. 16, 2021, Alaska Airlines to Los Angeles and Seattle on Nov. 19 and Spirit Airlines to Manchester, N.H. on Nov. 17, 2021.

Attachment:
Air Service Resolution

A RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY AMENDING THE AIR SERVICE INCENTIVE PROGRAM FOR THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT ADOPTED BY THE LEE COUNTY PORT AUTHORITY RESOLUTIONS NOS. 02-03-03, 03-05-08, 04-03-01, 06-03-01, 08-01-22, 09-09-30, 12-05-10, 15-09-08 AND 18-09-11.

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

WHEREAS, the Board of Port Commissioners finds that the retention of existing nonstop airline service to certain international and domestic destinations, and the expansion of such service, either by air carriers currently serving the Airport or by new carriers, will enhance air carrier service to the Airport and is critical to the economic development of Southwest Florida; and

WHEREAS, the Board of Port Commissioners has determined that such existing airline service can best be retained, and the development of additional service best encouraged, by the adoption of a program of short-term incentives available to both airlines currently operating at the Airport and to new entrant commercial airline operators at the Airport; and

WHEREAS, on March 11, 2002, the Board of Port Commissioners adopted the Southwest Florida International Airport Air Service Incentive Program to create such incentives by Lee County Port Authority Resolution No. 02-03-03; and

WHEREAS, on May 12, 2003, the Board of Port Commissioners amended the Air Service Incentive Program to encourage development of additional travel routes by adopting Lee County Port Authority Resolution No. 03-05-08; and

WHEREAS, on March 8, 2004, March 13, 2006, and January 14, 2008, the Board of Port Commissioners further amended the Air Service Incentive Program to encourage development of additional travel routes and extend the term of the Program by adopting Lee County Port Authority Resolutions Nos. 04-03-01, 06-03-01 and 08-01-22; and

WHEREAS, on August 8, 2009, the Board of Port Commissioners further amended the Air Service Incentive Program to add qualifying domestic cities, modify the duration and calculation of the discount period and extend the term of the Air Service Incentive Program by adopting Lee County Port Authority Resolution No. 09-09-30; and

WHEREAS, on May 10, 2012, the Board of Port Commissioners amended the Air Service Incentive Program to provide for an annual review of the Passenger Market Qualifying Air Service and adopt a Sunset Provision that would terminate the Program on May 10, 2016, by adopting Lee County Port Authority Resolution No. 12-05-10; and

WHEREAS, on September 3, 2015, the Board of Port Commissioners amended the Air Service Incentive Program to increase the terminal rates and fee waiver amounts and extend the term of the Program to September 30, 2018, by adopting Lee County Port Authority Resolution No. 15-09-08; and

WHEREAS, on September 6, 2018, the Board of Port Commissioners amended the Air Service Incentive Program to increase the terminal rates and fee waiver amounts and extend the term of the Program to September 30, 2021, by adopting Lee County Port Authority Resolution No. 18-09-11; and

WHEREAS, the Board of Port Commissioners now desires to extend the term of the Program until September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the Lee County Port Authority that:

1. The Board of Port Commissioners hereby adopts in its entirety the amended Southwest Florida International Airport Air Service Incentive Program attached as Exhibit "A" to encourage the development of nonstop airline service from the Airport to International and Domestic Markets not currently served.

This Resolution shall amend Resolutions PA-02-03-03, PA-03-05-08, PA-04-03-01, PA-06-03-01, PA-08-01-22, PA-09-09-30, PA-12-05-10, PA-15-09-08 and PA 18-09-11, except as to any airline now receiving incentives under the existing Air Service Incentive Program.

2. On or about October 1st of each year the Executive Director will review the description of Qualifying Air Service, as that term is used in the Air Service Incentive Program, and update the list of Domestic Target Markets, based on data and supporting analysis, for the Port Authority's upcoming Fiscal Year.
3. The provisions of the amended Southwest Florida International Airport Air Service Incentive Program shall sunset and be of no further force or effect as to any airline that is not participating in the Incentive Program, upon the date of termination of the Program, as provided therein, or September 30, 2024, whichever occurs first. To qualify as a participant under the Program, an airline must have properly executed, and the Port Authority received, the appropriate Program participation letter, Attachments One and Two, prior to the termination or sunset date of the Program.

**PORT AUTHORITY
RESOLUTION NO. _____**

The foregoing Resolution was adopted by the Lee County Board of Port Commissioners of the Lee County Port Authority upon a motion by Commissioner, and seconded by Commissioner and, upon being put to a vote, the result was as follows:

KEVIN RUANE _____
CECIL L. PENDERGRASS _____
BRIAN HAMMAN _____
FRANK MANN _____
RAY SANDELLI _____

DULY PASSED AND ADOPTED THIS ____ day of September 2021.

ATTEST: LINDA DOGGETT
Clerk of Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form the Reliance
of Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

**SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
AIR SERVICE INCENTIVE PROGRAM**

1. PURPOSE

This Air Service Incentive Program (the "Program") is adopted by the Lee County Port Authority Board of Port Commissioners (the "Port Authority") to encourage airlines that currently serve Southwest Florida International Airport (the "Airport"), as well as new entrant airlines, to initiate New Airline Passenger Service to markets that currently have no nonstop airline passenger service from the Airport.

2. DEFINITIONS

For purposes of this Program the following definitions apply:

- A. Domestic Flights - Air service to a market within the United States.
- B. International Flights - Air service to a market outside of the United States, including service to cities in the Caribbean.
- C. Seasonal Service - A minimum of one weekly international or two weekly domestic nonstop flights for at least 12 consecutive weeks, but less than twelve months
- D. Short-Haul Caribbean Service - Air service to the Caribbean using a flight of 300 nautical miles or less, one-way.
- E. West Coast Service - Air service to destinations in Arizona, California, Nevada, Oregon, Utah and Washington.

3. QUALIFYING AIR SERVICE

Any Airline Passenger Service is "Qualifying Air Service" if it is scheduled nonstop service to a market not served from RSW and meets the criteria below. An air carrier can only receive the incentive one time for any one market.

International Service Incentive Program

There are three International Service Incentive Programs available. Eligible air service must provide at least one weekly flight to a market that is not served from RSW.

A) New Routes - Europe/South America/Asia

1) Year-Round Service

1. Incentive Term - 24 months
2. Incentives:
 - a. Terminal Rates and Fees Credit
 - i. Year 1 - 100%
 - ii. Year 2 - 50%
 - b. Marketing Incentives
 - i. Year 1 - not to exceed \$500,000
 - ii. Year 2 - not to exceed \$500,000

2) Seasonal Service

1. Incentive Term - Two Calendar Years
2. Incentives:
 - a. Terminal Rates and Fees Credit
 - i. Year 1 - 100%
 - ii. Year 2 - 50%
 - b. Marketing Incentives
 - i. Year 1 - not to exceed \$300,000
 - ii. Year 2 - not to exceed \$300,000

B) New Routes -Caribbean/Central America/Mexico/Canada

1) Year-Round Service

1. Incentive Term - 24 months
2. Incentives:
 - a. Terminal Rates and Fees Credit
 - i. Year 1 -100%
 - ii. Year 2 -50%
 - b. Marketing Incentives
 - i. Year 1 - not to exceed \$300,000
 - ii. Year 2 - not to exceed \$300,000

2) Seasonal Service

1. Incentive Term -Two calendar years
2. Incentives:
 - a. Terminal Rates and Fees Credit
 - i. Year 1 -100%
 - ii. Year 2 -50%

- b. Marketing Incentives
 - i. Year 1 -not to exceed \$200,000
 - ii. Year 2 -not to exceed \$200,000

C) New Routes - Short-Haul Caribbean Service

1) Year-Round Service

- 1. Incentive Term - 24 months
- 2. Incentives:
 - a. Terminal Rates and Fees Credit
 - i. Year 1 - 100%
 - ii. Year 2 - 50%
 - b. Marketing Incentives
 - i. Year 1 - not to exceed \$100,000
 - ii. Year 2 - not to exceed \$100,000

2) Seasonal Service

- 1. Incentive Term - Two calendar years
- 2. Incentives:
 - a. Terminal Rates and Fees Credit
 - i. Year 1 - 100%
 - ii. Year 2 - 50%
 - b. Marketing Incentives
 - i. Year 1 - not to exceed \$75,000
 - ii. Year 2 - not to exceed \$75,000

Domestic Service Incentive Program

There are four Domestic Service Incentive Programs available. Eligible air service must provide at least two weekly nonstop flights to a market that is not served from RSW. Daily flights to any Target Destination will have a marketing incentive package of 125% of the published amounts. The Target Destinations are Austin, Las Vegas, New Orleans, Phoenix, Portland, Oregon, Salt Lake City, San Antonio and San Diego.

A) New Routes - West Coast

1) Year-Round Service

- 1. Incentive Term - 24 months
- 2. Incentives:
 - a. Landing Fees - waived for 24 calendar months

- b. Terminal Rates and Fees Credit - Authority will apply a lump sum credit equal to \$75,000.00 or the actual charges, whichever is less, toward terminal rates and fees, at a rate of \$75,000.00 per year for two years.
- c. Marketing Incentives
 - i. Year 1 - not to exceed \$200,000.00
 - ii. Year 2 - not to exceed \$100,000.00

2) Seasonal Service

- 1. Incentive Term - 24 calendar months
- 2. Incentives:
 - a. Landing Fees - waived for 24 calendar months
 - b. Terminal Rates and Fees Credit - Authority will apply a lump sum credit equal to \$50,000.00 or the actual charges, whichever is less, toward terminal rates and fees at a rate of \$50,000.00 per year for two calendar years.
 - c. Marketing Incentives
 - i. Year 1 - not to exceed \$100,000.00
 - ii. Year 2 - not to exceed \$ 50,000.00

B) New Routes - Other Domestic Service

Eligible air service must provide at least two weekly nonstop flight for any domestic route currently without nonstop service.

1. Year-Round Service

- 1. Incentive Term -24 calendar months
- 2. Incentives:
 - a. Landing Fees -waived for 24 calendar months
 - b. Terminal Rates and Fees Credit -Authority will apply a lump sum credit equal to \$50,000.00 or the actual charges, whichever is less, toward terminal rates and fees, at a rate of \$50,000.00 per year for two calendar years.
 - c. Marketing Incentives
 - i. Year 1 -not to exceed \$50,000.00
 - ii. Year 2 -not to exceed \$25,000.00

2. Seasonal Service

- 1. Incentive Term -24 calendar months
- 2. Incentives:

- a. Landing Fees -waived for 24 calendar months
- b. Terminal Rates and Fees Credit -Authority will apply a lump sum credit equal to \$25,000.00 or the actual charges, whichever is less, toward terminal rates and fees at a rate of \$25,000.00 per year for two calendar years.
- c. Marketing Incentives
 - i. Year 1 -not to exceed \$25,000.00
 - ii. Year 2 -No Marketing Incentives for Year 2.

4. MARKETING INCENTIVES

Guidelines for Marketing Incentives

Qualifying Airlines must meet the specific guidelines and program requirements outlined below to receive marketing incentives:

- A. Submit a marketing plan that identifies:
 - 1) The air service to be promoted;
 - 2) The proposed timeline of planned promotional activities;
 - 3) The channels to be used in the promotion;
 - 4) The proposed budget for the promotion; and
 - 5) Contact information for the person representing the Applicant Airline.

- B. The Executive Director or his/her designee may request additional information as may be necessary for the proper, non-discriminatory application of the available marketing incentives. The marketing plan must be approved by the Executive Director or his/her designee.

- C. Marketing activities that may be supported under the Program include, but are not limited to:
 - 1) Promotional events;
 - 2) Search engines, travel sites and web sites;
 - 3) Multimedia advertising, such as TV, radio and print;
 - 4) Social media, digital video and/or
 - 5) Billboards, banners and signage.

- D. Marketing activities eligible for incentives hereunder will prominently and exclusively promote service between the Airport and a specific market.

- E. To be eligible hereunder, advertisements and/or other promotional material(s) must feature Southwest Florida International Airport prominently in the copy. This identification of the Airport must be consistent with the Authority's current marketing or image

strategy, as determined by the Executive Director or his/her designee. The content of all eligible marketing materials and activities will be subject to the prior written approval of the Executive Director or his/her designee.

- F. All promotional materials eligible for participation must display the RSW logo. Print and outdoor advertisements must display the RSW logo for each instance in which a Qualifying Airline's logo appears. Logo size, placement and dimensions will be subject to the prior written approval of the Executive Director or his/her designee.
- G. Approved marketing efforts will be funded on a cooperative basis with the Qualifying Airline funding the marketing program and the Authority reimbursing the marketing program after its execution, not to exceed the amounts specified in the Program and earmarked for marketing incentives in the Port Authority Budget, whichever is less.
- H. All copy and creative material will be furnished at the sole cost of the Qualifying Airline (subject to reimbursement of eligible costs) and comply with the specifications of the Authority.
- I. The Executive Director or his/her designee must review and approve all marketing materials and expenditures before they will be qualified for reimbursement under this Program. The Qualifying Airline must provide proof of all expenditures to be reimbursed.
- J. The Authority will reimburse a Qualifying Airline only after the completion of the marketing effort. Any expenses that were incurred without Authority approval prior to the expenditure will be ineligible for reimbursement. Reimbursement will not exceed the Qualifying Airline's actual out-of-pocket cost of the eligible marketing expenditure. Actual costs must be documented to the satisfaction of the Executive Director or his/her designee. Under no circumstances will a Qualifying Airline be entitled to reimbursement above the amounts specified in the Program.

The Authority will have the right, at any time during a Qualifying Airline's reasonable business hours, to audit all marketing incentives reimbursed to the Qualifying Airline under the Program. By accepting any such reimbursement from the Authority, a Qualifying Airline agrees to cooperate with the Authority and its representatives in the performance of this audit, and to make all of the Qualifying Airline's books and records available to the Authority and its representatives either at the Airport or at the Qualifying Airline's location where such books and records are maintained in the ordinary course of the Qualifying Airline's business.

- K. Each Applicant Airline will be responsible for obtaining all necessary permits, licenses, leases, and/or approvals relating to its use and/or occupancy of the Airport and the service sought to be promoted before permission to undertake a marketing effort is granted.

Program Requirements

- A. Each Applicant Airline must complete and submit the required application documents.
- B. Each Qualifying Airline must meet all Program guidelines.
- C. If an Applicant Airline that was determined to be eligible for incentives fail to satisfy the eligibility requirements set forth above and/or otherwise fail to comply fully with all the terms, conditions, and requirements of the Program, the Airline will reimburse the Authority for all financial incentives received under the Program and the Authority will no longer be obligated to provide any incentives to the Airline under the Program.
- D. Each Applicant Airline must be current in all its financial and/or other obligations with and to the Authority to be considered eligible for incentives and the Airline must continue for the full term of its eligibility under the Program to perform and meet all of its obligations pursuant to any agreements that such Airline may have with the Authority and/or under the Authority's Schedule of Rates and Fees and/or under the Authority Rules and Regulations, including, but not limited to, paying all rates, fees, and charges in a timely manner. Any time that a Qualifying Airline fails to stay current in its obligations with or to the Authority, such Airline will be determined to no longer be eligible for incentives and the Authority will not be obligated to provide any incentives to said Airline under the Program unless and until such Airline cures such failure within a period of forty-five (45) days after notice of such failure.

5. TERMINATION

This Incentive Program will terminate on September 30, 2024, or such earlier date as may be set forth in a written notice from the Port Authority's Executive Director to all Signatory and Non-Signatory Airlines (the "Termination Date"); provided, however, that such termination of this Incentive Program will not terminate the discounts to be provided pursuant to Section 3 above for Qualifying Air Service initiated prior to the Termination Date; and further provided, however, that if the Federal Aviation Administration or the Port Authority's legal counsel determines that this Incentive Program violates federal law, rules or regulations, or the Port Authority's federal grant agreements, then the Port Authority may immediately terminate this Incentive Program and any discounts to be provided under Section 3 above, by written notice to all Signatory Airlines and Non-Signatory Airlines then participating in this Incentive Program.

6. ELIGIBILITY REQUIREMENT

In order to be eligible to participate in this Incentive Program, an airline must be or become a party to the Port Authority's Airline-Airport Use Agreement or the Port Authority's Non-Signatory Airline-Airport Agreement and must execute and deliver to the Port Authority an agreement that will be similar to the form marked Attachment "1" (if a Signatory Airline) or Attachment "2" (if a Non-Signatory Airline). To receive a discount under this Incentive Program, an airline must not

be in default under the Port Authority's Airline-Airport Use Agreement or the Port Authority's Non-Signatory Airline-Airport Agreement, as applicable to such airline. Discounts earned under this Incentive Program will be credited monthly to the Signatory Airline or Non-Signatory Airline eligible for such discounts.

7. EARLY TERMINATION OF QUALIFYING SERVICE

If an Airline elects to cancel any Qualifying Air Service before the minimum service requirements have been met, (for example, during the third month of a New Domestic Year Round Air Service commitment), the Airline will be required to pay to the Port Authority the difference between the discounted landing fee and the landing fee that would otherwise apply for each flight occurring after the initiation date of the Qualifying Air Service but prior to the date of cancellation. The Airline will be required to pay the difference between the discounted fee and the landing fee to the Port Authority within thirty (30) days of canceling Qualifying Air Service. If the Airline fails to pay the difference between the discounted fee and the landing fee as required, the Port Authority may deduct the amount from any security deposit or letter of credit posted by the Airline for operations at the Airport or from any money owed to the Airline by the Port Authority.

_____, 20____

Mr. Benjamin R. Siegel, CPA, C.M.
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8899

Dear Mr. Siegel:

We are a party to an Airline-Airport Use Agreement with the Lee County Port Authority (the "Port Authority") dated _____ (the "Use Agreement").

We hereby request participation in the Port Authority's Southwest Florida International Airport Air Service Incentive Program adopted by the Port Authority on _____, 20____; as such program has or may hereafter be amended by the Port Authority pursuant to its terms (the "Incentive Program"). Our initial Qualifying Air Service is described on attached Schedule "A", _____ (Title of Qualifying Program).

We agree that this letter is hereby incorporated by this reference in the Airline-Airport Use Agreement as fully as if set forth therein.

Sincerely,

NAME OF AIRLINE

SIGNATURE

NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING

_____, 20__

Mr. Benjamin R. Siegel, CPA, C.M.
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8899

Dear Mr. Siegel:

We are a party to a Non-Signatory Airline-Airport Use Agreement with the Lee County Port Authority (the "Port Authority") dated _____ (the "Non- Signatory Airline Agreement").

We hereby request participation in the Port Authority's Southwest Florida International Airport Air Service Incentive Program adopted by the Port Authority on _____, 20__; as such program has or may hereafter be amended by the Port Authority pursuant to its terms (the "Incentive Program"). Our initial Qualifying Air Service is described on attached Schedule "A", _____ (Title of Qualifying Program).

We agree that this letter is hereby incorporated by this reference in the Non-Signatory Airline-Airport Agreement as fully as if set forth therein.

Sincerely,

NAME OF AIRLINE

SIGNATURE

NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve the purchase and delivery of fleet and equipment repair parts from NAPA Auto Parts in the approximate annual amount of \$130,000, piggybacking the terms in Sourcewell Contract for aftermarket vehicle parts and supplies (32521-GPC).
2. **FUNDING SOURCE:** General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport and Page Field. Funds are available in Account String WJ5100041200.504655, Repairs and Maintenance - Parts, for RSW and Account String UH5120041203.504655, Repairs and Maintenance - Parts, for FMY.
3. **TERM:** One (1) - Four (4) year term with no renewal options that expires on May 19, 2025.
4. **WHAT ACTION ACCOMPLISHES:** Awards the purchase and delivery of fleet and equipment repair parts for vehicles and equipment owned, operated, and maintained by Lee County Port Authority in the amount of \$130,000 annually piggybacking the Sourcewell Contract for aftermarket vehicle parts and supplies (32521-GPC) from contract execution to May 19, 2025.

5. **CATEGORY:** 25.
Administrative Agenda

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Steven C. Hennigan

DIV. Aviation

10. **BACKGROUND:**

The Maintenance Department maintains the RSW fleet of vehicles and equipment. The vehicle fleet consists of a varied mix of cars, vans, trucks and sport utility vehicles (SUVs) of over 100 vehicles. In addition to the vehicle fleet, the Maintenance Department maintains more than 375 pieces of equipment ranging from small landscape trimmers to Aircraft Rescue and Fire Fighting apparatus. Much of this work is completed by LCPA mechanics and senior mechanics using vendor-supplied parts.

LCPA has procured fleet and equipment repair parts from NAPA since 2017, leveraging pricing from competitively bid contracts. Frequently used parts are warehoused at the vehicle maintenance facility for ready access. Parts that are not routinely used are ordered on an as-needed basis, generally arriving in one business day. The prompt and efficient delivery

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Steven P. Hennigan</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 (6-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

service allows for the timely completion of work orders while reducing the footprint and financial liability of warehoused parts.

As the fleet of vehicles and equipment has grown and the cost of repair prices has increased, the Maintenance Department has determined that it would be best served with a multi-year service provider agreement for the purchase and delivery of fleet and equipment repair parts. The advantages include better pricing leveraged from the increased purchasing power from Sourcewell's large national contract (open to public and nonprofit entities).

In reviewing existing contracts within the industry, the Maintenance and Purchasing Departments identified several advantages to piggybacking the existing Sourcewell Contract #32521-GPC.

This is a four (4) year contract with no renewal options that expires on May 19, 2025.

This contract will be leveraged by both the LCPA RSW Maintenance Department and FMY. It is expected that the RSW Maintenance Department will spend \$110,000 annually and FMY could spend approximately \$20,000 annually, representing an annual estimated expense of approximately \$130,000, or \$520,000 for the duration of this contract.

Staff requests the Board approve the purchase and delivery of fleet and equipment repair parts from NAPA Auto Parts in the approximate annual amount of \$130,000, piggybacking the terms in Sourcewell Contract for aftermarket vehicle parts and supplies.

Attachments:

1. Sourcewell Contract RFP 032521-GPC
2. Pricing Information
3. Notice of Written Determination of a Cooperative Contract or Piggyback
4. Signed Letter Execution of Contract
5. Draft Service Provider Agreement

**Solicitation Number: RFP #032521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

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 May 19, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 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 or remanufactured to OEM standards. 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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 Participating Entities. Participating Entities 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 that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity 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 Participating Entities.

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); and
- 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. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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 Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities 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 contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities 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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity 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 Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity 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.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, 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 Sourcwell 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity 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 an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell 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, Sourcewell 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell'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. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

B. **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.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. 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.

E. 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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. 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, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

12. 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.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor’s Trademarks from the form provided by Vendor and must comply with Vendor’s removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell’s Trademarks from the form provided by Sourcewell and must comply with Sourcewell’s removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s Trademarks only in good faith and in a dignified manner consistent with such party’s use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- d. The licenses granted under this Section 13 are subject to the respective intellectual property usage guidelines and terms and conditions of each party.

4. Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **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.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. 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.

15. 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.

16. 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.

17. 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 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 Participating Entities 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 Participating Entity 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 direct 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.

18. 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), or equivalent. 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), or equivalent.

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. *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.

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 list Sourcewell and its Participating Entities, 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 but only to the extent of Vendor's indemnity obligations under the Contract. 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 but only to the extent of Vendor's indemnity obligations under the Contract.

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/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** Vendor will 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 and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. 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 the Canadian government, as applicable; or any Participating Entity. 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 Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities 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. Participating Entities may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies in the event that (i) a Participating Entity will access Vendor’s Equipment, Products, or Services with United States federal funds, and (ii) Vendor has provided its prior written consent.

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 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 endeavor to 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.

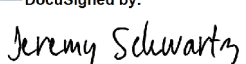
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

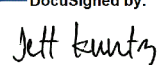
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 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. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell


Genuine Parts Company dba
NAPA Auto Parts

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:

By: BBF6652DCC21445...
Jett Kuntz
Title: Vice President of IBS Fleet &
Government

Date: 5/13/2021 | 8:56 PM CDT

Date: 5/13/2021 | 1:30 PM PDT

Approved:
DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/13/2021 | 9:02 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: Genuine Parts Company dba NAPA auto Parts
Does your company conduct business under any other name? If yes, please state: NAPA Auto Parts
Address: 2999 Wildwood Parkway
Atlanta, Georgia 30339
Contact: Don Lachance
Email: don_lachance@genpt.com
Phone: 404-386-4157
Fax: 404-386-4157
HST#: 580254510

Submission Details

Created On: Thursday February 04, 2021 12:06:53
Submitted On: Wednesday March 24, 2021 12:40:50
Submitted By: Don Lachance
Email: don_lachance@genpt.com
Transaction #: 96dfea54-3674-46b7-9841-49ff0c0e367b
Submitter's IP Address: 136.228.200.34

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Auto Parts
2	Proposer Address:	2999 Wildwood Parkway Atlanta, GA 30339
3	Proposer website address:	www.genpt.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President of IBS, Fleet & Government 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com 770-855-2221
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance Government Sales Manager 2999 Wildwood Parkway Atlanta, GA 30339 Don_Lachance@genpt.com 678-934-5057
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials.</p> <p>In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of \$75,000 and had only six employees.</p> <p>Over the last 93 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition.</p> <p>GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$19 billion.</p> <p>With more than 93 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.</p>

8	What are your company's expectations in the event of an award?	<p>Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs.</p> <p>NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.</p> <p>Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	GPC has had 93 years of profitable growth and 63 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com . We have also included our 2019 Annual Report in the attached documents for this RFP.	*
10	What is your US market share for the solutions that you are proposing?	NAPA's government business includes municipal, state, K-12 districts and higher education customers. Based on several published sources, we estimate our aftermarket light-, medium- and heavy-duty parts market share at approximately 6 percent.	*
11	What is your Canadian market share for the solutions that you are proposing?	In 2020, we've estimated the Fleet market at \$3B in Canada and NAPA's Canadian share was approximately \$369M, or 12%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 93-year history.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP.</p> <p>a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts.</p> <p>The NAPA catalog of parts contains more than 465,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (5,000 independent and 1,000 company) are the only authorized distributor and reseller of the parts that we propose in this RFP.</p> <p>Our 5,000 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded.</p> <p>b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																										
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated:</p> <p>"Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future."</p> <p>Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.</p>																										
17	What percentage of your sales are to the governmental sector in the past three years	In the past five years, we have exceeded 5 percent of our Automotive Parts Group sales in the government sector.																										
18	What percentage of your sales are to the education sector in the past three years	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).																										
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table> <tbody> <tr> <td>Sourcewell-Aftermarket Parts and IBS</td> <td>\$95,000,000</td> </tr> <tr> <td>NASPO ValuePoint -Aftermarket Parts, Tools & Equipment</td> <td>\$36,000,000</td> </tr> <tr> <td>E&I Educational Cooperative</td> <td>\$550,000</td> </tr> <tr> <td>Texas BuyBoard - Aftermarket Parts Oils & Lubricants</td> <td>\$1,000,000</td> </tr> <tr> <td>ST of GA</td> <td>\$11,000,000</td> </tr> <tr> <td>ST of WA</td> <td>\$10,500,000</td> </tr> <tr> <td>ST of NJ</td> <td>\$6,800,000</td> </tr> <tr> <td>ST of MA</td> <td>\$5,500,000</td> </tr> <tr> <td>ST of VA</td> <td>\$4,500,000</td> </tr> <tr> <td>ST of LA</td> <td>\$4,600,000</td> </tr> <tr> <td>ST of CA</td> <td>\$4,800,000</td> </tr> <tr> <td>ST of WV</td> <td>\$3,400,000</td> </tr> <tr> <td>ST of CT</td> <td>\$3,200,000</td> </tr> </tbody> </table>	Sourcewell-Aftermarket Parts and IBS	\$95,000,000	NASPO ValuePoint -Aftermarket Parts, Tools & Equipment	\$36,000,000	E&I Educational Cooperative	\$550,000	Texas BuyBoard - Aftermarket Parts Oils & Lubricants	\$1,000,000	ST of GA	\$11,000,000	ST of WA	\$10,500,000	ST of NJ	\$6,800,000	ST of MA	\$5,500,000	ST of VA	\$4,500,000	ST of LA	\$4,600,000	ST of CA	\$4,800,000	ST of WV	\$3,400,000	ST of CT	\$3,200,000
Sourcewell-Aftermarket Parts and IBS	\$95,000,000																											
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ST of WV	\$3,400,000																											
ST of CT	\$3,200,000																											
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.																										

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org
State of Iowa	Nancy Wheelock Purchasing Agent III Department of Administrative Services	515-725-2268 nancy.wheelock@iowa.gov

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of Georgia	Government	Georgia - GA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$12,500.	2020: \$15,619,859 2019: \$10,490,747 2018: \$11,000,000
State of Washington	Government	Washington - WA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$17,500.	2020: \$9,138,386 2019: \$10,209,336 2018: \$8,800,000
State of New Jersey	Government	New Jersey - NJ	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$9,170.	2020: \$5,654,831 2019: \$7,244,318 2018: \$6,500,000
State of Tennessee (Sourcewell Contract)	Government	Tennessee - TN	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$18,500.	2020: \$5,612,763 2019: \$6,173,588 2018: \$6,500,000
Louisiana State University	Education	Louisiana - LA	Deliver automotive and HD parts, tools and equipment with same-day service to all University locations.	Average size of transaction = \$58,777.	2020: \$4,547,197 2019: \$4,584,579 2018: \$3,311,418

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Total Estimated U.S. & Canada GPC Employees = 45,000</p> <p>We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities.</p> <p>All in, NAPA has more than 6,500 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.</p>

24	Dealer network or other distribution methods.	<p>GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence.</p> <p>These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales.</p> <p>When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options.</p> <p>In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members.</p>
25	Service force.	<p>As mentioned in our response to Question #23, we have more than 45,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada.</p> <p>From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average \$6 -\$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night.</p> <p>Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP:</p> <ul style="list-style-type: none"> • Sales Manager • District Manager • Wholesale Manager • Commercial Sales Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people <p>In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners.</p>

<p>26</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise.</p> <p>When it comes to delivery times, NAPA's standard metrics are as follows:</p> <ul style="list-style-type: none"> • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days <p>NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal.</p> <p>For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS.</p> <p>NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping.</p> <p>Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.</p>
<p>27</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here.</p> <p>We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell.</p> <p>We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise.</p> <p>The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.</p>

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met.</p> <p>Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here.</p> <p>The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores.</p> <p>It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario.</p> <p>Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>NAPA has a strong presence in every region and is fully capable of serving the US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories. NAPA does not have locations in Puerto Rico.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcwell member in our stores through the mobilization of our field sales force.</p> <p>Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcwell contract holder. If awarded, Sourcwell contract details will be communicated through our national bulletin process.</p> <p>This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award.</p> <p>Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcwell will continue to be classified in our national account programs.</p> <p>NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted.</p> <p>NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcwell. In addition to training this team on selling the value of our Sourcwell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.</p> <ul style="list-style-type: none"> • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcwell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcwell customer case studies, Sourcwell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcwell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcwell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcwell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: <ul style="list-style-type: none"> National Events <ul style="list-style-type: none"> o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o FleetCon presented by FleetPros www.FleetPros.org Regional Events <ul style="list-style-type: none"> o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcwell entity prospects and current members.</p> <p>Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcwell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcwell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.</p>
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>We feel it is our job to educate our sales team on Sourcwell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcwell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcwell can help the marketing effort:</p> <ul style="list-style-type: none"> • Marketing Materials – Sourcwell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcwell contracts. • Continuing Education – provide our team with access to Sourcwell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcwell IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcwell contracts.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us:</p> <ul style="list-style-type: none"> • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 500,000 parts and supplies that are available to Sourcwell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timely way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels.</p> <p>Technician Training:</p> <ol style="list-style-type: none"> Designed for the professional technician. Provided by professional certified trainers Shop Management Training Designed for the professional technician, shop managers Provided by professional certified trainers <p>Please find a list of available training courses attached as a supplemental upload.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>NAPA's proposal covers multiple technological advances in the following:</p> <ul style="list-style-type: none"> Electronic Ordering Product Information Diagnostic Repair eProcurement Audit process Mechanical Shop and Body Shop Estimators System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. <p>NAPA can work with government agencies to provide special pricing on Mitchell On Demand:</p> <ul style="list-style-type: none"> This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. Provide OE repair procedures and diagnostic aids. Track labor and supplies to a specific asset. Color wiring diagrams Technical specifications that include optional Medium and Heavy Duty applications Flow Charts Technical Service Bulletins Maintenance Schedule
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com.</p> <p>RCI-Safe Solutions - our sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle.</p> <p>GPC has the following priorities in place in terms of our Green Program</p> <ul style="list-style-type: none"> Reduce Air Emissions/Efficient Delivery Routing Identify Pollution Prevention Opportunities Communicate the Message Practice Water Conservation Reduce Fuel Consumption Minimize Operational Waste Implement Energy Conservation Provide Green Products and Services <p>NAPA Markets and Sells Many Green Initiative Products</p> <ul style="list-style-type: none"> Smart Washers Challenger Water In-Ground Lifts 3M lead free wheel weight system Schumacher solar battery charger/maintainers Energy Logic - waste oil burners Vortex waterborne auto paint - no solvents Valvoline Next Gen oil - made with recycled oil Recycled Batteries, remanufactured electrical and steering components

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached GPC Corporate Sustainability Plan. More detail is also available on our Sustainability page at www.genpt.com .
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE.</p> <p>However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcwell contract and its members' purchasing goals.</p> <p>Our main distribution and sales channel to Sourcwell members and prospective members will be through our 6,000 retail outlets, 5,000 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones.</p> <p>As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations.</p> <p>Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance.</p> <p>Diversity goes beyond race and gender. It celebrates and values differences in age, outlook, cultural background, lifestyle, and physical ability. We are committed to fostering an environment where everyone can contribute to our collective success.</p> <p>In principle:</p> <p>We want the best person for every position.</p> <p>We want to provide opportunities for diversity of experience and interaction.</p> <p>We want to create an environment of diverse ideas and viewpoints to ultimately arrive at better decisions.</p> <p>Our commitment to Diversity and Inclusion honors the Power of Genuine Talent.</p> <p>Please see our Corporate Sustainability Plan uploaded to the documents section of this proposal for more information on our corporate diversity policies.</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits Sourcewell members in several ways.</p> <p>First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help Sourcewell members meet their diverse purchasing initiatives across the US and Canada.</p> <p>Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include:</p> <ul style="list-style-type: none"> • Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries • NAPA Filters • NAPA Heavy Duty • NAPA Undercar • NAPA Electrical Sales and Under Hood • Martin Senour Paint • Balkamp • NAPA Tools and Equipment • NAPA Brakes • NAPA Heating and Cooling • NAPA TRACS - powerful estimating, technical information and shop management solutions • IBIZ – enterprise/purchasing system integrations and technology solutions • Mitchell 1 and Mitchell On Demand services <p>Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative.</p> <p>Furthermore, NAPA has more than 10 years of experience partnering with Sourcewell through multiple contracts. We have staff in all 50 states that have been fully trained on the inner workings of Sourcewell contracts, the benefits they provide to Sourcewell members, and how to execute contracts effectively to deliver the best solutions to our customers more quickly than anyone else.</p> <p>Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	<p>All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.</p> <p>NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product. Each warranty is viewed on a case-by-case basis and, in some cases, labor may not apply.</p> <p>Each one of NAPA 's individual parts warranties is on-line at our two websites (www.napaonline.com and www.napaprolink.com), plus warranty information is provided in the original NAPA packaging.</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>NAPA has different warranties for different parts, plus different warranties for different grades of parts. As an example, NAPA utilizes both new and remanufactured components. There will be a different warranty on a new vs. a remanufactured part. The new may have a limited lifetime, whereas the warranty on a remanufactured component may be 2 years/24,000 miles.</p> <p>Certain components, like filters and brake pads have warranties dependent on the level (good, better, best), but might have restrictions that could affect coverage. Example an air filter that was used in a harsh environment, say extremely dusty or in a rugged industrial setting (drilling environment) might be seen as a limitation compared to one that is strictly on road/highway usage.</p>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>NAPA's warranties do not have specific coverage that covers the expense of technician's travel time and mileage. However, we will provide a review and attempt to assist a Sourcewell member in working with our manufacturers to determine if the aforementioned expense and individual circumstances warrant such a claim. The defective part and repair information will need to be retained and provided upon request.</p>	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>As NAPA is a distributor of automotive parts in the US and Canada and not a manufacturer of those parts, we do not offer any warranty repair service directly through our parts contracts. We do have NAPA AutoCare centers in the US and NAPA AutoPro centers in Canada that perform automotive repairs, but they would not fall under the scope of this proposal.</p>	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. NAPA outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers.</p> <p>In the case where NAPA is requested to procure parts from manufacturers outside of the NAPA system, we will work with the Sourcewell member and each individual manufacturer to process warranty claims that arise. As we are not the manufacturer of such parts, though, we do not offer any warranties on them directly.</p>	*
47	What are your proposed exchange and return programs and policies?	<p>NAPA stands behind our products and will accept returns on unused, normally stocked products when packaging is undamaged and the item can be re-inventoried.</p> <p>Special order items may be subject to restocking fees even if the packaging is never opened. Sourcewell members should personally review special orders with their servicing NAPA store to make sure there are no questions regarding pricing, shipping, and delivery.</p>	*
48	Describe any service contract options for the items included in your proposal.	<p>Our proposal is for a parts supply program. Service contract options are available through our Sourcewell NAPA IBS vendor managed inventory contract #110520 – GPC. NAPA is responding only to the parts portion of this RFP.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	NAPA Auto Parts standard payment terms are Net 30 days.
50	Describe any leasing or financing options available for use by educational or governmental entities.	NAPA does not offer leasing or financing options as part of NAPA's parts supply program.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>The order process for this proposal and contract will be determined upon the Sourcewell Member preference. Generally, the majority of orders placed by Sourcewell members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink (www.napaprolink.com), eProcurement integration (EDI or XML) or even a walk in order.</p> <p>Once we receive an order with the appropriate work order or P.O. number, the store is responsible for the parts delivery service requirements of the contract.</p> <p>To ensure contract compliance, the accounts for Sourcewell members are flagged at the NAPA store for transmission to NAPA Headquarters. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the Sourcewell member's invoices into the Sourcewell Major Account. This allows NAPA to report consolidated sales numbers back to Sourcewell on a quarterly basis.</p> <p>NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process orders as they are fulfilled, and this will be consolidated and reported by NAPA Headquarters to Sourcewell quarterly.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, traditionally NAPA accepts P-card payments from government agencies, where applicable, and does not charge additional fees for using P-cards. We take government p-card security very seriously and are doing several things to protect agencies who elect to use this payment method. When using p-cards, members may be required to obtain tokenization authorization from the store, which verifies the ownership of the card and logs the information and approval to use it for such purchases. Without this tokenization, p-cards may not be accepted by servicing NAPA stores.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price.</p> <p>The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US.</p> <p>The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US.</p>

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA's proposed average discount percentages range up to 60% off list depending on the product. The attached price files illustrate discount rates for the products covered by our proposal.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically non-standard line items.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question #57, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcewell Member.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal.</p> <p>For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS.</p> <p>NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter.</p> <p>Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance.</p> <p>Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.</p> <p>Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment.</p> <p>Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them.</p> <p>Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials.</p> <p>NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than \$1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 465,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently.</p> <p>Our network starts with the 5,000 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,000-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need.</p> <p>Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>NAPA is able to provide all product categories listed in Table 14B, including:</p> <ul style="list-style-type: none"> • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Air conditioning, heating, cooling, and climate control	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
67	Alternators, starters, batteries, electrical, and ignition systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
68	Bearings - ball and roller	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
69	Belts, hoses, gaskets, and seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.
70	Brakes	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide.
71	Bumpers, body, cab, and chassis parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
72	Emission and exhaust	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
73	Engine and drive train	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
74	Filters - oil, fuel, air, and transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
75	Oils and lubricants - regular and synthetic	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
76	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
77	Safety and security systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
78	Interior and exterior parts and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
79	Lamps, lighting, mirrors, and wiring	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
80	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
81	Suspension, shocks, struts, and steering	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA carries multiple brands of shocks and Struts for steering components at all NAPA stores
82	Wipers and washers	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
83	Heating and cooling (engine)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
84	Vehicle paint and primer	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA sells several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

Table 15: Industry Specific Questions

Line Item	Question	Response *
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Below are several examples of internal metrics that we will track to optimize our contract growth strategies, if awarded:</p> <p>Overall Contract Member Purchases - our contract reporting system will track overall Sourcewell contract member purchases by agency to ensure contract compliance, contract adoption and overall Sourcewell member satisfaction.</p> <p>Market Coverage - we can identify where we have an active Sourcewell contract presence across our US and Canada markets and pinpoint opportunities for new market growth over the course of the contract.</p> <p>Sourcewell Account Registrations - new Sourcewell member contracts are identified in our reporting system so we can promote growth of the total number of participating entities utilizing the NAPA contract and partnership.</p> <p>Contract Segmentation - we will break out Sourcewell member purchases into industry verticals to identify opportunities to grow in segments where we may be stagnant and develop specific marketing materials to drive new contracts in underutilized categories.</p>
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	NAPA does not provide any electronic service programming subscriptions under the scope of this proposal.
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	<p>Through our Vistex and Qlik reporting software and our dedicated finance, accounting and reporting teams at NAPA headquarters and locally in our operations, NAPA provides customized reporting for hundreds of government and private sector customers on a quarterly basis or as needed by the Sourcewell member, generally within 30 to 45 days after a quarter has ended. Reporting is customizable for each member, so NAPA remains flexible in the format and timing of reporting to meet each customer's needs on a case-by-case basis; the reporting described above is the standard base level that NAPA provides.</p> <p>On an ad-hoc basis, NAPA can provide a specific Sourcewell member with SKU-level data over a specific timeframe and our team is also available to provide an in-depth spending analysis comparing them to other government agencies of similar size and makeup.</p>
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	<p>Our NAPA parts catalog, consisting of more than 465,000 SKUs, is all available online to Sourcewell members. The following are a few of the most common digital methods used to order from us:</p> <ul style="list-style-type: none"> NAPA Prolink: NAPA Prolink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. Enterprise E-Procurement/Punchout: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. <p>There is no fee associated with the use of NAPA's online cataloging or NAPA Prolink. Enterprise software integrations, if required by the customer, could have nominal costs that are negotiated on a case-by-case basis before implementing any solutions.</p>
90	Identify the vehicle makes for which your offered parts are used.	NAPA provides replacement parts for all light- and heavy-duty makes and models across the US and Canada.
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	NAPA provides replacement parts for all engine types across the US and Canada.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday March 24, 2021 12:26:37
- [Marketing Plan/Samples](#) - Question #32 - Marketing Materials.pdf - Wednesday March 24, 2021 12:27:31
- [WMBE/MBE/SBE or Related Certificates](#) - Question #39 - Corporate Sustainability Plan.pdf - Wednesday March 24, 2021 12:29:32
- Warranty Information (optional)
- [Pricing](#) - Pricing - US 9074 & Canada.pdf - Wednesday March 24, 2021 12:29:47
- [Upload Additional Document](#) - Question #36 - Autotech Training Brochures.pdf - Wednesday March 24, 2021 12:30:11

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President NAPA Fleet and IBS, Genuine Parts Company dba NAPA Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	<input checked="" type="checkbox"/>	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	<input checked="" type="checkbox"/>	2

Sourcewell RFP #032521 Aftermarket Vehicle Parts and Supplies

Sourcewell 9074 Pricing Profile - United States Version

Bidder Name: **NAPA Auto Parts U.S. (Genuine Parts Company)**

Catalog Website: www.napaprolink.com

CATEGORY	DESCRIPTION	% DISCOUNT Off List
1	AIR CONDITIONING	50%
2	ALTERNATORS AND STARTERS	50%
3	BATTERIES	43%
4	BEARING, BALL AND ROLLER	50%
5	BELTS AND HOSES	43%
6	BRAKES	50%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS AND EXHAUST	60%
9	ENGINE AND DRIVE TRAIN	50%
10	FILTERS, OIL, GAS, AIR & TRANSMISSION	56%
11	GASKETS AND SEALS	51%
12	HEATING AND COOLING (ENGINE)	50%
13	LAMPS AND LIGHTING AND MIRRORS	51%
14	OILS AND LUBRICANTS; REG. & SYN.	50%
15	PUMPS, FUEL AND WATER	49%
16	SUSPEN., SHOCKS, STRUTS, & STEER.	48%
17	WIPERS/WASHERS	50%
18	SHOP SUPPLIES & EQUIPMENT	45%
19	WINTER ACCESSORIES	52%

Note: '% DISCOUNT off of List' is approximate as the actual profile calculation is based on a different base factor and could vary by product line by line/family by family.

Sourcewell RFP #032521 Aftermarket Vehicle Parts and Supplies

Sourcewell 9074 Pricing Profile - Canada Version

Bidder Name: NAPA Auto Parts Canada (UAP Inc.)

Catalog Website: www.napaprolink.ca

CATEGORY	DESCRIPTION	% DISCOUNT off List
1	AIR CONDITIONING	44%
2	ALTERNATORS AND STARTERS	37%
3	BATTERIES	41%
4	BEARING, BALL AND ROLLER	41%
5	BELTS AND HOSES	43%
6	BRAKES	42%
7	ELECTRICAL AND IGNITION	37%
8	EMISSIONS AND EXHAUST	36%
9	ENGINE AND DRIVE TRAIN	37%
10	FILTERS, OIL, GAS, AIR & TRANSMISSION	49%
11	GASKETS AND SEALS	46%
12	HEATING AND COOLING (ENGINE)	40%
13	LAMPS AND LIGHTING AND MIRRORS	47%
14	OILS AND LUBRICANTS; REG. & SYN.	8%
15	PUMPS, FUEL AND WATER	42%
16	SUSPEN., SHOCKS, STRUTS, & STEER.	38%
17	WIPERS/WASHERS	38%
18	SHOP SUPPLIES & EQUIPMENT	14%
19	WINTER ACCESSORIES	26%

Note: '% DISCOUNT off of List' is approximate as the actual profile calculation is based on a different base factor and could vary by product line by line/family by family.

LEE COUNTY PORT AUTHORITY

UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Date: 07/22/2021
 Genuine
 Parts Company dba NAPA
 Vendor: Auto Parts
 NAPA Auto Parts – Fleet Parts
 Supply: Aftermarket Vehicle
 Description: Parts
 Term: Effective date – 05/19/2025
 Renewal
 Term: One (1), one-year (1) option
 Procurement
 Agent: Nick Diaz
 Contract #: 032521-GPC

Board Approval Req: Yes / No
 Lead Agency: Sourcewell
 Posting Req'd: Yes / No
 Single Purchase –
 Total Cost: _____
 Estimated
 Purchase -Est'd
 Annual cost: \$115,000.00
 Cost (this
 purchase): _____
 Balance: _____

NOTICE OF WRITTEN DETERMINATION OF A COOPERATIVE CONTRACT OR PIGGYBACK

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

Product/Service being requested:

Aftermarket vehicle parts and supplies

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

- Cooperative or Piggyback.
 - Competitive requirements have been met.
 - Conforms to all applicable laws and best practices.
 - Specs, price, terms and conditions produce best value.
 - The lead agency has been contacted and has verified eligibility.
 - There are no known vendor performance or contract compliance issues.
 - The vendor is appropriately insured and licensed to do business in the State of Florida.
 - The term of the agreement to be piggybacked: 5/19/2021 – 5/19/2025.
- Renew Terms One (1) additional, one-year (1) renewal option
- Other. LCPA Purchasing Manual Section 5.3 (B)

The advantages of utilizing this method of procurement include:

- Cost Savings. Explain: The Authority will be able to take advantage of competitive pricing solicited by another government agency and save administrative costs from not having to conduct its own solicitation.

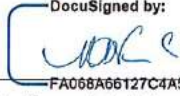
LEE COUNTY PORT AUTHORITY

UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Improved terms. Explain: _____

Other. Explain: _____

Purchases valued at \$100,000 or more require Lee County Board of Port Commissioners approval.

Approved by:  Date: 7/22/2021
Melissa M. Wendel, Procurement Manager, CPPO, NIGP-CPP

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>



Direct Dial: 239-590-4556

Fax: 239-590-4539

July 23, 2021

MARK TRANK
PORT AUTHORITY ATTORNEY

Jett Kuntz, Vice President
Genuine Parts Company dba NAPA Auto Parts
2999 Wildwood Parkway
Atlanta, GA 30339

BOARD OF
PORT COMMISSIONERS

Kevin Ruane

BRIAN HAMMAN

FRANK MANN

CECIL L PENDERGRASS

RAY SANDELLI

RE: Sourcewell Contract Piggyback 21-82NJD – Fleet Parts Supply: Aftermarket Vehicle Parts and Supplies

Dear Mr. Kuntz:

Please find the agreement for the referenced Sourcewell Contract Piggyback attached for your signature. It is important that you follow the instructions below and furnish the following documents within seven (7) calendar days from the date of this correspondence:

1. Two originals of the agreement are required. Sign the attached agreement in blue ink in duplicate. Have your signature sealed and witnessed on both originals. Please leave the date blank on both originals. The date will be filled in at the time the agreement is executed by the Port Authority. An officer of the corporation must sign both agreements. Agreements signed by a representative other than an officer must be provided along with proof of the signatory's authority to bind the corporation.
2. Certificate of Insurance. Provide the certificate of insurance which fully complies with the insurance requirements set forth in the attached agreement.
3. Return the signed, sealed and witnessed agreements and the certificate of insurance to:

Nick Diaz, Senior Procurement Agent
LEE COUNTY PORT AUTHORITY PURCHASING OFFICE
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913-8213

A fully executed copy of the agreement will be furnished to you for your records upon approval. The Lee County Port Authority looks forward to doing business with you.

Sincerely,

Melissa M. Wendel, CPPO
Procurement Manager

DocuSigned by:

7/23/2021
FA068A66127C4A5...

cc: Mark Trank, Port Authority Attorney
James Furiosi, Director of Facilities & Maintenance
Robert Rubino, Programs & Resource Manager, Maintenance
Nick Diaz, Senior Procurement Agent

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
11000 Terminal Access Road, Suite 8671 - Fort Myers, Florida 33913-8213
www.flylcpa.com

Contract Number _____
Vendor Number 433529

LEE COUNTY PORT AUTHORITY

NAPA Auto Parts – Fleet Parts Supply: Aftermarket Vehicle Parts and Supplies

AGREEMENT

This Agreement ("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 GENUINE PARTS COMPANY DBA NAPA AUTO PARTS, a Georgia corporation, authorized to do business in the State of Florida, ("Provider"), at 2999 Wildwood Parkway, Atlanta, GA 30339, Federal Identification Number 58-0254510.

WITNESSETH

WHEREAS, Authority desires to obtain goods and services from Provider as described below for Aftermarket Vehicle Parts and Supplies for the Southwest Florida International Airport in Fort Myers, Florida (the "Airport" or "RSW"); and,

WHEREAS, Provider has entered into an agreement between Provider and Sourcewell ("Source Contractor") pursuant to competitive solicitation RFP 032521, ("Source Agreement") to provide similar goods and/or services to those required by the Authority; and,

WHEREAS, both Provider and Source Contractor 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 hereby agrees to provide the goods and services set out in Exhibit A, attached hereto and made a part of this Agreement.

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 ("Effective Date") and will continue for the duration of the Source Agreement, including renewals or extensions thereof.

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 price list set forth in Exhibit C, 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 D, attached hereto and made a part of this Agreement.

7.0 NOTICES AND ADDRESS

All notices required and/or made pursuant to this Agreement will be in writing and will 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: James Furiosi, Facilities & Maintenance Department Director

If to the Provider:

GENUINE PARTS COMPANY DBA NAPA AUTO PARTS
2999 Wildwood Parkway
Atlanta, GA 30339
Attention: Jett Kuntz, Vice President

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.

[Remainder of Page 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

GENUINE PARTS COMPANY DBA NAPA
AUTO PARTS

Anna Price
Witness

[Signature]
Authorized Signature for Provider

Jennifer Steen
Witness
Jennifer Steen

By: Brett Robyck
Printed Name



Senior Vice President, Commercial Sales
Title

Exhibit A

Scope of Work

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country’s listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Aftermarket Vehicle Parts and Supplies including, but not to be limited to:

- a. Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric

automobiles, sport utility vehicles (SUV), light-, medium-, and heavy-duty trucks, buses, and motorcycles; and,

- b. Proposers may include tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies related to the offering of the Aftermarket Vehicle Parts and Supplies described in Subsection 1. a. above, to the extent that these solutions are complementary to the offering of the Aftermarket Vehicle Parts and Supplies being proposed.

2. The primary focus of this solicitation is for Aftermarket Vehicle Parts and Supplies. This solicitation should NOT be construed to include:

- a. Vehicle repair and maintenance services-only solutions
- b. Vehicle installation services-only solutions

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions (RFP #110520)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$40 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

Exhibit B
Source Agreement

032521-GPC



Solicitation Number: RFP #032521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

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 May 19, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 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 or remanufactured to OEM standards. 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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 Participating Entities. Participating Entities 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 that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity 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 Participating Entities.

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); and
- 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. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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 Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities 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 contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities 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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity 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 Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity 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.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, 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 Sourcwell 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity 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 an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell 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, Sourcewell 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell'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. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

B. **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.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. 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.

E. 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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. 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, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

12. 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.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor’s Trademarks from the form provided by Vendor and must comply with Vendor’s removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell’s Trademarks from the form provided by Sourcewell and must comply with Sourcewell’s removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s Trademarks only in good faith and in a dignified manner consistent with such party’s use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- d. The licenses granted under this Section 13 are subject to the respective intellectual property usage guidelines and terms and conditions of each party.

4. Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **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.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. 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.

15. 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.

16. 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.

17. 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 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 Participating Entities 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 Participating Entity 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 direct 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.

18. 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), or equivalent. 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), or equivalent.

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. *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.

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 list Sourcewell and its Participating Entities, 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 but only to the extent of Vendor's indemnity obligations under the Contract. 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 but only to the extent of Vendor's indemnity obligations under the Contract.

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/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** Vendor will 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 and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. 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 the Canadian government, as applicable; or any Participating Entity. 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 Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities 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. Participating Entities may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies in the event that (i) a Participating Entity will access Vendor’s Equipment, Products, or Services with United States federal funds, and (ii) Vendor has provided its prior written consent.

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 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 endeavor to 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.

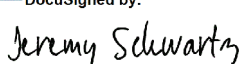
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

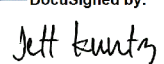
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 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. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell


Genuine Parts Company dba
NAPA Auto Parts

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:

By: BBF6652DCC21445...
Jett Kuntz
Title: Vice President of IBS Fleet &
Government

Date: 5/13/2021 | 8:56 PM CDT

Date: 5/13/2021 | 1:30 PM PDT

Approved:
DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/13/2021 | 9:02 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: Genuine Parts Company dba NAPA auto Parts
Does your company conduct business under any other name? If yes, please state: NAPA Auto Parts
Address: 2999 Wildwood Parkway
Atlanta, Georgia 30339
Contact: Don Lachance
Email: don_lachance@genpt.com
Phone: 404-386-4157
Fax: 404-386-4157
HST#: 580254510

Submission Details

Created On: Thursday February 04, 2021 12:06:53
Submitted On: Wednesday March 24, 2021 12:40:50
Submitted By: Don Lachance
Email: don_lachance@genpt.com
Transaction #: 96dfea54-3674-46b7-9841-49ff0c0e367b
Submitter's IP Address: 136.228.200.34

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Auto Parts
2	Proposer Address:	2999 Wildwood Parkway Atlanta, GA 30339
3	Proposer website address:	www.genpt.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President of IBS, Fleet & Government 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com 770-855-2221
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance Government Sales Manager 2999 Wildwood Parkway Atlanta, GA 30339 Don_Lachance@genpt.com 678-934-5057
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials.</p> <p>In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of \$75,000 and had only six employees.</p> <p>Over the last 93 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition.</p> <p>GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$19 billion.</p> <p>With more than 93 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.</p>

8	What are your company's expectations in the event of an award?	<p>Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs.</p> <p>NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.</p> <p>Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	GPC has had 93 years of profitable growth and 63 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com . We have also included our 2019 Annual Report in the attached documents for this RFP.	*
10	What is your US market share for the solutions that you are proposing?	NAPA's government business includes municipal, state, K-12 districts and higher education customers. Based on several published sources, we estimate our aftermarket light-, medium- and heavy-duty parts market share at approximately 6 percent.	*
11	What is your Canadian market share for the solutions that you are proposing?	In 2020, we've estimated the Fleet market at \$3B in Canada and NAPA's Canadian share was approximately \$369M, or 12%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 93-year history.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP.</p> <p>a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts.</p> <p>The NAPA catalog of parts contains more than 465,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (5,000 independent and 1,000 company) are the only authorized distributor and reseller of the parts that we propose in this RFP.</p> <p>Our 5,000 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded.</p> <p>b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																										
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated:</p> <p>"Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future."</p> <p>Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.</p>																										
17	What percentage of your sales are to the governmental sector in the past three years	In the past five years, we have exceeded 5 percent of our Automotive Parts Group sales in the government sector.																										
18	What percentage of your sales are to the education sector in the past three years	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).																										
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table> <tbody> <tr> <td>Sourcewell-Aftermarket Parts and IBS</td> <td>\$95,000,000</td> </tr> <tr> <td>NASPO ValuePoint -Aftermarket Parts, Tools & Equipment</td> <td>\$36,000,000</td> </tr> <tr> <td>E&I Educational Cooperative</td> <td>\$550,000</td> </tr> <tr> <td>Texas BuyBoard - Aftermarket Parts Oils & Lubricants</td> <td>\$1,000,000</td> </tr> <tr> <td>ST of GA</td> <td>\$11,000,000</td> </tr> <tr> <td>ST of WA</td> <td>\$10,500,000</td> </tr> <tr> <td>ST of NJ</td> <td>\$6,800,000</td> </tr> <tr> <td>ST of MA</td> <td>\$5,500,000</td> </tr> <tr> <td>ST of VA</td> <td>\$4,500,000</td> </tr> <tr> <td>ST of LA</td> <td>\$4,600,000</td> </tr> <tr> <td>ST of CA</td> <td>\$4,800,000</td> </tr> <tr> <td>ST of WV</td> <td>\$3,400,000</td> </tr> <tr> <td>ST of CT</td> <td>\$3,200,000</td> </tr> </tbody> </table>	Sourcewell-Aftermarket Parts and IBS	\$95,000,000	NASPO ValuePoint -Aftermarket Parts, Tools & Equipment	\$36,000,000	E&I Educational Cooperative	\$550,000	Texas BuyBoard - Aftermarket Parts Oils & Lubricants	\$1,000,000	ST of GA	\$11,000,000	ST of WA	\$10,500,000	ST of NJ	\$6,800,000	ST of MA	\$5,500,000	ST of VA	\$4,500,000	ST of LA	\$4,600,000	ST of CA	\$4,800,000	ST of WV	\$3,400,000	ST of CT	\$3,200,000
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ST of CT	\$3,200,000																											
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.																										

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org
State of Iowa	Nancy Wheelock Purchasing Agent III Department of Administrative Services	515-725-2268 nancy.wheelock@iowa.gov

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of Georgia	Government	Georgia - GA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$12,500.	2020: \$15,619,859 2019: \$10,490,747 2018: \$11,000,000
State of Washington	Government	Washington - WA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$17,500.	2020: \$9,138,386 2019: \$10,209,336 2018: \$8,800,000
State of New Jersey	Government	New Jersey - NJ	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$9,170.	2020: \$5,654,831 2019: \$7,244,318 2018: \$6,500,000
State of Tennessee (Sourcewell Contract)	Government	Tennessee - TN	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$18,500.	2020: \$5,612,763 2019: \$6,173,588 2018: \$6,500,000
Louisiana State University	Education	Louisiana - LA	Deliver automotive and HD parts, tools and equipment with same-day service to all University locations.	Average size of transaction = \$58,777.	2020: \$4,547,197 2019: \$4,584,579 2018: \$3,311,418

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Total Estimated U.S. & Canada GPC Employees = 45,000</p> <p>We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities.</p> <p>All in, NAPA has more than 6,500 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.</p>

24	Dealer network or other distribution methods.	<p>GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence.</p> <p>These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales.</p> <p>When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options.</p> <p>In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members.</p>
25	Service force.	<p>As mentioned in our response to Question #23, we have more than 45,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada.</p> <p>From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average \$6 -\$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night.</p> <p>Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP:</p> <ul style="list-style-type: none"> • Sales Manager • District Manager • Wholesale Manager • Commercial Sales Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people <p>In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners.</p>

<p>26</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise.</p> <p>When it comes to delivery times, NAPA's standard metrics are as follows:</p> <ul style="list-style-type: none"> • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days <p>NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal.</p> <p>For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS.</p> <p>NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping.</p> <p>Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.</p>
<p>27</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here.</p> <p>We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell.</p> <p>We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise.</p> <p>The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.</p>

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met.</p> <p>Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here.</p> <p>The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores.</p> <p>It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario.</p> <p>Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>NAPA has a strong presence in every region and is fully capable of serving the US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories. NAPA does not have locations in Puerto Rico.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcwell member in our stores through the mobilization of our field sales force.</p> <p>Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcwell contract holder. If awarded, Sourcwell contract details will be communicated through our national bulletin process.</p> <p>This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award.</p> <p>Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcwell will continue to be classified in our national account programs.</p> <p>NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted.</p> <p>NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcwell. In addition to training this team on selling the value of our Sourcwell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.</p> <ul style="list-style-type: none"> • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcwell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcwell customer case studies, Sourcwell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcwell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcwell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcwell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: <ul style="list-style-type: none"> National Events <ul style="list-style-type: none"> o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o FleetCon presented by FleetPros www.FleetPros.org Regional Events <ul style="list-style-type: none"> o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcwell entity prospects and current members.</p> <p>Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcwell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcwell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.</p>
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>We feel it is our job to educate our sales team on Sourcwell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcwell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcwell can help the marketing effort:</p> <ul style="list-style-type: none"> • Marketing Materials – Sourcwell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcwell contracts. • Continuing Education – provide our team with access to Sourcwell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcwell IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcwell contracts.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us:</p> <ul style="list-style-type: none"> • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 500,000 parts and supplies that are available to Sourcwell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timely way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels.</p> <p>Technician Training:</p> <ol style="list-style-type: none"> Designed for the professional technician. Provided by professional certified trainers Shop Management Training Designed for the professional technician, shop managers Provided by professional certified trainers <p>Please find a list of available training courses attached as a supplemental upload.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>NAPA's proposal covers multiple technological advances in the following:</p> <ul style="list-style-type: none"> Electronic Ordering Product Information Diagnostic Repair eProcurement Audit process Mechanical Shop and Body Shop Estimators System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. <p>NAPA can work with government agencies to provide special pricing on Mitchell On Demand:</p> <ul style="list-style-type: none"> This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. Provide OE repair procedures and diagnostic aids. Track labor and supplies to a specific asset. Color wiring diagrams Technical specifications that include optional Medium and Heavy Duty applications Flow Charts Technical Service Bulletins Maintenance Schedule
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com.</p> <p>RCI-Safe Solutions - our sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle.</p> <p>GPC has the following priorities in place in terms of our Green Program</p> <ul style="list-style-type: none"> Reduce Air Emissions/Efficient Delivery Routing Identify Pollution Prevention Opportunities Communicate the Message Practice Water Conservation Reduce Fuel Consumption Minimize Operational Waste Implement Energy Conservation Provide Green Products and Services <p>NAPA Markets and Sells Many Green Initiative Products</p> <ul style="list-style-type: none"> Smart Washers Challenger Water In-Ground Lifts 3M lead free wheel weight system Schumacher solar battery charger/maintainers Energy Logic - waste oil burners Vortex waterborne auto paint - no solvents Valvoline Next Gen oil - made with recycled oil Recycled Batteries, remanufactured electrical and steering components

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached GPC Corporate Sustainability Plan. More detail is also available on our Sustainability page at www.genpt.com .
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE.</p> <p>However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcwell contract and its members' purchasing goals.</p> <p>Our main distribution and sales channel to Sourcwell members and prospective members will be through our 6,000 retail outlets, 5,000 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones.</p> <p>As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations.</p> <p>Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance.</p> <p>Diversity goes beyond race and gender. It celebrates and values differences in age, outlook, cultural background, lifestyle, and physical ability. We are committed to fostering an environment where everyone can contribute to our collective success.</p> <p>In principle:</p> <p>We want the best person for every position.</p> <p>We want to provide opportunities for diversity of experience and interaction.</p> <p>We want to create an environment of diverse ideas and viewpoints to ultimately arrive at better decisions.</p> <p>Our commitment to Diversity and Inclusion honors the Power of Genuine Talent.</p> <p>Please see our Corporate Sustainability Plan uploaded to the documents section of this proposal for more information on our corporate diversity policies.</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits Sourcewell members in several ways.</p> <p>First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help Sourcewell members meet their diverse purchasing initiatives across the US and Canada.</p> <p>Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include:</p> <ul style="list-style-type: none"> • Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries • NAPA Filters • NAPA Heavy Duty • NAPA Undercar • NAPA Electrical Sales and Under Hood • Martin Senour Paint • Balkamp • NAPA Tools and Equipment • NAPA Brakes • NAPA Heating and Cooling • NAPA TRACS - powerful estimating, technical information and shop management solutions • IBIZ – enterprise/purchasing system integrations and technology solutions • Mitchell 1 and Mitchell On Demand services <p>Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative.</p> <p>Furthermore, NAPA has more than 10 years of experience partnering with Sourcewell through multiple contracts. We have staff in all 50 states that have been fully trained on the inner workings of Sourcewell contracts, the benefits they provide to Sourcewell members, and how to execute contracts effectively to deliver the best solutions to our customers more quickly than anyone else.</p> <p>Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	<p>All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.</p> <p>NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product. Each warranty is viewed on a case-by-case basis and, in some cases, labor may not apply.</p> <p>Each one of NAPA 's individual parts warranties is on-line at our two websites (www.napaonline.com and www.napaprolink.com), plus warranty information is provided in the original NAPA packaging.</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>NAPA has different warranties for different parts, plus different warranties for different grades of parts. As an example, NAPA utilizes both new and remanufactured components. There will be a different warranty on a new vs. a remanufactured part. The new may have a limited lifetime, whereas the warranty on a remanufactured component may be 2 years/24,000 miles.</p> <p>Certain components, like filters and brake pads have warranties dependent on the level (good, better, best), but might have restrictions that could affect coverage. Example an air filter that was used in a harsh environment, say extremely dusty or in a rugged industrial setting (drilling environment) might be seen as a limitation compared to one that is strictly on road/highway usage.</p>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NAPA's warranties do not have specific coverage that covers the expense of technician's travel time and mileage. However, we will provide a review and attempt to assist a Sourcewell member in working with our manufacturers to determine if the aforementioned expense and individual circumstances warrant such a claim. The defective part and repair information will need to be retained and provided upon request.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As NAPA is a distributor of automotive parts in the US and Canada and not a manufacturer of those parts, we do not offer any warranty repair service directly through our parts contracts. We do have NAPA AutoCare centers in the US and NAPA AutoPro centers in Canada that perform automotive repairs, but they would not fall under the scope of this proposal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. NAPA outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers.</p> <p>In the case where NAPA is requested to procure parts from manufacturers outside of the NAPA system, we will work with the Sourcewell member and each individual manufacturer to process warranty claims that arise. As we are not the manufacturer of such parts, though, we do not offer any warranties on them directly.</p>	*
47	What are your proposed exchange and return programs and policies?	<p>NAPA stands behind our products and will accept returns on unused, normally stocked products when packaging is undamaged and the item can be re-inventoried.</p> <p>Special order items may be subject to restocking fees even if the packaging is never opened. Sourcewell members should personally review special orders with their servicing NAPA store to make sure there are no questions regarding pricing, shipping, and delivery.</p>	*
48	Describe any service contract options for the items included in your proposal.	Our proposal is for a parts supply program. Service contract options are available through our Sourcewell NAPA IBS vendor managed inventory contract #110520 – GPC. NAPA is responding only to the parts portion of this RFP.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	NAPA Auto Parts standard payment terms are Net 30 days.
50	Describe any leasing or financing options available for use by educational or governmental entities.	NAPA does not offer leasing or financing options as part of NAPA's parts supply program.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>The order process for this proposal and contract will be determined upon the Sourcewell Member preference. Generally, the majority of orders placed by Sourcewell members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink (www.napaprolink.com), eProcurement integration (EDI or XML) or even a walk in order.</p> <p>Once we receive an order with the appropriate work order or P.O. number, the store is responsible for the parts delivery service requirements of the contract.</p> <p>To ensure contract compliance, the accounts for Sourcewell members are flagged at the NAPA store for transmission to NAPA Headquarters. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the Sourcewell member's invoices into the Sourcewell Major Account. This allows NAPA to report consolidated sales numbers back to Sourcewell on a quarterly basis.</p> <p>NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process orders as they are fulfilled, and this will be consolidated and reported by NAPA Headquarters to Sourcewell quarterly.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, traditionally NAPA accepts P-card payments from government agencies, where applicable, and does not charge additional fees for using P-cards. We take government p-card security very seriously and are doing several things to protect agencies who elect to use this payment method. When using p-cards, members may be required to obtain tokenization authorization from the store, which verifies the ownership of the card and logs the information and approval to use it for such purchases. Without this tokenization, p-cards may not be accepted by servicing NAPA stores.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price.</p> <p>The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US.</p> <p>The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US.</p>

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA's proposed average discount percentages range up to 60% off list depending on the product. The attached price files illustrate discount rates for the products covered by our proposal.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically non-standard line items.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question #57, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcewell Member.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal.</p> <p>For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS.</p> <p>NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter.</p> <p>Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance.</p> <p>Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.</p> <p>Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment.</p> <p>Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them.</p> <p>Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials.</p> <p>NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than \$1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 465,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently.</p> <p>Our network starts with the 5,000 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,000-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need.</p> <p>Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>NAPA is able to provide all product categories listed in Table 14B, including:</p> <ul style="list-style-type: none"> • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Air conditioning, heating, cooling, and climate control	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
67	Alternators, starters, batteries, electrical, and ignition systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
68	Bearings - ball and roller	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
69	Belts, hoses, gaskets, and seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.
70	Brakes	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide.
71	Bumpers, body, cab, and chassis parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
72	Emission and exhaust	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
73	Engine and drive train	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
74	Filters - oil, fuel, air, and transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
75	Oils and lubricants - regular and synthetic	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
76	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
77	Safety and security systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
78	Interior and exterior parts and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
79	Lamps, lighting, mirrors, and wiring	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
80	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
81	Suspension, shocks, struts, and steering	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA carries multiple brands of shocks and Struts for steering components at all NAPA stores
82	Wipers and washers	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
83	Heating and cooling (engine)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
84	Vehicle paint and primer	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA sells several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

Table 15: Industry Specific Questions

Line Item	Question	Response *
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Below are several examples of internal metrics that we will track to optimize our contract growth strategies, if awarded:</p> <p>Overall Contract Member Purchases - our contract reporting system will track overall Sourcewell contract member purchases by agency to ensure contract compliance, contract adoption and overall Sourcewell member satisfaction.</p> <p>Market Coverage - we can identify where we have an active Sourcewell contract presence across our US and Canada markets and pinpoint opportunities for new market growth over the course of the contract.</p> <p>Sourcewell Account Registrations - new Sourcewell member contracts are identified in our reporting system so we can promote growth of the total number of participating entities utilizing the NAPA contract and partnership.</p> <p>Contract Segmentation - we will break out Sourcewell member purchases into industry verticals to identify opportunities to grow in segments where we may be stagnant and develop specific marketing materials to drive new contracts in underutilized categories.</p>
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	NAPA does not provide any electronic service programming subscriptions under the scope of this proposal.
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	<p>Through our Vistex and Qlik reporting software and our dedicated finance, accounting and reporting teams at NAPA headquarters and locally in our operations, NAPA provides customized reporting for hundreds of government and private sector customers on a quarterly basis or as needed by the Sourcewell member, generally within 30 to 45 days after a quarter has ended. Reporting is customizable for each member, so NAPA remains flexible in the format and timing of reporting to meet each customer's needs on a case-by-case basis; the reporting described above is the standard base level that NAPA provides.</p> <p>On an ad-hoc basis, NAPA can provide a specific Sourcewell member with SKU-level data over a specific timeframe and our team is also available to provide an in-depth spending analysis comparing them to other government agencies of similar size and makeup.</p>
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	<p>Our NAPA parts catalog, consisting of more than 465,000 SKUs, is all available online to Sourcewell members. The following are a few of the most common digital methods used to order from us:</p> <ul style="list-style-type: none"> • NAPA Prolink: NAPA Prolink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement/Punchout: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. <p>There is no fee associated with the use of NAPA's online cataloging or NAPA Prolink. Enterprise software integrations, if required by the customer, could have nominal costs that are negotiated on a case-by-case basis before implementing any solutions.</p>
90	Identify the vehicle makes for which your offered parts are used.	NAPA provides replacement parts for all light- and heavy-duty makes and models across the US and Canada.
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	NAPA provides replacement parts for all engine types across the US and Canada.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday March 24, 2021 12:26:37
- [Marketing Plan/Samples](#) - Question #32 - Marketing Materials.pdf - Wednesday March 24, 2021 12:27:31
- [WMBE/MBE/SBE or Related Certificates](#) - Question #39 - Corporate Sustainability Plan.pdf - Wednesday March 24, 2021 12:29:32
- Warranty Information (optional)
- [Pricing](#) - Pricing - US 9074 & Canada.pdf - Wednesday March 24, 2021 12:29:47
- [Upload Additional Document](#) - Question #36 - Autotech Training Brochures.pdf - Wednesday March 24, 2021 12:30:11

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President NAPA Fleet and IBS, Genuine Parts Company dba NAPA Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	<input checked="" type="checkbox"/>	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	<input checked="" type="checkbox"/>	2

**Exhibit C
Pricing
Sourcewell RFP #032521 Aftermarket Vehicle Parts and Supplies**

Sourcewell 9074 Pricing Profile - United States Version

Bidder Name: **NAPA Auto Parts U.S. (Genuine Parts Company)**

Catalog Website: **www.napaprolink.com**

CATEGORY	DESCRIPTION	% DISCOUNT Off List
1	AIR CONDITIONING	50%
2	ALTERNATORS AND STARTERS	50%
3	BATTERIES	43%
4	BEARING, BALL AND ROLLER	50%
5	BELTS AND HOSES	43%
6	BRAKES	50%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS AND EXHAUST	60%
9	ENGINE AND DRIVE TRAIN	50%
10	FILTERS, OIL, GAS, AIR & TRANSMISSION	56%
11	GASKETS AND SEALS	51%
12	HEATING AND COOLING (ENGINE)	50%
13	LAMPS AND LIGHTING AND MIRRORS	51%
14	OILS AND LUBRICANTS; REG. & SYN.	50%
15	PUMPS, FUEL AND WATER	49%
16	SUSPEN., SHOCKS, STRUTS, & STEER.	48%
17	WIPERS/WASHERS	50%
18	SHOP SUPPLIES & EQUIPMENT	45%
19	WINTER ACCESSORIES	52%

Note: '% DISCOUNT off of List' is approximate as the actual profile calculation is based on a different base factor and could vary by product line by line/family by family.

Sourcewell RFP #032521 Aftermarket Vehicle Parts and Supplies

Sourcewell 9074 Pricing Profile - Canada Version

Bidder Name: NAPA Auto Parts Canada (UAP Inc.)

Catalog Website: www.napaprolink.ca

CATEGORY	DESCRIPTION	% DISCOUNT off List
1	AIR CONDITIONING	44%
2	ALTERNATORS AND STARTERS	37%
3	BATTERIES	41%
4	BEARING, BALL AND ROLLER	41%
5	BELTS AND HOSES	43%
6	BRAKES	42%
7	ELECTRICAL AND IGNITION	37%
8	EMISSIONS AND EXHAUST	36%
9	ENGINE AND DRIVE TRAIN	37%
10	FILTERS, OIL, GAS, AIR & TRANSMISSION	49%
11	GASKETS AND SEALS	46%
12	HEATING AND COOLING (ENGINE)	40%
13	LAMPS AND LIGHTING AND MIRRORS	47%
14	OILS AND LUBRICANTS; REG. & SYN.	8%
15	PUMPS, FUEL AND WATER	42%
16	SUSPEN., SHOCKS, STRUTS, & STEER.	38%
17	WIPERS/WASHERS	38%
18	SHOP SUPPLIES & EQUIPMENT	14%
19	WINTER ACCESSORIES	26%

Note: '% DISCOUNT off of List' is approximate as the actual profile calculation is based on a different base factor and could vary by product line by line/family by family.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve the Aircraft Administration and Flight Services Agreement with Brown Aviation for the Authority's aircraft and authorize expenditure not to exceed \$500,000 over the 5-year term of the Agreement.</p> <p>2. FUNDING SOURCE: Acct. WJ5100041200.503190</p> <p>3. TERM: Five (5) years with no option for renewal.</p> <p>4. WHAT ACTION ACCOMPLISHES: Establishes an Agreement with Brown Aviation for Aircraft Administration and Flight Services for the Authority's owned aircraft.</p>	<p>5. CATEGORY: 26. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<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>Steven C. Hennigan</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

On February 23, 2021, the Authority advertised Request for Proposals (RFP) 21-05MLW, Aircraft Administrative and Flight Services for Lee County Port Authority to provide qualified and experienced flight services for the Authority's Piper Navajo aircraft and to perform certain related administrative services to ensure FAA compliance, aircraft airworthiness, and other specified administrative tasks. The RFP calls for a five-year contract with no options to extend. The advertisement appeared on IonWave, and online with Airports Council International, Florida Airports Council, and Airport Minority Advisory Council, as well as the Lee County Port Authority website.

On March 11, 2021, a non-mandatory pre-proposal meeting was held at Base Operations, 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.

On April 1, 2021, one (1) proposal was received from Brown Aviation, LLC.

On April 15, 2021, a publicly noticed Staff Evaluation Committee Meeting was held 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 and ranking of firms, staff prepared a summary of the sole response to the RFP and recommended that ASMC concur with Staff's review and subsequently move the item to the Board for approval and authorize Staff to begin contract negotiations.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Steven P. Hennigan</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 (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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Background (continued)

On June 24, 2021, the Board approved ASMC's recommendation authorizing staff to begin negotiations with Brown Aviation. As a result, staff has negotiated a five (5) year Service Provider Agreement with Brown Aviation per the terms provided within RFP 21-05.

Staff requests Board approve the Service Provider Agreement and authorize the expenditure of up to a total of \$500,000 over the 5-year term of the Agreement. Staff anticipates that the annual cost will be between \$50,000 to \$75,000, depending upon usage of the aircraft and other related tasks. The existing contract, currently held by Brown Aviation LLC, expired December 31, 2019 and has since continued on a month-to-month basis.

Attachments:

1. RFP 21-05MLW
2. Addendum 1
3. Service Provider Agreement



**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:

FA068A68127C4A5...

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

**LEE COUNTY PORT AUTHORITY/
AIRCRAFT ADMINISTRATIVE AND FLIGHT SERVICES AGREEMENT
REQUEST FOR PROPOSALS (RFP) 21-05**

THIS LEE COUNTY PORT AUTHORITY AIRCRAFT ADMINISTRATIVE AND FLIGHT SERVICES AGREEMENT (the "Agreement") is made as of _____, 20____ between Lee County Port Authority (the "Owner") and Brown Aviation, LLC, a Florida limited liability company, (the "Provider").

WITNESSETH:

WHEREAS, Owner owns the aircraft described on Schedule A, attached and incorporated herein, and as such Schedule may be amended from time to time by Owner to update engine information or to substitute a new aircraft for the current aircraft, and including all components and accessories appurtenant to, installed in, or attached to, the airframe of such aircraft, including the avionics and engines, together with all loose equipment associated therewith and all available manuals, maintenance records, and airframe and engine log books (collectively, the "Aircraft");

WHEREAS, Owner desires to obtain the performance of aircraft administrative and flight services for Lee County Port Authority in Fort Myers, Florida; and,

WHEREAS, the Provider has been selected to provide the services described below as the result Request for Proposals (RFP) 21-05, a formal competitive selection process issued by the Authority in accordance with applicable Florida Statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

WHEREAS, Provider is experienced in the oversight and operation of aircraft and employs pilots who are trained and qualified to provide such service, including appropriate flight crew personnel (the "Flight Crew");

WHEREAS, Owner desires to engage Provider to provide aircraft services, and other aviation and aviation support services for the Aircraft, and Provider desires to provide such services to Owner, on the terms and subject to the conditions set forth herein.

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

1. Recitals. The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set out at length below.
2. Request for Proposals and Provider's Proposal – Incorporation by Reference. The terms of the Request for Proposals (RFP), and Provider's proposal received in response to that RFP, 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.
3. Engagement of Provider.
 - a. Scope of Services. Owner hereby engages Provider to provide, and Provider hereby agrees to provide to and on behalf of Owner, the following services (collectively, the "Services") to support Owner's operation of the Aircraft for flights operated by Owner ("Flight") pursuant to Part 91 of the U.S. Federal Aviation Regulations ("FAR"), as issued or amended by the Federal Aviation Administration (the "FAA"):
 - i. Employ, train, and supervise the Flight Crew assigned to the Aircraft in accordance with Section 4 below;

LEE COUNTY PORT AUTHORITY
AIRCRAFT ADMINISTRATIVE AND FLIGHT SERVICES AGREEMENT
RFP 21-05

- ii. Advise and coordinate with the Owner regarding aircraft maintenance necessary to assure compliance with Federal Aviation regulations as they apply to the Owner's aircraft operation. Aircraft maintenance must be conducted as described in Section 7 below;
 - 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 an awareness and report to Owner aircraft compliance issues as promulgated or recommended by the Federal Aviation Administration;
 - v. Produce a monthly operational report detailing Aircraft use. 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. This schedule will ensure crew and aircraft availability for Owner flights and will include travel specifics i.e. number of travelers, departure and arrival airports, and planned dates and times of travel. In addition, Provider will offer travel support services as set forth in Section 7 below;
 - viii. Inspect and exercise the Aircraft at least monthly during those months when the Aircraft is not operated on a scheduled trip. Provider may use such operations to ensure pilot proficiency;
 - ix. Consult with Owner and, upon request, provide advice and management concerning the operation, maintenance and administration of the Aircraft. Provider will offer other aviation related matters requiring in depth research under special assignment as authorized by the Owner;
 - x. Obtain from Owner aeronautical data base updates for the Aircraft's navigational systems. The Owner agrees to provide a dedicated computer for download and update purposes. Such updates will be installed as necessary to ensure the aircraft navigational systems are current and available for use; and
 - xi. Request prior Owner authorization for all flights, including maintenance and proficiency flights, in accordance with established procedures.
- b. Standards of Operations. 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, Owner's and Provider's internal policies and procedures, and other laws, rules, and regulations pertaining to the Aircraft. Provider and Owner agree that the Aircraft will be used only as specified in the Aircraft's Flight Manual (or equivalent documents) and other

technical materials governing operation and maintenance of the Aircraft. Provider and Owner further agree not to operate or locate the Aircraft, or suffer the Aircraft to be operated or located, in any area excluded from coverage by any insurance required by the terms of this Agreement.

4. Term of Agreement.

- a. Term. This Agreement will become effective on October 1, 2021 and remain in effect through September 30, 2026. There are no options to renew or extend this Agreement.
- b. Termination for Convenience. Owner has the right to terminate this Agreement, completely or in part, without cause upon thirty (30) days written notice to Provider. In the event of such termination for convenience, Provider's recovery against Owner will be limited to that portion of compensation earned through the date of termination. Provider will not be entitled to any other recovery against Owner, including, but not limited to, anticipated fees for profits on work not required to be performed.
- c. Termination by Provider. Provider has the right to terminate this Agreement due to Provider's inability to meet Federal requirements stipulating medical certification of its pilots or upon other such cause beyond Provider's reasonable control that renders Provider unable to perform its obligations to Authority. In the event of such inability to perform due to medical certification or other cause, Provider will provide written notice to Authority within one (1) business day of learning of such inability. Upon providing timely notice to Authority, Provider will have a reasonable period to cure such inability, not to exceed ten (10) business days. If Provider is unable to cure such inability after giving timely notice to Authority and after making reasonable efforts to cure, Provider will have the right to terminate the Agreement by giving sixty (60) days advance written notice of such termination to Authority.
- c. Termination for Material Breach. If any of the following occurs, this Agreement may be terminated immediately by the non-breaching party:
 - i. Failure by either party to make payments due hereunder within 30 days after the due date, which failure is not cured within 30 days after written notice has been delivered to the defaulting party;
 - ii. Breach by either party of any material term of this Agreement, which breach is not cured within 15 days after receipt of written notice of such breach (unless diligent efforts are being made to correct such breach, in which case such cure period may be extended by the non-breaching party in its discretion for an additional 15-day period); provided, however, that in the event of a violation of any FAR, Owner may terminate this Agreement immediately;
 - iii. Operation of the Aircraft when there is a lapse of insurance coverage required by this Agreement wherein Owner has notified Provider of such lapse;
 - iv. Either party makes a general assignment for the benefit of creditors, or is decreed insolvent or bankrupt under any bankruptcy, insolvency or other similar law, or commences a voluntary proceeding seeking liquidation, reorganization or other such relief under any such law or seeking the appointment of a receiver or liquidator over any substantial portion of their respective assets.

LEE COUNTY PORT AUTHORITY
AIRCRAFT ADMINISTRATIVE AND FLIGHT SERVICES AGREEMENT
RFP 21-05

- d. Notwithstanding any provision of this Agreement to the contrary, Owner will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, under Section 287.135(5) F.S., if Provider has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Section 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.
 - e. Accounting after Termination for Material Breach. Within 30 days after the termination of this Agreement, the parties will agree on a full accounting and settle all accounts between them.
 - f. Redelivery of Aircraft Records. No later than 30 days after termination of this Agreement, Provider must redeliver all Aircraft specific books and records to Owner.
5. Qualification, Training, and Scheduling of Flight Crew.
- a. Selection. Provider will provide appropriate qualified pilots, reasonably satisfactory to Owner, to assist and support Owner's operation of the Aircraft. The Flight Crew shall be appropriately trained, certified, and rated as required by the applicable government regulations and insurance policies, and shall meet such additional requirements for employment as Provider, Owner or the U.S. Government may, from time to time, establish. It is agreed that the term "qualified pilot" shall be deemed to refer to an individual who meets the following minimum requirements:
 - i. holds a valid Airline Transport Pilot's Certificate with the appropriate category and class ratings for the Aircraft or a valid Commercial Pilot Certificate with flight time that is equal to or exceeds the Airline Transport Certificate 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);
 - iii. is current with respect to FAR Part 61, to conduct operations under FAR Part 91;
 - iv. is 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; and,
 - vii. is approved as a pilot with respect to the Aircraft insurance coverage.
 - b. 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 must promptly designate a replacement crew, subject to Owner's approval. 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, law and regulations.
 - c. Training Provider will arrange applicable training for the Flight Crew, which training meet or exceed the requirements of applicable insurance policies, government regulations, and

such additional standards as may be required by Owner. For pilots, such training will include:

- 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; and
- 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 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, must secure such training from an approved training provider. Owner agrees to reimburse Provider for such training cost.

- d. Employment of Flight Crew. At all times, the Flight Crew shall remain employees of Provider and all compensation payable to the Flight Crew shall be the sole responsibility of Provider. Notwithstanding Provider's employment of the Flight Crew but subject to Section 5(c), it is expressly agreed that the Flight Crew shall be, and shall be advised that they are, under the exclusive direction and control of Owner during all Flights.
 - e. 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 material additional expenses to Owner.
 - f. Assignment of Flight Crew. Provider shall select as first priority a pilot in command who holds an Airline Pilot Certificate as described in 4.a., above. Provider shall have the option to assign a pilot holding a commercial pilot certificate, identified as an approved pilot in Schedule D, in accordance with the provisions in 4.a. above in the absence of a pilot in command holding an Airline Pilot Certificate.
6. Operational Control of Flights.
- a. Control by Owner. During all phases of flight conducted with the Aircraft, Owner shall 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 5(c) or governmental restrictions or regulations, Owner shall determine when the Aircraft shall be operated, where it shall be operated, and the passengers and/or cargo which shall 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 Section 5(c), 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; and
 - v. dispatch or release of flights.
- b. Compliance Assistance. In assisting Owner in Owner's flight operations, Provider shall 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, 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 shall be operated in accordance with the approved limitations of the Aircraft and under the provisions of Part 91 of the FAR and may carry only such passengers, baggage, and cargo that is not contrary to the provisions of Part 91 of the FAR.
- c. Flight Safety. In accordance with the applicable FAR, the 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 assign a second-in-command (Safety Pilot) if deemed necessary due to forecasted flight conditions and/or when a safety pilot is deemed necessary to ensure safety of Flight. Provider must provide written justification to accompany the invoice for any flight where a safety pilot is utilized. The parties further 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 considerations of safety, without incurring any liability for loss, injury, damage or delay.

7. Aircraft Maintenance.

- a. 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. The use of a maintenance or repair provider is subject to the approval of the Owner. Provider will make recommendations to Owner based on review and analysis of estimates received for repair and maintenance work to be performed. Maintenance provided hereunder shall include, but not be limited to, performance of all required inspections, repairs, modifications, maintenance, preventive maintenance, pre-flight maintenance, fueling, internal cleaning, external cleaning, hangaring during such maintenance and overhaul work (collectively, "Maintenance"). All Maintenance, when completed, must 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 to the Aircraft made become part of the Aircraft and will be subject to this Agreement and provided by an appropriately certificated aircraft maintenance provider of the Owner's choice.

- b. 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 shall include, without limitations, scheduled maintenance, repairs, modifications, scheduled inspections, functional tests, and overhauls performed. Such records shall become part of the Aircraft and the property of Owner, shall be subject to this Agreement, and shall be available to Owner at any time upon demand.
- c. Navigational Database Updates. Provider shall install all navigational database updates for the aircraft navigational systems.
- d. Expense Records. Provider shall transmit to Owner any such maintenance receipts that may be obtained directly from an authorized maintenance provider. Provider shall review such receipts to ensure maintenance actions have been completed as directed by Owner.
- e. Scheduling Maintenance. Provider will coordinate with Owner to schedule Maintenance when convenient to Owner, however, no period of Maintenance shall 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.

7. 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. expeditiously provide receipts to Owner for all trip expenses incurred; and
 - ix. accommodate other reasonable special requests made by Owner.

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Unless otherwise required by the Florida Public Records or other law; Provider agrees to keep confidential the travel itineraries, passenger lists and related information pertaining to Owner, Owner's passengers, the Aircraft and any Flights.

- b. Advance Notice of Schedules. Owner shall 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.
 - c. Scheduling Information. For each scheduled departure, Owner shall 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; and
 - vii. any other information concerning the planned Flight that may be pertinent or reasonably requested by Provider or the Flight Crew.
8. Recordkeeping Responsibilities. Provider will maintain sufficient personnel at its local office for recordkeeping and processing as required under this Agreement. Provider shall keep accurate, complete, and current records pertaining to the Aircraft and Provider's services provided under this Agreement. Records shall 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 shall be open for inspection, photocopying and audit by Owner at Provider's office or other such location as mutually agreed and at any reasonable time throughout the term of this Agreement and for the period ending two years after the termination of this Agreement. Provider agrees not to destroy or dispose of such records prior to the time when Owner's right to inspect and audit terminates.
9. Services Fees and Billing Procedures
- a. Fees and Expenses. As additional consideration for the Services provided hereunder as outlined in attached Schedule C, attached and incorporated herein:
 - i. Provider is responsible for all costs and expenses directly incurred with respect to any flight, including, without limitation, expenses for fuel, oil, lubricants and other additives, and parking arrangements such as ramp fees and hangar overnight fees. Purchases made by Provider on behalf of Owner will be subject to a \$25.00 administrative service fee.

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- ii. Provider must provide itemized statements detailing any and all costs and expenses paid. Upon receipt of such documentation as Owner may require, Owner agrees to expedite its review and approval of accurate and completed invoices submitted by the Provider. Owner will reimburse Provider through payment issued by the Lee County Clerk of the Circuit Court in accordance with the Florida Prompt Payment Act, Section 218.70, F.S., upon receipt of Provider's accurate and complete invoice.
 - iii. Compensation for food shall be made at established Lee County Port Authority per diem rates, lodging purchased, ground transportation and other travel expenses of the Flight Crew;
 - iv. Owner will provide funds for costs and expenses of Aircraft-specific training for the Flight Crew provided pursuant to Section 4(c); and
 - v. Owner will directly pay costs and expenses of repair and maintenance of the Aircraft undertaken pursuant to Section 7(a).
- b. Billing Procedure. Provider will invoice Owner for the services provided under this agreement in accordance with attached Compensation Schedules B and C attached and incorporated herein. Owner will pay Provider's invoices with a check or ACH deposit to Provider's bank account within 45 calendar days after receipt of an acceptable invoice.
10. 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 (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 tax authority amounts paid to Provider by Owner for such purpose. Provider will take reasonable care in insuring that Florida State sales tax is not charged to Owner, a Florida Tax exempt entity.
11. 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 provides twenty-four hour notice or less to Owner of its inability to perform, Owner shall 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. Weather such as severe thunderstorms, excessive winds, wind shear and tropical storms.
 - c. An unexpected loss of a staffed pilots FAA Medical such as a stroke or heart attack, in which case the Provider would 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 this 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 shall 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.

12. Risk of Loss, Insurance, and Indemnity.

- a. Risk of Loss. Owner shall bear the risk of loss of the Aircraft at all times during the Term, and shall have the sole right to insurance proceeds payable under hull insurance policies in the event of any loss or casualty occurrence. Owner shall not be obligated to repair or replace the Aircraft after a loss or casualty occurrence. Provider shall provide commercially reasonable assistance to Owner in filing claims and securing proceeds payable under Owner's hull insurance policies for the Aircraft.
- b. Owner's Insurance. Owner shall obtain and maintain during the Term, on Owner's behalf, at Owner's expense and naming Owner as insured, casualty and liability insurance covering the Aircraft and operations of the Aircraft for Flights, which insurance shall be of such types, in such amounts and with such coverage as are customary for entities using aircraft similar to the Aircraft. Such policies of insurance shall include:
 - i. all-risk hull insurance with respect to such Aircraft, against loss, theft or damage to such Aircraft, including, without limitation, extended coverage with respect to any engine or parts while removed from the Aircraft. The limits of such insurance shall be in such amount as Owner shall determine; and
 - ii. comprehensive aviation liability insurance with respect to the Aircraft, including, without limitation, aircraft passenger and property damage coverage, for an amount not less than \$10,000,000.00 combined single limit liability coverage and naming Owner, Provider, and such other persons as each party may reasonably designate as insured.
- c. Provider's Insurance. At all times during the Term and its own cost and expense, Provider shall maintain:
 - i. worker's compensation insurance if required, 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 Owner; and
- d. All Required Insurance Policies. All insurance policies maintained in accordance with this Section 12 shall:
 - i. be issued by recognized aviation insurance underwriters;
 - ii. include worldwide geographic limits, except that in the case of war, hijacking and allied perils coverage, the coverage territory shall be subject to such excluded territories as is usual in the aviation insurance industry;
 - iii. be primary without any right of contribution from any other insurance available to Owner or Provider;

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- iv. contain a standard clause as to cross liability or severability of interests among insured parties providing that the insurance shall operate in all respects as if a separate policy had been issued covering each party insured except for limits of liability; and
- v. require that insurer provides at least 30 days prior notification to Provider and Owner in the event of cancellation, failure to renew, or material reduction in the coverage of the policy and shall include a breach of warranty clause.
- e. Invalidation of Aircraft Insurance. In the event that any insurance on the Aircraft required by this Section 12 is invalidated for any reason, notwithstanding any provision of this Agreement to the contrary, the Aircraft shall not be operated until such time as all such insurance is again valid and in full force and effect.
- f. Waiver of Subrogation. Each of Owner and Provider hereby waives all rights against the other and against those for whom the other is legally responsible for all losses covered by any insurance required to be maintained hereunder or by any additional insurance relating to the Aircraft and its operations, maintenance, or storage. If the insurance policies require an endorsement to provide for continued coverage where there is a waiver of subrogation, the parties will cause the policies to be so endorsed.
- g. General Indemnity. In the event that any claim is made or any suit filed against Owner, or any affiliate of Owner, or any member, officer, director or employee of Owner or an affiliate of Owner (including Owner, the "Owner Indemnified Persons"), which claim or suit relates to the possession, maintenance, condition, storage, use, or operation of the Aircraft and is based upon a transaction, incident or occurrence which transpires during the Term hereof and is attributable to a breach by Provider of its obligations hereunder or to the gross negligence or willful misconduct of Provider, then, to the extent not covered by the insurance required to be maintained hereunder, Provider shall indemnify and hold harmless the Owner Indemnified Persons against any and all costs, expenses or judgments arising out of such claim or suit (including, without limitation, reasonable attorneys' fees and expenses).
- h. Exculpation of Liability and Waiver. EACH PARTY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION,
 - i. THE PROCEEDS OF INSURANCE TO WHICH IT IS ENTITLED;
 - ii. ANY RIGHT TO INDEMNIFICATION FROM THE OTHER PARTY UNDER THIS SECTION 12; AND
 - ii. ANY RIGHT TO DIRECT DAMAGES ARISING IN CONTRACT FROM A BREACH OF THE OTHER PARTY'S OBLIGATIONS UNDER THIS AGREEMENT

ARE THE SOLE REMEDIES FOR ANY DAMAGE, LOSS OR EXPENSE ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER OR CONTEMPLATED HEREBY. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, EACH PARTY WAIVES ANY RIGHT TO RECOVER FROM THE OTHER PARTY ANY DAMAGE, LOSS OR EXPENSE ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER OR CONTEMPLATED HEREBY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR OR HAVE ANY DUTY FOR

INDEMNIFICATION OR CONTRIBUTION TO THE OTHER PARTY FOR ANY CLAIMED CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES CONSISTING OF DAMAGES FOR LOSS OF REVENUE, PROFIT, BUSINESS OPPORTUNITIES, EVEN IF THE PARTY HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- i. Survival. The parties' obligations under this Section 12 shall survive termination of this Agreement.
13. Loss or Damage to Aircraft
- a. Damage Reports. Each party shall immediately notify the other, as applicable, of any accident or incident connected with the Aircraft, and shall include in such report 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" mean 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:
 - (a) 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.
 - (b) 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, this Agreement shall terminate except with respect to the provisions of this Agreement regarding Insurance, Indemnification, and Termination, which shall survive the total loss of the Aircraft.
14. No Lien. Provider will not create or incur any mortgage, pledge, lien, charge, encumbrance, security interest, right or claim of any kind ("Lien") on, or with respect to, the Aircraft, title thereto or any interest therein, other than mechanics liens to be discharged in the ordinary course of business.
15. No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Owner or Provider.

Services performed under this Agreement are solely for the benefit of the Owner. This Agreement shall not be construed to create any contractual relationship between Provider and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement.

16. Notice Regarding Public Entity Crimes.

Section 287.133(3)(a) requires Owner to notify Provider of the provisions of Section 287.133(2)(a) Florida Statutes.

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

- a. Contracting to provide goods or services to a public entity;
- b. Submitting a bid on a contract for construction or repair of a public building or public work;
- c. Submitting bids on leases of real property to a public entity; and
- d. Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$35,000.00

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

17. Provider's Public Records Obligations. Provider specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- b. Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE 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/publicrecords>.

17. E-Verify Compliance. Provider certifies it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. The Provider further agrees to provide the Owner with proof of such registration within thirty (30) days of the date of this Agreement.

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Provider agrees to use the Program to confirm the employment eligibility of:

17.1. All persons employed by Provider during the term of this Agreement.

17.2. All persons, including Providers and sub-consultants, assigned by the Provider to perform work or provide services or supplies under the Agreement.

Provider further agrees that it will require each Provider or sub-consultants 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 Provider or sub-consultants during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its Providers and sub-consultants 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.

18. Agreement Superseded. This Agreement cancels and supersedes the June 1, 2019 "Aircraft Administration and Flight Services Agreement" between the parties, and subsequent First Amendment dated January 1, 2020 which shall be of no further force or effect.

19. Miscellaneous Provisions.

a. Notices. All notices required or permitted hereunder shall be in writing and shall be delivered by personal service, by the United States mail (registered or certified mail), by prepaid overnight courier or by confirmed facsimile transmission, in any case addressed to the intended recipient as follows:

If to Owner:

Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Facsimile: (239) 590-4707
Attention: Deputy Executive Director, Aviation

If to Provider:

Brown Aviation LLC.
11821 Rosalinda Court
Fort Myers, FL 33912
Attention: Gary Brown

Any such communication shall be deemed received by the addressee thereof (i) when delivered by personal service, (ii) three business days after it is sent by registered or certified mail, return receipt requested, (iii) two business days after it is sent via a reputable overnight courier service, or (iv) upon receipt by the sender of confirmation or transmittal via facsimile. Any party may change its address for receipt of notice from time

to time by delivering at least five days' prior written notice of such change to the other party hereto in the manner prescribed above.

- b. Assignment. The rights and/or obligations of any party under this Agreement may not be assigned by such party without the prior written consent of the other party hereto; provided, however; that Owner may assign this Agreement, in whole but not in part, to any affiliate of Owner (or other person or entity with Provider's prior written consent) that hereafter acquires ownership of the Aircraft (in which event such assignee shall execute a joinder to this Agreement and shall become the "Owner" as used herein). This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns.
- c. Force Majeure. Neither party shall be liable for any failure or delay hereunder to the extent such failure or delay is due to acts of God or a public enemy; civil war, insurrection or riots; fires, explosions, or serious accidents, strikes or labor disputes, the inability, after exercising all due diligence, to obtain necessary materials or equipment for the manufacturers thereof; or any other cause beyond the reasonable control of such party.
- d. Independent Contractors. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between Provider and Owner or their respective successors and assigns, the relationship between Provider and Owner being solely that of independent contractors.
- e. Governing Law: Consent to Jurisdiction. This Agreement shall be governed by the substantive law of the State of Florida, without regard to its choice of law rules. Owner and Provider agree that all actions or proceedings initiated by any party hereto and arising directly or indirectly out of this Agreement that are brought pursuant to judicial proceedings shall be litigated in the Circuit Court in and for the County of Lee, Florida. Owner and Provider hereby expressly submit and consent in advance to such jurisdiction and agree that service of summons and complaint or other process or papers may be made by registered or certified mail addressed to the relevant party or parties at the address to which notices are to be sent pursuant to Section 17(a). Owner and Provider hereby waive any claim that the Circuit Court in and for the County of Lee, Florida is an inconvenient forum or an improper forum based on lack of venue.
- f. Severability. The invalidity, illegality or unenforceability of one or more of the provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of (i) the remainder of this Agreement in such jurisdiction or (ii) such one or more provisions in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.
- h. Entire Agreement. This Agreement, including all schedules and exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all other agreements, communications, and understandings (whether oral or written) between the parties. This Agreement shall not be modified, altered or amended or waived in whole or in part except in writing duly signed by an authorized representative of each party.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. The persons signing below warrant acceptance of this Agreement and their authority to sign.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

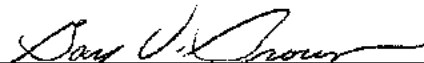
By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

PROVIDER:

BROWN AVIATION, LLC

By: 
Gary Brown, Owner

WITNESS:

By: 

Schedule A

Airplane Make and Model: Piper Navajo PA31

Serial Number: 207

Registration Number: N911PA

Aircraft Registration: Lee County Port Authority

Schedule B - Compensation Schedule for Administrative Services

ADMINISTRATIVE SERVICES

Administrative services, consisting of the following tasks, shall be invoiced monthly in the lump sum amount of \$1,560.00.

Aircraft Maintenance Oversight	Lump Sum - \$420.00 per Month
Aircraft Scheduling & Dispatch	Lump Sum - \$240.00 per Month
Monitor Potential Federal Aviation Regulation Compliance Issues	Lump Sum - \$120.00 per Month
Maintain and Provide Monthly Aircraft Operational Report	Lump Sum - \$360.00 per Month
Provide Aircraft Operational Administrative Advice & Recommendations	Lump Sum - \$240.00 per Month
Provide Navigational Data Base Oversight and Updates	Lump Sum - \$180.00 per Month
TOTAL COST PER MONTH	\$1,560.00 Lump Sum

The following services will be provided on request of the Owner if required:

Maintenance Flight Test (5 hour minimum)	\$85.00 per hour
Inspecting & Exercising Aircraft during Times of Inactivity (5 hour minimum per Inspection/Flight)	\$85.00 per hour
Provide Aircraft Operational Administrative Advice & Recommendations (per special research assignment)	\$85.00 per hour

The following reports will be provided on request of the Owner if required:

Provide a Cumulative Report of Operations	Lump Sum - \$420.00 per Each
Provide Pilot Currency & Flight History Data Report	Lump Sum - \$240.00 per Each

Schedule C

Compensation Schedule for Pilot Services:

Pilot-in-command (PIC) services will be provided at a rate of \$500.00 per day for scheduled flights in Piper Navajo, N911PA.

Safety Pilot (second pilot) services will be provided at a rate of \$350.00 per day for scheduled flights in Piper Navajo, N911PA.

Travel days and layover days are chargeable days at the above daily pilot rates.

Cancellations within 24 hours of scheduled Departure are billed at 50% of the above PIC daily rates.

For safety, flights will not be scheduled for more than 12 block hours of time per day or for more than 8 hours of flying time per day.

Example of block hours: Owner schedules a departure of 9:00 AM; the flight would have to be scheduled to land at the destination by 9:00 PM for pilot rest requirements. Thereafter, the rest period must be a minimum of 10 hours.

Schedule D

Approved Pilot(s):

The following pilots hold) a current and valid Airline Pilot's Certificate or Commercial Pilot's Certificate with flight time equaling or exceeding the requirements necessary to possess an Airline Transport Pilot Certificate with the appropriate category and class rating required to operate the Owner's aircraft.

Gary Brown

Peter Modys

Jim Cawthard

Marc Miller

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve LCPA to piggyback the State of Florida Department of Transportation Airport Pavement Marking Condition Assessment Services and Airport Pavement Marking and Related Services Contract DOT-RFP-21-9019-CA.
2. **FUNDING SOURCE:** General Airport Operating Revenues collected during the normal operation of Southwest Florida International Airport. Funds are available in Account String WJ5300041200.503490, Other Contracted Services, contingent upon approval of the associated fiscal year operating budgets not to exceed \$250,000 annually.
3. **TERM:** Two year term to commence after 10/01/2021 and expiring two years after the contract start date
4. **WHAT ACTION ACCOMPLISHES:** Establishes authorization for LCPA to piggyback the FDOT-service provider contract DOT-RFP-21-9019-CA for runway rubber removal services and airfield marking, cleaning, painting, and airfield condition assessment services.

5. **CATEGORY:** 27.
Administrative Agenda

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
 NAME Steven C. Hennigan
 DIV. Aviation

10. **BACKGROUND:**

RSW has typically procured multiple vendors for runway rubber removal, airfield marking cleaning, and airfield marking painting. These mandatory services require specialized equipment and highly trained personnel to perform FAA Part 139 airfield compliant maintenance on the runway and associated taxiways. The Florida Department of Transportation (FDOT) received sealed proposals in reference to DOT-RFP-21-9019-CA entitled "Airport Pavement Marking Condition Assessment Services and/or Airport Pavement Marking and Related Services" and has awarded all of these services to a joint venture dba Florida Airfield Maintenance Joint Venture.

Based on historical data, RSW typically contracts out services for runway rubber removal five (5) times annually to maintain compliance with the FAA-approved Part 139 Airport Operating Certificate. Rubber removal, airfield marking, painting, and cleaning have historically averaged between \$150,000 and \$250,000 per year at RSW.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Steven P. Hennigan</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 (6-0)**
 APPROVED as AMENDED
 DENIED
 OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

The requested contracted service provider, Florida Airfield Maintenance Joint Venture, will include runway rubber removal, airfield pavement marking, pressure cleaning, and airfield marking painting. Airfield pavement marking condition assessments are also available through the use of this contract.

Staff recommends the Board approve LCPA to piggyback the FDOT State of Florida DOT-RFP-21-2019CA for a two (2) year term to commence after October 1, 2021 and expire two years after the contract start date.

Attachments:

1. FDOT RFP-21-9019-CA
2. Service Provider Agreement
3. Notice of Written Determination

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

**Airport Pavement Marking Condition Assessment
Services and/or Airport Pavement Marking
and Related Services**

DOT-RFP-21-9019-CA

CONTACT FOR QUESTIONS:

Cassandra Anderson, Procurement Agent
cassandra.anderson@dot.state.fl.us
Phone: (850) 414-4479
605 Suwannee Street, MS 20
Tallahassee, Florida 32399

PRICE PROPOSAL FORM

RFP Number: DOT-RFP-21-9019-CA FOB: STATEWIDE

RFP Title: Airport Pavement Marking Condition Assessment Services and/or Airport Pavement Marking and Related Services

Services to be provided as specified in attached Exhibit "A", Scope of Services.

A PRICE PROPOSAL SHEET (Excel Format) IS ATTACHED SEPARATELY TO THIS RFP ADVERTISEMENT IN THE VENDOR BID SYSTEM.

PRICE AS SPECIFIED:

- **Services to be provided as specified in attached Exhibit "A", Scope of Services**
- **NOTE THAT THE ATTACHED PRICE SHEET CONTAINS SEVEN (7) TABS: (District 1 through District 7)**
- **DOWNLOAD THE PRICE SHEET AND ELECTRONICALLY ENTER \$\$ AMOUNT(s).**
- **ELECTRONICALLY SAVE/UPLOAD THE COMPLETED PRICE SHEET (in Excel Format) AND SUBMIT WITH YOUR PROPOSAL.**

RENEWAL: see Special Condition 33).

THE UNIT RATE(S) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

NOTE: Unit Rates must be stated specifically in dollars and cents, NOT a percentage increase.

MFMP Transaction Fee: All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

The Prime contractor is encouraged to complete this form and submit this form with your bid/price proposal/reply. Submission of this form is not mandatory.

Procurement Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

Is the prime contractor a Florida Department of Transportation Certified Disadvantaged Business Enterprise (DBE)?
(yes) (no)

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed below are the proposed DBE subcontractors:

<u>DBE (s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in FDOT contracts. The anticipated DBE amount will not become part of the contractual terms.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: BID SHEET (Invitation to Bid - ITB)
PRICE PROPOSAL (Request for Proposal - RFP)
REPLY (Invitation to Negotiate - ITN)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to enable airport sponsors to procure Airport Pavement Marking Condition Assessment Services and/or Airport Pavement Marking and Related Services. It is anticipated that the term of the contract will begin on January 1, 2021 and be effective through December 31, 2023.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	October 16, 2020	5:00 PM
PROPOSALS DUE, ON OR BEFORE Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 CO.Purch@dot.state.fl.us	October 28, 2020	3:00 PM
PUBLIC OPENING (Technical Proposal) (Meeting will be held via Teleconference) Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent Teleconference Number: +1 (224) 501-3412 Access Code: 640-176-405	October 28, 2020	3:00 PM
PUBLIC OPENING / MEETING (Price Proposal) (Meeting will be held via Teleconference) Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent Teleconference Number: +1 (312) 757-3121 Access Code: 646-244-117	November 10, 2020	10:00 AM

3) **AGENDA FOR PUBLIC MEETINGS**

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for DOT-RFP-21-9019-CA

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and tabulated. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

Agenda – Price Proposal Opening & Intended Award Meeting

Agenda for Price Proposal Opening and Intended Award meeting for DOT-RFP-21-9019-CA:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score.
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Calculate price scores and add to technical scores to arrive at total scores.
- Announce Proposer with highest Total Score as Intended Award.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn.

4) **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA’S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14.

The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Cassandra Anderson
cassandra.anderson@dot.state.fl.us
605 Suwannee Street, MS 20
Tallahassee, Florida 32399-0450

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 414-4479.

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Department, in accordance with ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the***

Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, proposers are requested to submit the **Bidder's Opportunity List** with their Price Proposal Sheet. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Proposers are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Price Proposal Sheet. After award of the contract resulting from this RFP, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm>. A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at EOOHelp@dot.state.fl.us.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at www.dot.state.fl.us/equalopportunityoffice/.

6) **SCOPE OF SERVICES**

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

7) **INTENDED AWARD**

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline).

If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall

determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Work Place
3. Section 287.057(11); Minority Business Enterprise

In the event that the application of the above referenced preferences does not resolve the identical replies, the Department shall determine the award by means of random drawing.

8) PRE-PROPOSAL CONFERENCE: A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

9) QUALIFICATIONS

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of services. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to the award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required

industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, (Cassandra Anderson, 605 Suwannee Street, MS 20, Tallahassee, FL 32399-0450)** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ (200,000 minimum) per person and \$ (300,000 minimum) each occurrence, and property damage insurance of at least \$ (200,000 minimum) each occurrence, for the services to be rendered in accordance with this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

For the satisfactory performance of these services the Vendor shall be paid as described in the attached Exhibit "B", Method of Compensation.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

ALL Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or

services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

19) **RESERVATIONS**

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

20) **ADDITIONAL TERMS & CONDITIONS**

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) **RESPONSIVENESS OF PROPOSALS**

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and

which Proposers are responsive and responsible.

22) **PROPOSAL FORMAT INSTRUCTIONS**

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

If Sending Via E-Mail

- Proposals shall be submitted to: CO.Purch@dot.state.fl.us
- Subject Line must show: DOT-RFP-21-9019-CA – (Insert Vendor's Name)
- Two file attachments shall be submitted and marked as follows:

PART I - TECHNICAL PROPOSAL

PART II - PRICE PROPOSAL

- Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- The Vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate attached document labeled "Attachment - Confidential Material". The Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Vendor upon submission, effective after opening.
- The body of the email shall not contain any information.

22.2 Technical Proposal (Part I) (One (1) original copy)

(Do not include price information in Part I)

The Proposer must submit one (1) original copy of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER DOT-RFP-21-9019-CA."

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than ten (10) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management and key personnel.

a. Administration and Management

The Proposer should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience.

a. Technical Approach

The Proposer should explain how these elements will be performed and who will be providing the personnel:

- Condition Assessment
- Contractor Services

b. Facility Capabilities

The Proposer should provide a description and location of the Proposer's facilities as they currently exist and as they will be employed for the purpose of this work.

c. Prior Relevant Experience

The Proposer should provide a summary, with description, date, and location of the prior relevant experience they have acquired in providing/performing this work.

4. WORK PLAN

The Proposer shall provide a Work Plan which sets forth the work to be performed and completed in accordance with the FAA Advisory Circulars and revisions (Links found in Ex. "A", SOW).

22.3 Price Proposal (Part II) (1 copy)

The price proposal information is to be submitted in a separate file marked "PRICE PROPOSAL NUMBER DOT-RFP-21-9019-CA".

- NOTE: THE PRICE SHEET CONTAINS SEVEN (7) TABS (D1 – D7)
ALL ITEMS ON ALL TABS MUST BE PRICED TO BE CONSIDERED RESPONSIVE.

The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number# (DOT-RFP-21-9019-CA) - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) E-MAIL PROPOSAL TO: (DO NOT MAIL, DELIVER, OR FAX)

CO.Purch@dot.state.fl.us

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place **on or before** the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public, however, due to COVID-19 (Coronavirus), these meetings will be held via teleconferencing. Technical Proposals will be opened by the Department at the date and time in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date and time in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Oral Presentations

THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (100 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>
1. Executive Summary	15
2. Management Plan	15
3. Technical Plan	40
4. Work Plan	30

b. Price Proposal (25 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price evaluation shall be based upon the following formula:

$$\underline{(\text{Low Price} / \text{Proposer's Price}) \times \text{Price Points} = \text{Proposer's Awarded Points}}$$

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

32) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

A Purchase Order issued by the Department, or a Standard Written Agreement executed by both parties, and a "Letter of Authorization, issued by the Project Manager.

33) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

34) ATTACHED FORMS

Price Proposal Form
Drug-Free Workplace Program Certification (Form 375-040-18)
DBE Participation Statement
Bid Opportunity List
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) Performance Bond
Form 375-040-27

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

35.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

36) ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Standard Written Agreement

Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: DOT-RFP-21-9019-CA
DMS Catalog Class No.: _____

BY THIS AGREEMENT, made and entered into on _____ by and between the
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with _____, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Assistant Secretary Intermodal Systems Development

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or _____, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence upon contract execution and shall be completed by 12/31/2023 or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. 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 shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department 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 for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. 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 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.
- G. An entity or affiliate who has been placed on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall 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 agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B. Select the appropriate box:



The following provision is not applicable to this Agreement:

- The following provision is hereby incorporated in and made a part of this Agreement:
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement 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 Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Price Proposal
Appendix I, Terms for Federal Aid Contracts
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: Assistant Secretary Intermodal Systems Development

FOR DEPARTMENT USE ONLY

APPROVED: _____

LEGAL REVIEW _____

DRAFT

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

CONTRACT (Purchase Order) # _____

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

- A. It is understood and agreed that all rights of the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S. Department of Transportation (hereinafter "USDOT"), not withstanding anything to the contrary in this Agreement.
- C. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the USDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

protect the interests of the United States.

- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by USDOT regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises (“DBE”): The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). The statement that follows shall be included in all subsequent agreements between the Contractor and any sub-contractor or contractor:

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

Pursuant to 49 CFR 26.11(c) , the Contractor shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation’s Equal Opportunity Compliance (EOC) system. The Contractor shall request access to the EOC system using Form No. 275-021-30.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

O. The Florida Department of Transportation hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Florida Department of Transportation further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Contractor hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract (except a bona fide employee or Agency); or
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract (except a bona fide employee or Agency).

The Contractor further acknowledges that this Agreement will be furnished to the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended (where applicable).

R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (where applicable).

EXHIBIT "A"

SCOPE OF SERVICES

Statewide Airport Marking Program Florida Department of Transportation Aviation Office

I. Objective

The Florida Department of Transportation (FDOT) Aviation Office (AO) desires to implement a comprehensive Statewide Airport Marking Program (SAMP) to assist participating public-use airport facilities in Florida. Airfield pavement markings are a major component of an airport's visual navigation infrastructure. Markings provide a critical function: to serve as visual guidance for pilots, ground vehicles, and ground personnel to safely navigate and operationally maneuver within an airfield.

The objective of this program is to provide a statewide airport marking program enabling airport sponsors to procure competitively priced vendor airfield pavement marking services for paved airfield runways, taxiways, taxilanes, surface painted signs, and/or ramps/aprons by exceptionally qualified vendors with direct experience with Federal Aviation Administration airfield pavement marking projects. This program provides airports with two distinct and separate options:

1. **Airport Pavement Marking Condition Assessment Services**

and/or

2. **Airport Pavement Marking and Related Services**

It is important to note that this program is intended to save airports time in re-marking airfield pavements by eliminating the need for typical contractor procurement processes. However, the airport sponsor remains solely responsible for the engineering/surveying requirements associated with identifying the initial "starting point" for the layout of the pavement markings. No engineering or surveying services are provided under this contract. This means, for example, runway end points will not be verified for a runway marking project. Although the vendor shall be responsible for complying with required spacing, line widths, tolerances, and similar characteristics, any adjustments required in the "starting point" for the markings to be applied shall be coordinated by the airport sponsor prior to application.

The airport sponsor is solely responsible for any engineering and/or surveying requirements needed to confirm the layout and configuration of the pavement markings.

layout and

This program does not directly fund the scope of services and there is no obligation to use it. The purpose of the program is to

vendor for airports provide a

statewide contracting mechanism with pre-negotiated rates to support airports in need of a pavement marking condition assessment or procurement of qualified pavement marking contractor services.

II. Overview

This Scope of Services describes the services to be performed in support of the SAMP. The SAMP, in general, consists of the two services which can be completed in conjunction with each other or exclusive of each other:

1. **Airport Pavement Marking Condition Assessment Services:** these services utilize qualified and certified professionals to evaluate existing airport pavement marking conditions, including marking reflectivity, conditions, dimensions, etc., and to identify pavement marking replacement needs per applicable federal, state, and industry standards. Airport pavement marking conditions are typically evaluated based on three primary characteristics: visibility, durability, and compliance.

and/or

2. **Airport Pavement Marking and Related Services:** these services utilize qualified and certified contractors with specific experience in installing airport pavement markings per applicable federal, state, and industry standards to clean existing pavement markings, remove rubber, remove existing mold/algae, reapply pavement markings, and/or similar services. Marking shall be installed in the configuration of the existing markings, unless otherwise directed by the airport sponsor prior to the field work.

The Airport Pavement Marking Condition Assessment Services are intended to provide airports with technical support through qualified professional services. If performed in conjunction with Airport Pavement Marking and Related Services, then the specific vendor team members performing the Airport Pavement Marking Condition Assessment Services must be independent of the vendor team members performing the Airport Pavement Marking and Related Services.

All services shall be performed by qualified and certified contractors with specific experience in installing airport pavement markings in accordance with the documents referenced in Section III. In conjunction with the vendor's completion of the requested services, an Independent Quality Assurance review (by a separate vendor assigned by the FDOT AO under a separate contract) may be performed to independently check the quality and accuracy of the vendor's work. Failure to meet applicable federal, state, or industry standards referenced in Section III will necessitate corrective actions by the vendor prior to payment.

In conjunction with the vendor's completion of the requested services, an Independent Quality Assurance review by a separate reviewer designated by FDOT may be performed to independently check the quality and accuracy of the vendor's work.

III. Adherence to Federal, State, & Industry Standards

With the exception of the airport-provided reference point/line (i.e. “starting point/line”) for the layout of pavement markings, all vendor services shall comply with the standards contained in the following documents:

- [FAA Advisory Circular 150/5370-10H \(or most current edition\) Standards for Specifying Construction of Airports](#)
- [FAA AC 150/5340-1M \(or most current edition\) Standards for Airport Markings](#)
- [Innovative Pavement Research Foundation Report IPRF 01-G-002-05-1 Airfield Marking Handbook](#)
- [Florida Administrative Code Chapter 14-60 Airport Licensing, Registration, and Airspace Protection](#)

The airport sponsor shall retain sole responsibility for locating accurate runway end points or other reference points (or lines) to serve as the starting point for applying markings. From the given reference point identified by the airport sponsor, the vendor shall be responsible for ensuring airfield pavement markings are in accordance with the latest applicable standards. With the exception of the reference point for initiating the marking layout, the vendor shall accept sole responsibility of ensuring all work performed under this contract complies with the listed documents.

IV. Contractor Scope of Services

The following two services can be completed in conjunction with each other or exclusive of each other.

Part 1—Airport Pavement Marking Condition Assessment Services

For each Airport Pavement Marking Condition Assessment authorization under this program, the vendor shall be required to schedule and attend a pre-project meeting to ensure project expectations are well coordinated. The vendor shall also schedule and attend and a post-project meeting to ensure expectations were achieved.

The vendor must provide qualified and experienced personnel to perform Airport Pavement Marking Condition Assessment services at the request of airport sponsors wishing to evaluate the condition of existing pavement markings prior to development of a scope of services for Part 2 if desired. These assessment services must be performed by qualified personnel with direct airport experience in:

- Performing objective pavement marking condition evaluations
- Determining pavement marking quantities
- Understanding pavement marking design and application

Vendor personnel should be able to demonstrate annual training and/or certification of personnel to confirm adequate understanding of airport pavement markings. Vendor personnel should have at least ten (10) years of airfield construction projects (with at least five projects in the last two years) or substantial experience installing airfield pavement markings that are representative of airport size and NPIAS classifications for the Florida Airport System.

Vendor Team Role and Qualifications

Process	Purpose	Vendor Team Member Type	Qualifications
Airport Pavement Marking Condition Assessment Services	Identify airport pavement marking deficiencies and replacement needs (determine quantity in accordance with bid form)	Pavement Marking Expert/Consultant	Registered Professional Engineer -or- Demonstrated experience in airfield pavement marking design, specifications, and condition assessments

At the request and authorization of the participating airports, vendor personnel will perform an objective pavement marking condition assessment and evaluation of the airport’s airfield pavement marking assets. The vendor shall provide a technical memorandum to the airport staff summarizing the following:

- Airport pavement marking inventory, identifying limits of assessment
- Airport Pavement Marking Condition Assessment report, identifying the condition of the existing pavement markings (including reflectivity) per applicable standards
- Recommended Airport Pavement Marking Repair Program, identifying the Scope of Services and corresponding quantities in accordance with the items contained in **Exhibit “C” Price Proposal** and defined below:

	Item	Item Description	Unit	Method of Measurement
1	CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports	Per SF	Number of Square Feet (SF) of existing airfield pavement markings to be evaluated
2	CA-100-1-2	Condition Assessment of Markings – General Aviation Airports	Per SF	Number of SF of existing airfield pavement markings to be evaluated

There is no requirement for airport sponsors to request an Airport Pavement Marking Condition Assessment. If one is not requested, then it is recommended that airport sponsors otherwise provide confirmation of quantities and supporting documentation for the Airport Pavement Marking and Related Services to be performed in Part 2.

Part 2—Airport Pavement Marking and Related Services:

For each Airport Pavement Marking and Related Services authorization under this program, the vendor must provide qualified and experienced personnel to perform the various services identified in **Exhibit “C”**. Vendor personnel submittal of a Contractor Experience Form, Experience in Pavement Markings ([FDOT Form 850-070-06](#)) is required to be submitted with the bid proposal. Additionally vendors must have direct experience with airport pavement marking projects and have successfully demonstrated successful execution of pavement

marking construction in strict adherence to the FAA AC 150/5370-10 (latest edition) *Standards for Specifying Construction of Airports* with specific understanding of the following items:

- Section 100 Contractor Quality Control Program
- Section 105 Mobilization
- Item P-101 Surface Preparation
- Item P-620 Runway and Taxiway Marking

Vendor Team Role and Qualifications

Process	Purpose	Vendor Team Member Type	Qualifications
Airport Pavement Marking and Related Services	Construct new pavement markings in general accordance with 150/5340-1 and 150/5370-10 (current editions)	Pavement Marking Contractor	Contractor with experience in the placement of airfield pavement marking features in accordance with FAA AC 150/5370-10 (current edition)

The vendor will provide individual and specific price proposals for each of the state's seven (7) FDOT Districts to perform the specific pay items identified in **Exhibit "C"**. Pay items identified and procured through **Exhibit "C"** shall conform to the standards cited in Section III. The pay items shall be defined and measured as follows:

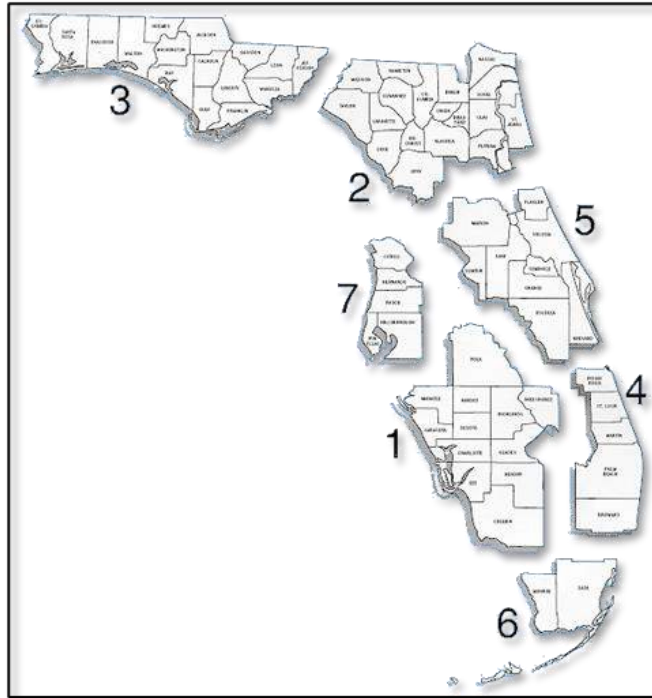
	Item	Item Description	Unit	Method of Measurement
1	P-101-5-1	Rubber Removal	Per SF	Number of Square Feet (SF) in area designated for rubber removal
2	P-101-5-2	Cleaning of Existing Markings	Per SF	Number of SF in the area(s) designated for rubber removal
3	P-101-5-2	Surface Preparation	Per SF	Number of SF of Surface Preparation, excluding areas measured under Cleaning of Existing Markings
4	P-101-5-3	Paint Removal (Grinding)	Per SF	Number of SF in the area(s) designated for Paint Removal by Grinding
5	P-101-5-4	Paint Removal (Water blasting)	Per SF	Number of SF in the area(s) designated for Paint Removal by water blasting
6	P-620-1-1	Runway/Taxiway Painting – White	Per SF	Number of SF of white paint applied (reflective media measured and paid for separately)
7	P-620-1-2	Runway/Taxiway Painting – Yellow	Per SF	Number of SF of yellow paint applied (reflective media measured and paid for
8	P-620-1-3	Runway/Taxiway Painting – Black	Per SF	Number of SF of black paint applied (no reflective media)
9	P-620-1-4	Runway/Taxiway Painting – Red	Per SF	Number of SF of red paint applied (no reflective media)
10	P-620-1-5	Runway/Taxiway Painting – Green	Per SF	Number of SF of green paint applied (no reflective media)
11	P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	Per SF	Number of SF of temporary paint applied in a primer coat (reflective media measured and paid separately)
12	P-620-2-1	Reflective Media – Type I	Per SF	Number of SF of Type I reflective media applied to paint
13	P-620-2-2	Reflective Media – Type III	Per SF	Number of SF of Type III reflective media applied to paint
14	P-620-3-1-1	Paint Enhancements – Biocide Additive	Per SF	Number of SF of marking receiving the enhancements
15	P-620-3-1-2	Paint Enhancements – Rust Discoloration	Per SF	Number of SF of marking receiving the enhancements
16	P-620-4-1	Surface Painted Signs - Waterborne	Per SF	Number of SF of surface painted signs
17	P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	Per SF	Number of SF of surface painted signs
18	P-620-5-2	Nighttime Marking Work Required due to Airport	Per SF	Number of SF of all pavement areas receiving paint

Upon summing the Part 2 costs from the pay items above, a Mobilization amount shall be added to the Part 2 costs for each District. This Mobilization Cost shall equal the product of the vendor-submitted Mobilization percentage multiplied by the sum of the Part 2 costs.

19	S-105-1-1 Mobilization	%	This percentage of the Part 2 subtotal shall be added to the Part 2 price
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The vendor must provide a price proposal for each district that considers all geographical factors for accessing publicly owned, public-use airport facilities. The FDOT Districts are defined as follows:

District Number	District Description	District Counties
1	Southwest Florida	Charlotte, Collier, De Soto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota
2	Northeast Florida	Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, and Union
3	Northwest Florida	Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington
4	Southeast Florida	Broward, Indian River, Martin, Palm Beach, and St. Lucie
5	Central Florida	Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia
6	South Florida	Miami-Dade and Monroe
7	West Central Florida	Citrus, Hernando, Hillsborough, Pasco, and Pinellas



In addition, the vendor will provide with their proposal a copy of their unique internal Quality Control (QC) Plan. The plan shall include a detailed QC checklist to be applied to every authorized project to monitor conformance with the standards cited in Section III. The QC checklist shall document existing conditions, equipment used, weather conditions, calibration efforts, thickness/coverage checks, reflectivity characteristics, and other features of the project.

Upon submitting an estimate of the work to the airport sponsor and obtaining authorization to perform the project, the vendor shall coordinate an anticipated work schedule with airport staff which considers operational availability and limitations as identified by the airport. The vendor shall prepare and submit to the airport sponsor and the FDOT AO (or the FDOT AO's designated Independent Quality Assurance [IQA] representative) a proposed work schedule no less than 30 days prior to mobilizing to the site. The work schedule shall include anticipated dates/times for a pre-project meeting, crew mobilization, airfield areas to be worked on, completion of work, anticipated IQA field review, and post-project close-out meeting. The vendor shall also be required to schedule and attend the pre-project meeting to ensure schedules and expectations are well coordinated.

Upon project completion, an Independent Quality Assurance review (by a separate IQA vendor assigned by the FDOT AO under a separate contract) will be performed to independently confirm the quality and accuracy of the vendor's work in accordance with the standards referenced in Section III. Failure to meet applicable federal, state, or industry standards referenced in Section III will be documented as applicable and will necessitate corrective actions by the vendor prior to payment. The QC checklist shall be completed by the vendor, certified by a vendor representative as accurate, and provided as a deliverable to the airport sponsor for each authorized project prior to payment.

The project work schedule is intended to schedule the IQA field review immediately upon completion such that any deficiencies may be addressed by the vendor prior to demobilizing, subject to weather or other airport operational limitations. In the event the vendor is unable to maintain the submitted work schedule, the IQA review will be rescheduled based on the availability of the designated IQA representative.

Following the completion of the project and the application of corrective measures as applicable, the vendor shall also schedule and attend a post-project meeting with the airport sponsor and the IQA representative to ensure expectations were achieved.

V. Additional Considerations

The following conditions shall apply to this program:

- Proposals shall include an internal Quality Control (QC) plan unique for the vendor.
- Each vendor submitting a proposal shall include a separate pricing sheet for each of the seven (7) individual Districts.
- No separate payment shall be made for pre-application (pre-project) and post-application (post-project) meetings.
- No separate payment shall be made for internal Quality Control monitoring and deliverables.
- The vendor reserves the right to decline executing projects in which costs total less than \$10,000.
- Work schedules may be submitted directly to the FDOT AO's designated Independent Quality Assurance (IQA) representative upon FDOT AO concurrence. Work schedules are prior no less than 30 days prior to the anticipated start of work.
- It is understood that the vendor is not an engineer and is therefore not responsible for developing a technical marking plan for the airport. As such, the vendor shall not be responsible for wholesale changes in the existing marking configuration unless directed by and coordinated with the airport sponsor prior to beginning the project. However, the vendor shall be solely responsible for ensuring proper line widths, spacing, radii, etc. within FAA tolerances for the existing marking configuration or as otherwise provided by the airport prior to the work.
- The vendor shall be advised that each project will be subject to verification and acceptance by an Independent Quality Assurance (IQA) representative designated and separately contracted by the FDOT AO.
- In addition to submitting a completed and certified internal Quality Control (QC) checklist, deficiencies identified in the IQA review shall be corrected at no additional cost prior to receiving final payment.

EXHIBIT “C” – PRICE PROPOSAL FORM

An individual price proposal form must be submitted for each of the seven (7) FDOT Districts. The vendor is required to provide a unit price for each work item listed and a percentage for mobilization (e.g. entered as “0.08” for 8.00 percent). Extended bid prices will be determined by multiplying the unit bid price by the respective “assumed quantity” listed for each item.

The vendor shall be advised that the “Weighting Factor” in the price proposal form are for reference only. These factors are only provided for purposes of evaluating bid proposals and the Department makes no guarantee on the actual quantities to be awarded.

The mobilization percentage submitted shall be multiplied by the sum of the extended bid prices for Part 2 and the product shall be added to the sum of extended bid prices to determine the vendor’s proposed total.

An MS Excel file is provided as an attachment to this solicitation for vendor use in submitting their unique bid for each of the seven (7) FDOT Districts. A sample of the spreadsheet is shown on the following page.

SAMPLE

EXHIBIT C - PRICE PROPOSAL FORM

FDOT District:

1. Airport Pavement Marking Condition Assessment Services:

Item Number	Item Description	Unit Price	Unit of Measure	Weighting Factor	Extended Bid Price
CA-100-1-1	Condition Assessment of Markings – Commercial Service Airports		per SF (Note 1)	200	
CA-100-1-2	Condition Assessment of Markings – General Aviation Airports		per SF (Note 1)	180	
Part 1 - Subtotal:					

2. Airport Pavement Marking and Related Services:

Item Number	Item Description	Unit of Measure	Weighting Factor	Extended Bid Price
P-101-5-1	Rubber Removal	per SF (Note 2)	800	
P-101-5-2	Cleaning of Existing Markings	per SF (Note 2)	400	
P-101-5-3	Surface Preparation	per SF (Note 2)	400	
P-101-5-4	Paint Removal (Grinding)	per SF (Note 2)	20	
P-101-5-5	Paint Removal (Waterblasting)	per SF (Note 2)	20	
P-620-1-1	Runway/Taxiway Painting – White	per SF (Note 3)	300	
P-620-1-2	Runway/Taxiway Painting – Yellow	per SF (Note 3)	180	
P-620-1-3	Runway/Taxiway Painting – Black	per SF (Note 3)	150	
P-620-1-4	Runway/Taxiway Painting – Red	per SF (Note 3)	10	
P-620-1-5	Runway/Taxiway Painting – Green	per SF (Note 3)	10	
P-620-1-6	Runway/Taxiway Painting – Temporary, Primer Coat	per SF (Note 3)	160	
P-620-2-1	Reflective Media – Type I	per SF (Note 4)	100	
P-620-2-2	Reflective Media – Type III	per SF (Note 4)	100	
P-620-3-1-1	Paint Enhancements – Biocide Additive	per SF (Note 5)	160	
P-620-3-1-2	Paint Enhancements – Rust Discoloration Formulation	per SF (Note 5)	30	
P-620-4-1	Surface Painted Signs - Waterborne	per SF (Note 6)	30	
P-620-4-2	Surface Painted Signs - Preformed Thermoplastic	per SF (Note 6)	1	
P-620-5-2	Nighttime Marking Work Required due to Airport Schedule	per SF (Note 7)	200	
Subtotal:				
Part 2 Subtotal:				
S-105-1-1	Mobilization	Percent (Note 8)		
Subtotal:				
Part 2 Subtotal:				

Notes:

1. Per SF of all existing markings to be evaluated
2. Per SF of areas to be treated per each method
3. Per SF of markings applied per respective color
4. Per SF of markings receiving reflective media
5. Per SF of markings receiving the enhancement
6. Per SF of surface painted sign
7. Per SF for sum of all areas receiving paint (does not consider surface treatment or rubber removal quantities)
8. Mobilization shall be added to the only to the Part 2 Subtotal at the percentage indicated in the bid.
9. Price proposal includes compliance with FAA AC 150/5370-10 (current edition) and AC 150/5340-1 (current condition), except as noted.

Sum Part 1 & Part 2:

EXHIBIT "B"

METHOD OF COMPENSATION

I. Purpose

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in **Exhibit A** and the method by which payments shall be made.

II. Assignment of Work

Vendor services shall be requested by the airport sponsor on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the requesting facility's Project Manager or Owner's Authorized Representative. A "Letter of Authorization" will be issued for each project scheduled.

III. Compensation

There is no Budgetary Ceiling; funds will be encumbered for each Letter of Authorization. This is a Term Contract for an Indefinite Quantity whereby the vendor agrees to furnish services during a prescribed time-period. The specific time-period completes such a contract. The customer will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

IV. Establishment of Letter of Authorization Amount

For each "Letter of Authorization" (LOA) and following the Scope of Services as set forth in **Exhibit "A"**, the Vendor shall prepare an estimate of work and price based on the rates established in **Exhibit "C"**. Once an acceptable Maximum Amount has been agreed upon by the vendor and the airport sponsor, a "Letter of Authorization" shall be issued by the airport sponsor. The airport sponsor shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization."

V. Progress Payments

The vendor shall submit monthly invoices to the customer in a format acceptable to the airport sponsor. For the satisfactory performance as determined by the independent quality assurance for the services detailed in each "Letter of Authorization," the vendor shall be paid up to the maximum amount of each authorization. Payment for services shall be made at the contract rates in **Exhibit "C"** for the actual work performed, accepted, and measured in the field. The contract rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

VI. Details of Unit Rates

Details of unit rates for the performance of the Vendor's services set forth in **Exhibit "A"** are contained in **Exhibit "C"**, attached hereto and made a part hereof.

VII. Tangible Personal Property

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S. inventory control label(s) to be affixed to all property. The Vendor will accommodate physical inventories required by the Department.

RFP CHECKLIST
 (DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

- ___ 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
- ___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal.
- ___ 5. The “Bid Opportunity List” and the “DBE Participation Statement” form has been read, completed, and enclosed in the RFP response, if applicable.
- ___ 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- ___ 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- ___ 8. FAA AC 150/5340-1M or (most current edition) Standards for Airport Markings, AC 150/5370-10H Standards for Specifying Construction of Airports, FAC Chapter 14-60, and Report IPRF 01-G-002-05-1 Airfield Marking Handbook have been thoroughly reviewed for compliance to the RFP requirements.
- ___ 9. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- ___ 10. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- ___ 11. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:

RFP No.: DOT-RFP-21-9019-CA

Title: Airport Pavement Marking Condition Assessment Services and/or Airport Pavement Marking and Related Services

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION

LEE COUNTY PORT AUTHORITY

Airport Pavement Marking Condition Assessment Services and/or Airport Pavement

Marking and Related Services

AGREEMENT

This Agreement ("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 Florida Airfield Maintenance JV, a Joint Venture authorized to do business in the State of Florida and consisting of the following members: Danton Hydroblasting, LLC; Sightline, LLC; Emerald Coast Striping, LLC; and Roads & Runways Striping Service, Inc., all of which are authorized to do business in the State of Florida (collectively the "Provider"), whose business address is located at 119 Commerce Way, Suite B, Sanford, Florida 32771, Federal Identification Number 85-3518646.

WITNESSETH:

WHEREAS, Authority desires to obtain goods and services from Provider as described below for Airport Pavement Marking Condition Assessment Services and/or Airport Pavement for the Southwest Florida International Airport ("Airport" or "RSW") and Page Field Airport ("Airport" or "FMY") in Fort Myers, Florida; and,

WHEREAS, Provider has entered into an agreement with the State of Florida Department of Transportation pursuant to competitive solicitation DOT RFP 21-9019-CA to provide similar goods and/or services to those required by the Authority; and,

WHEREAS, both Provider and Source Contractor 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 SERVICES

Provider hereby agrees to provide the goods and services set forth in the agreement made between Florida Department of Transportation and Florida Airfield Maintenance, JV entered into pursuant to Request for Proposal DOT-RFP-21-9019-CA, including any addenda, attached hereto as Exhibit A and made a part of this Agreement.

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 scope of services, method of compensation and terms for federal aid contracts 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 ("Effective Date") and will continue for the duration of the Source Agreement, including renewals or extensions thereof.

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 B, 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 will be in writing and will 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:

Florida Airfield Maintenance, JV
119 Commerce Way
Sanford, FL., 32771
Attention: Thomas Underwood, CFO

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.

9.0 INSURANCE REQUIREMENTS

The Provider is required to have in place during the term of this Agreement the insurance coverages as outlined in Exhibit D to this Agreement. The Authority shall be named as an additional named insured on all policies, and the Provider will deliver a certificate of insurance to the Authority prior to the commencement of any services or delivery of any goods under the Agreement.

10.0 JOINT VENTURE AGREEMENT

The Joint Venture Agreement dated December 1, 2020 is attached to and incorporated as part of this Agreement as Exhibit "E".

[Remainder of Page 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

Florida Airfield Maintenance JV



Witness



Authorized Signature for Provider



Witness

By: Thomas Underwood
Printed Name

SEAL

CFO

Title

LEE COUNTY PORT AUTHORITY

UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

<p>Date: <u>7/14/2021</u></p> <p>Vendor: <u>Florida Airfield Maintenance JV</u></p> <p>Description: <u>Airfield Pavement Markings</u></p> <p>Term: <u>3/19/2021-12/31/2023</u></p> <p>Renewal Term: <u>3 additional years</u></p> <p>Procurement Agent: <u>Megan Bowman</u></p> <p>Contract #: <u>BEA97</u></p>	<p>Board Approval Req: <input checked="" type="checkbox"/> Yes / No <input type="checkbox"/></p> <p>Lead Agency: <u>State of Florida Department of Transportation</u></p> <p>Posting Req'd: <input type="checkbox"/> Yes / No <input checked="" type="checkbox"/></p> <p><input type="checkbox"/> Single Purchase –</p> <p>Total Cost: <u>N/A</u></p> <p><input checked="" type="checkbox"/> Estimated Purchase -Est'd</p> <p>Annual cost: <u>\$250,000 annually</u></p> <p>Cost (this purchase): _____</p> <p>Balance: _____</p>
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NOTICE OF WRITTEN DETERMINATION OF A COOPERATIVE CONTRACT OR PIGGYBACK

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

Product/Service being requested: Airport Pavement Marking Condition Assessment Services and or Airport Pavement Marking Related Services

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

- Cooperative or Piggyback.
- Competitive requirements have been met.
- Conforms to all applicable laws and best practices.
- Specs, price, terms and conditions produce best value.
- The lead agency has been contacted and has verified eligibility.
- There are no known vendor performance or contract compliance issues.
- The vendor is appropriately insured and licensed to do business in the State of Florida.
- The term of the agreement to be piggybacked: 1 year 9 months Renew Terms 3 years
- Other. LCPA Purchasing Manual Section 5.3 (C)

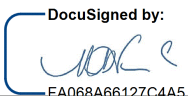
The advantages of utilizing this method of procurement include:

Cost Savings. Explain: The Authority will be able to take advantage of competitive pricing solicited by others and save administrative costs from not having to conduct its own solicitation

Improved terms. Explain: _____

Other. Explain: _____

Purchases valued at \$100,000 or more require approval of the Lee County Board of Port Commissioners.

Approved by:  Date: 7/30/2021
 Melissa M. Wendel, Procurement Manager, CPPO, NIGP-CPP

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approval for the purchase of seven (7) Ford fleet vehicles from Tamiami Ford under Collier County contract number 19-7522 and eight (8) Chevrolet fleet vehicles from Alan Jay Automotive under Sourcewell contract number 060920-NAF for the total amount of \$800,114 for all quotes received; and allow the Executive Director to approve up to an additional 15% contingency amount or \$120,017 not to exceed a total cost of \$920,131</p> <p>2. FUNDING SOURCE: General Airport Operating Revenues derived from airport user fees in the estimated amount of \$920,131 from account string VB5131541200-506430.</p> <p>3. TERM: One-time purchase</p> <p>4. WHAT ACTION ACCOMPLISHES: Replaces 11 necessary Lee County Port Authority vehicles that have reached, or are about to reach, the end of useful life and supports the purchase of four (4) additional vehicles.</p>	<p>5. CATEGORY: 28. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<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>Steven C. Hennigan</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

The Lee County Port Authority Maintenance Department has identified eleven (11) vehicles for replacement based on criteria such as each vehicle's age, mileage, condition, cost of repair, and use in accordance with the Authority's Vehicle Maintenance Plan. LCPA plans to purchase four (4) new additional vehicles as an effort to enhance the Airport Police Department's capability to respond to incidents and emergencies. LCPA intends to piggyback Sourcewell Contract #060920-NAF and the Collier County Contract 19-7522 "Purchase of Fleet Vehicles" as the purchasing mechanisms for these vehicle replacements and additions.

The following four (4) vehicles will be purchased as additions to the fleet:

One (1) 2022 Ford Explorer Interceptor (APD)	\$72,386
One (1) 2022 Ford Explorer Hybrid K9 (APD)	\$62,831
Two (2) 2022 Ford Edge (APD)	\$64,318
Total	\$199,535

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Steven P. Hennigan</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 (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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Background (continued)

The following eleven (11) vehicles will be purchased as replacements to the fleet:

Two (2) 2022 Ford Explorer Hybrid - 4WD Interceptor K9 (APD)	\$125,662
One (1) 2022 Chevrolet Tahoe 4WD LT Diesel (ARFF)	\$80,790
One (1) 2022 Chevrolet Silverado 2500 Crew Cab 4WD LT Diesel (ARFF)	\$89,689
One (1) 2022 Chevrolet Silverado 1500 Crew Cab 4WD (Maintenance)	\$33,661
One (1) 2022 Chevrolet Silverado 3500 Cab & Chassis Flatbed (Maintenance)	\$40,651
One (1) 2022 Chevrolet Silverado 3500 Cab & Chassis Dump bed (Maintenance)	\$44,061
Three (3) 2022 Chevrolet Silverado 1500 Crew Cab 4WD (Operations)	\$147,549
One (1) 2022 Ford F-150 Crew Cab 4WD (Page Field)	<u>\$38,516</u>
Total	\$600,579

The following is the list of existing fleet vehicles that will be replaced:

2015 Chevrolet Tahoe 4x4 (APD) (64,924 miles, 332,700 idle time equivalent miles)
2015 Chevrolet Tahoe 4x4 (APD) (97,467 miles, 246,720 idle time equivalent miles)
2009 Ford Explorer XLT 4x4 (ARFF) (68,001 miles, estimated 100,000 idle time equivalent miles)
2012 Ford Explorer 4x4 (ARFF) (84,579 miles)
2000 Ford F-350 XL 4x4 with flatbed (Maintenance) (79,747 miles, estimated 150,000 idle time equivalent miles)
1997 Ford F-350 XL with dump bed (Maintenance) (67,063 miles, estimated 125,000 idle time equivalent miles)
2006 Ford F-250 4x4 (Maintenance) (71,288 miles, estimated 125,000 idle time equivalent miles)
2015 Ford F-150 XLT 4x4 (Operations) (127,360 miles, 353,910 idle time equivalent miles)
2014 Ford F-150 FX4 4x4 (Operations) (107,450 miles, estimated 300,000 idle time equivalent miles)
2011 Ford Explorer 4x4 (Operations) (86,858 miles, estimated 150,000 idle time equivalent miles)
2006 Ford Explorer 4x4 (Page Field) (70,256 miles, high idle time))

Contingency funds in the amount of 15% of the quoted costs are included since vendors are only able to estimate model year 2022 vehicle costs and the contract pricing may be subject to vehicle availability. Additionally, the current availability and pricing for aftermarket items, such as light bars, sirens, brush guards, and other equipment could fluctuate prior to vehicle delivery.

Staff requests Board approve the purchase of seven (7) fleet vehicles from Tamiami Ford under Collier County contract number 19-7522 and eight (8) fleet vehicles from Alan Jay Automotive under Sourcewell contract number 060920-NAF for a total amount of \$800,114 for all quotes received and allow the Executive Director to approve up to an additional 15% contingency amount of \$120,017 not to exceed a total cost of \$920,131.

Attachments:

1. Sourcewell Contract 060920-NAF
2. Collier County Contract 19-7522
3. Written Notice of Determination of a Cooperative Contract or Piggyback – Alan Jay
4. Written Notice of Determination of a Cooperative Contract or Piggyback – Tamiami Ford
5. DRAFT Piggyback Agreement for Alan Jay
6. DRAFT Piggyback Agreement for Tamiami Ford



Solicitation Number: RFP #060920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (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 government entities. Participation is open to federal, state/province, and municipal governmental entities, 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 the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

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 August 1, 2024, 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **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 Participating Entity 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 Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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 Participating Entities. Participating Entities 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 Participating Entity 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 Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity 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 Participating Entities.

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); and
- 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. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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 Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities 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 contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities 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 Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity 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 Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, 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 Participating Entities, 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of \$400 multiplied by the total number of trucks purchased by Participating Entities from Vendor under this Contract, and \$200 multiplied by the number of trucks purchased by Participating Entities from Vendor's partner dealer Alan Jay Automotive in Florida, during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell 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, Sourcewell 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell'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, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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

Sourcwell 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 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell 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 Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. 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.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. 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 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 Participating Entities 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 Participating Entity 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), or equivalent. 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), or equivalent.

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 Professional 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 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 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 list Sourcewell and its Participating Entities, 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 and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

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 the Canadian government, as applicable; or any Participating Entity. 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 Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities 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. Participating Entities 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 Participating Entity 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 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 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. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 8/3/2020 | 5:08 PM CDT

72 Hour LLC dba: National Auto Fleet Group
DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 8/3/2020 | 2:06 PM CDT

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/3/2020 | 5:13 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Friday April 17, 2020 10:02:43
Submitted On: Tuesday June 09, 2020 00:25:02
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: 42f514a4-eaaa-46d1-a264-1de559e88b95
Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	72 Hour LLC, DBA: National Auto Fleet Group
2	Proposer Address:	490 Auto Center Drive Watsonville CA, 95076
3	Proposer website address:	www.NationalAutoFleetGroup.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Clarkecooper@wondries.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>NAFG, was originally established in 1987 when we went by Wondries Fleet Group located in Southern California. Starting with a single automobile dealership, my father Clarke Cooper has grown our network to over 35 dealerships both in and outside of California. We have always hired and promoted from within our organization to help promote our culture. Most of our Fleet Division Managers who started with us back in 1987 are still with us today.</p> <p>We have evolved over the decades to adapt to the improving industry technology to the advancement of once gas-powered vehicles to now fuel cell powered. Even in today's fast changing marketplace, our core values have never changed. Our core values are: Always do what's right for the customer, you take care of them and they will take care of you.</p> <p>Our Business philosophy has always been the 4 RIGHT'S to every client: Deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place and the RIGHT price.</p> <p>Our longevity can best be displayed with a few statements. We are and have always been family owned and operated. We have deep family roots in the automobile business with future generations in the infant stages today. We plan on leading our industry for decades to come.</p>

8	What are your company's expectations in the event of an award?	If awarded another Sourcwell Contract, this would be our 4th and like our prior 3 contracts we will grow yet again by compounding our knowledge and customer service experience we have gained from serving members from across our great nation yet again to new heights. We want to grow our divisions with more staff and particularly grow our Partner Program which is detailed in the Zip file in the additional Documents upload. Our Partner program allows members to suggest and even recommend there local upfitters to NAFG to partner on any turn key quote. We see a tremendous value in giving the ability to the member to supply the upfitter of there choice to NAFG in order to provide a 100% turn key solution.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>We have uploaded the following under the section: Financial Strength: Bank commitment letters that we have been utilizing with our current Sourcwell Contracts which extend a direct line of credit up to \$ 43,000,000 and more if needed to serve member needs.</p> <p>Market Success with copies of recent current contracts of over \$ 140,000,000 worth of products and goods from a direct result of our current Sourcwell Contracts which are:</p> <ol style="list-style-type: none"> 1. City of San Diego, CA \$ 72,000,000 contract under our Sourcwell Contract 120716-NAF. 2. City of San Diego, CA \$ 55,400,000 contract under our Sourcwell Contract 081716-NAF. 3. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcwell Contract 120716-NAF. 4. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcwell Contract 120716-NAF for the procurement of 400 vehicles. 5. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcwell Contract 120716-NAF. 6. City of Los Angeles Harbor, CA Contract for \$ 1,500,000 under our Sourcwell Contract 120716-NAF. 7. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcwell Contract Class 6, 7 and 8 Contract 081716-NAF. 8. City of Costa Mesa, CA Contract for \$ 1,023,220 under our Sourcwell Contract 120716-NAF. 9. Blanket Contract with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. 10. Blanket Contract with the State of Maryland, MD off our Current Sourcwell Contract 120716-NAF. <p>Commitment Letter's for 5 years' worth of continued unwarily support from large national upfit suppliers such as The Knapheide Manufacturing Company with it's distributor base nation wide down to regional support from Phenix Truck Body in Southern CA as an example. All of which currently help support our current members clients with current and past orders they have had with NAFG.</p> <p>We have Member Recommendations attached showing not only does NAFG practice with we preach, but Member's can stand behind NAFG as well.</p> <p>We have Upfitter Recommendations as well to show not only NAFG is a good partner for members but also a good partner to partner with. Not only does taking care of the member just involve the dealer, it also must and will always include the upfitter along with the entire supply chain. All of which goes towards serving the members.</p> <p>We have provided documentation of the State of Maryland adopting our current Class 6, 7 and 8 contract demonstrating our ability to go after and show States there's a better way of doing business.</p> <p>Lastly, we have shown our Growth we have had with Sourcwell from 2012 when we were first awarded. We hope this only shows the trajectory of where we are expecting to take our future expectations.</p>	*
10	What is your US market share for the solutions that you are proposing?	Our US Market Share for the products and Model's we are offering is roughly 70-80% as the 11 manufacturers represent. NAFG market share is roughly estimated 2% of Government Fleet Sales.	*
11	What is your Canadian market share for the solutions that you are proposing?	NAFG current Canadian market share is zero, however plans are in place to aggressively go after the Canadian market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>NAFG is best described as "A" a Distributer/Dealer/Reseller/Dealer Partner for the 11 Manufacturers contained in our response: Ford Motor Company, RAM, Chevrolet, Hino, Isuzu, International, Volvo, Freightliner, Western Star, Mack, Kenworth and Peterbilt. All orders are placed with franchised dealerships and ultimately titled to the member. All our appropriate certificates can be viewed in the "Related Certification" section for either our dealerships direct or our partner dealers you will find all appropriate certificates. We do not sell used equipment to the members. As well you will find NAFG has named our dealer partners as additional insured under our policy.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>A Dealer License and Franchise agreement issued by the Manufacture, Department of Motor Vehicles License along with a Reseller's permit are the most pertinent licenses to hold. In the attachment in section "Related Certification" you will find the following either as a solely owned entity or by our partner dealer we jointly hold:</p> <p>IRS Approved FET Number CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Does not apply.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years.
17	What percentage of your sales are to the governmental sector in the past three years	As an organization most of our sales are focused on retail, however in our division in Fleet, we have sold to about 90% Government accounts.
18	What percentage of your sales are to the education sector in the past three years	As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract's 091219, 081716 and 120716 which over the past three years has sold a volume of \$ 390,030,176.99 of Combined Quarterly Sales.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-732-3794
County of Venture, CA	Mr. Jorge Bonilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at a time	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 100 Trucks	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 75 Trucks	Over 2M
City of San Diego	Government	California - CA	Purchaser	Over 400 Trucks	Over 10M
Ann Arundel County	Government	Maryland - MD	Purchaser	Over 20 Trucks	Over 1M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

23	Sales force.	We have a Direct and Indirect sales force. Our direct sales force are our employees and partner dealers. Combined our estimated employee count exceeds 100 persons dedicated to supporting our dealerships and NAFG Fleet Division. Our indirect sales force which would be our partner suppliers and upfitters would be well above 100. With both direct and indirect sales force staff NAFG has been proven to maintain and service the current demand of the members. As the number of members grow that we can help, the more staff we would eagerly employ to help meet demand.	*
24	Dealer network or other distribution methods.	Our franchise network which covers our proposed 11 manufacturers are second to none. With industry forefront of the combined experience of manufacturers like The Ford Motor Company, General Motors, Freightliner, MACK, Peterbilt and Kenworth to name a few have established a national presence where all members can receive service and warranty repairs on their respective products. The distribution of an Automobile or Cab Chassis has always been an ongoing challenge for all manufacturers new and old. However we in America have the best Automobile Supply Chain Network in the world and as a franchised dealer of brands, we too get the full advantage of the network to ship and supply our member clients nationwide.	*
25	Service force.	With over thousands of service locations representing our 11 manufacturers a member client can find with ease a service station or warranty repair facility near by. Of course Alaska and Hawaii do have a larger distance between franchises a member would utilize for warranty repair or service.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best illustrate our Customer Service programs, I ask that you use as a reference our ZIP file under Additional Documents and within in a ZIP file named "Member Walk Through". Start with and view in order which I will explain in order here:</p> <p>How A Member Can Get Quotes Online Demo: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory order-able options, taking the guess work out for the member. Once a member selects a desired build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send the member a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and to ensure all Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk the member through the process step by step to ensure the member knows the upcoming factory order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in this example.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our ability and know how to carry our business model into Canada has never been as strong as it is today, we believe a simple US Dollar to Canadian exchange rate coupled with our pricing structure will allow NAFG to finally be in a position to serve members in Canada by partnering with Canadian based dealer groups.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAFG will service 100 % of the United States of America and attempt to build the same model to service all of Canada. We do not know yet what regions we will encounter difficulty and how long the solution will take, but we will strive to service all of Canada.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service all Sourcewell Members through our 24 hours a day 365-year website except Non Profits. Non-Profits would be subject to a different pricing program and would need to be handled on a case by case basis. Non-Profits mostly do not qualify for the discount governments qualify for.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only requirement for members in Alaska, Hawaii and US Territories would be logistical shipping constraints the region would hold. For example, we currently provide members in Alaska chassis cabs with upfits and the member allows us to add the extra shipping cost, port cost and driver cost to load and unload there vehicles from port to port. This would be required if needed to be added to any quote in these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>In addition to the Sample Marketing Flyers and Marketing Department Charts uploaded in the link "Marketing Plan/Samples"</p> <p>National Auto Fleet Group facilities a variety of marketing strategies to promote our products and services to reach out to government entities. Our company encompasses mainly outbound marketing strategies to promote the Sourewell Government Vehicle Contract.</p> <p>Email Marketing: Part of our outbound strategy includes paid online marketing techniques such as the use of email campaign blasts. This process includes creation of multiple campaign flyers used to convey key messages to our targeted audience. Flyer messages consist of the types of vehicle contracts, brands sold, special discounts offered to first time buyers, holiday themed flyers, vehicles offered, new website features and many more. This method encourages potential customers to our website to explore our products and services. Campaigner email marketing service acts not only to send out emails but as a CRM database system to monitor, send and track effectiveness of emails. Our marketing team works continuously to gather emails from government entities though out the United States to compile a database of clientele.</p> <p>Event Marketing: This strategy has proven to be a successful avenue to generate leads and create lasting relationships. National Auto Fleet Group attends several trades shows per year to engage customers in person along with upsell opportunities. Meeting prospects face-to-face forms a lasting impression not available through other methods of selling. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, CASBO throughout the United States.</p> <p>Relationship Marketing: This is utilized once a client is directed though our website though online methods. Once a potential client registers and becomes a member on our website, our sales team will personally reach out via phone or email to provide further assistance. The role of the sales team is to continue to support and empower clients and educate them on products and services offered. The team will go the extra mile for subscribers, prospects, and customers even after a sales transaction is completed.</p> <p>Our sales team has worked tirelessly to focus on providing outstanding customer support to create powerful rapport with our clients. By going above and beyond, we have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence to our clients. Their constant goal is to regularly assist clients and address any needs during the entire sales process. Striving to focus on solution selling vs. product selling develops into a mutually beneficial agreement for customers and the business.</p> <p>Referral/Word of mouth: This strategy ties into our outstanding relationship marketing to clients. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout entire selling process to encourage repeat business and referrals.</p> <p>Coming late summer of 2020, National Auto Fleet Group will be launching a NAFG Partner Website to increase the growth of our business. The website www.nafgpartner.com is expected to launch late summer/early fall of 2020. The site encourages body upfitting companies throughout the United States to partner up with us to become a preferred member. The benefits of becoming a preferred member is to have their business advertised on our site as well as referring any clients with upfitting needs to a local body company within their general vicinity. Our buyers from government agencies are encouraged to go on the site as well and look for local body upfitting companies they are interested in working with. To join our network, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This creates a relationship that will generate increased sales from both the sides. We are still currently building the website and searching for body companies across the states that would be interested in partnering up with NAFG.</p> <p>Direct Marketing: Prior to the Covid-19 outbreak, our company was promoting direct marketing strategies by contacting local businesses and setting up in person meetings with our dedicated public relations representative. The role of our dedicated representative included in person meetings to discuss our products and services, present website features and to drop off sales contact information for further questions.</p>
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<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Social media is a critical part in the way people communicate and connect with each other. LinkedIn offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to reach out to current and potential members through personalized messages. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, and Facebook company pages. The goal is to find and connect with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate more business. Time is also spent on reading posts from connections to observe any needs that National Auto Fleet Group may assist with. The marketing team also spends time researching government entities and prospects through their websites. In addition to looking for new clients, the marketing team will take time to sign up for e-newsletters from cities, counties, school districts and colleges. This will ensure that NAFG will understand needs of government entities and will utilize this information for future campaigns. Example: City of New York posted that they plan to replace current fleet with an all-electric fleet within the next 20 years. Email campaigns focusing on types of electrical vehicles provided by National Auto Fleet Group was sent. NAFG has recently introduced newly built live chat feature on our website. Visitors are prompt to chat with a live sales representative 24 hours a day, 7 days a week. This will ensure that clients that are interested have another avenue of reaching out in addition to emailing or telephone. Benefits of Live chat option include quicker response time to assist buyers for purchasing needs. Our live chat feature not only encourages sales but the value of the sale as well. Live chat benefits from understanding the immediate needs of the buyer and buyers can receive an immediate response not only from questions but recommendations for their needs. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Email is a big part of our lives and every government agency employee has an email address. Campaigner.com is the platform used for our email marketing. The goal of email marketing is to reach our target audience and personalizing email flyers with a responsive design. Videos and images are used and can be viewed from on a computer or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows us to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p>
<p>34</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the purchasing and procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts. Products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to bid. Sourcewell has done for bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Once a client receives a vehicle quote from our sales department, the role of the client is to submit a purchase order when ready. Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell well name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also be customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with all their vehicle purchasing needs. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments throughout the company.</p>
<p>35</p>	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email or on the new live chat feature on the website. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat, or phone. If support is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures having an available representative to answer any questions if needed and to empower the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at dealer cost.
37	Describe any technological advances that your proposed products or services offer.	Accomplishments by the Manufacturers like Ford Motor Company, General Motor's and MACK Truck serve the member automatically by having these models available through our proposal. As well as our inclusion of Motive Power Systems in our proposal. Motive Power Systems provides the member the ability to electrify their vehicle. We attached product information and pricing in the "Upfits Available" ZIP file in them "All 11 Manufacturer" ZIP file under additional documents.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	NAFG has Partnered with 400 Mayors Nationwide to create a US Mayor EV Drive Climate Initiative called the Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all technology predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Within the same Motive Power PDF's located in the "Upfits Available" Zip File, you will find Motive's System's CARB Certification's (California Air Resource Board) for two engines offering along with there Ford Qualified Vehicle Modifier Certificate. All which help energy conversation and efficiencies.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG has provided as an attachment "Upfits Available" our partnership letter with Diversified Leasing. Diversified Leasing is a DVBE/SBE Company that has been in business since 2014. As a Disabled Veteran Business Enterprise Licensed in the Stat of California (#1792183) Diversified has offered there certification to be placed on any NAFG quote for a small admin fee which is fully displayed on there partnership letter attached.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Dedication, Hard Work not to be confused with efforts but with results. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	We have attached all Warranty information provided by all 11 manufacturers offered in our proposal as an added attachment.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each manufacturer have there own usage restrictions that a member should be aware of. Such as improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in some cases of a breakdown, manufacturers would tow a member vehicle to there nearest warranty repair facility.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are passed on to the original equipment manufacturer.
47	What are your proposed exchange and return programs and policies?	We offer no exchange, return programs or policies. Once an order has passed a certain point with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.
48	Describe any service contract options for the items included in your proposal.	We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 20, with a 10-day grace period.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "member Walk Through"
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	NAFG is structured in a manner where it can monitor most transactions preformed through our Sourcewell Contracts. NAFG has made the tracking of all orders a reasonably organized method to allow fast accurate quarterly reporting.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, up to \$ 2,500 per vehicle, any amount higher than \$ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAFG is offering Line Item Discounts Off MSRP for 11 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Price Summary Page in the price file.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG Discount Range per Manufacturer is as follows: Ford Motor Company from 2.75% to 18.86% RAM FCA Company from 6.18% to 13.95% Chevrolet from 5.73% to 21.39% HINO from 14.36% to 19.24% ISUZU from 9.98% to 15.57% International from 2.01% to 39.33% Volvo from 23.79% to 24.19% Freightliner/ Western Star from 34.17% to 42.90% MACK from 16.97% to 31.95% Kenworth from 28.11 to 39.31% Peterbilt from 21.09% to 42.66% Upfits can be added at dealer invoice up to 10%, detailed in the price file.
55	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any and all members to contact us if considering ordering 50 or more units for an additional discount quote.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 10% mark-up if applicable.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item requires special training or installation, these charges would be added as part of the upfit and included in the members quote.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers charge a standardized "Factory Destination Charge" which is displayed on all window stickers and on all trucks on a dealer's lot. This is not the destination charge that maybe charged to ship a chassis to and from an installer, these additional subsequent movements are all added freight charges and will displayed on the members quote.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We would never offer any other organization what we offer Sourcewell in volume pricing and offerings.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have created a member friendly easy to build online quoting system for members to use. Pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: F-450, F-550, F600 and like models = \$ 400 flat F-650 and above = \$ 700 flat Partner Deals (NAFG Partners with another dealer) = \$ 150 flat All other models F-250 and below = \$ 325 flat

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG is providing: 11 Manufacturers totaling above 1,284 makes, models and trims ranging from Class 3 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAFG Lists all makes, models and trims in each ZIP file under ZIP File "All 11 Manufacturers" representing a combined over 1,284 makes, models and trim combinations for members to choose from along with a subtitle "Upfits" detailed in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
70	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded NAFG will keep track of the number of client quotes it processes which will be done via our website and easy to oversee and base this data month after month to see if our interest is growing at the expected rate we would expect.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Our manufacturers products are always striving to bring to market the latest green vehicles to accommodate the ever-increasing demand for eco friendly transportation.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Representing 11 manufacturers in our response, we are positive we represent the best of the best in chassis production and represent all strengths each manufacture has to offer.
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Telematics can be added to any quote for any member since each manufacturer offers some form of telematics, if not we can quote it as a separate upfit item.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
	NA	
	NA	
	NA	
	NA	
	NA	
	NA	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Market Place Success and Financial Stability.zip - Sunday June 07, 2020 21:38:16
- [Marketing Plan/Samples](#) - NAFG Marketing Plan.zip - Monday June 08, 2020 16:51:00
- [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Certificates.zip - Monday June 08, 2020 13:38:53
- [Warranty Information](#) - Warranty Info for 11 Manufacturers.zip - Sunday June 07, 2020 19:30:07
- [Pricing](#) - NAFG Price File for RFP 060920.zip - Monday June 08, 2020 16:09:06
- [Additional Document](#) - ALL 11 MANUFACTURERS MODEL'S AND MEMBER WALK THROUGH'S.zip - Monday June 08, 2020 16:12:26

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA Naional Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

Solicitation 19-7522

Purchase of Fleet Vehicles

Solicitation Designation: Regional



Collier County

Solicitation 19-7522 Purchase of Fleet Vehicles

Solicitation Number 19-7522
 Solicitation Title Purchase of Fleet Vehicles

Solicitation Start Date Nov 26, 2018 3:55:26 PM EST
 Solicitation End Date Jan 8, 2019 3:00:00 PM EST
 Question & Answer End Date Dec 19, 2018 5:00:00 PM EST

Solicitation Contact Kristofer Lopez
 239-252-8944
 Kristofer.Lopez@colliercountyfl.gov

Contract Duration 3 years
 Contract Renewal 3 annual renewals
 Prices Good for 180 days

Item Response Form

Item 19-7522--01-01 - Discount Percentage below dealer invoice
 Quantity 1 each
 Unit Price 2.25%
 Delivery Location Collier County
No Location Specified

Qty 1

Description
 Discount Percentage off dealer invoice price

GENERAL BID INSTRUCTIONS

1. PURPOSE/OBJECTIVE

As requested by the Collier County departments or divisions identified, the Collier County Board of County Commissioners Procurement Services Division (hereinafter, the County) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful vendor will hereinafter be referred to as the "Vendor". **All bids must be submitted on the Bid forms furnished by the County noted in Attachments of this ITB. Bids may not be considered unless Bid forms are properly executed.** Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

2. PRICING

Vendors must provide prices using the unit of measure specified by the County. All prices will remain firm for a period of one hundred and eighty (180) calendar days from date of bid opening. After award by the Board of County Commissioners, prices may only be adjusted as outlined.

3. ALTERNATE BID PRICING

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price may be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed may be considered technically non-responsive and will not be considered for award.

4. EQUAL PRODUCT

Manufacturer's name, brand name and/or model number are used in these specifications for the purpose of establishing minimum requirements of level of quality, standards of performance and/or design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal or similar material. An equal or similar product may be bid, provided that the product is found by the County to be equal or similar in quality, standard of performance, design, etc. to the item specified.

Where an equal or similar is bid, the Bid must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) and test results, if applicable, of unit bid as equal or similar. Equal product samples, if required for evaluation, and at no cost to the County, the vendor must contact the Procurement Services Division for instructions on submittal. The County shall be sole judge of equality or similarity, and its decision shall be final in the best interest.

5. DISCOUNT

Any discounts or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than fifteen (15) calendar days be offered.

6. ADDENDA

The County reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and notifications shall be distributed electronically to all parties who received the original bid specifications prior to the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document. All addendums are posted on the Collier County Procurement Services Division Online Bidding System website: <https://www.bidsync.com/bidsync-cas/>. Before submitting a bid response, please make sure that you have read all documents provided, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in the rejection of your submittal.

7. BID SUBMISSION

All electronic bids shall be submitted online via the Collier County Procurement Services Division Online Bidding System: <https://www.bidsync.com/bidsync-cas/>

8. QUESTIONS

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the Procurement Strategist before the bid opening date. Direct questions related to this ITB only to the Collier County Procurement Services Division Internet website: <https://www.bidsync.com/bidsync-cas/>. Questions will not be answered after the date and time noted.

Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Procurement Services Division Online Bidding System website. For general questions, please call the referenced Procurement Strategist identified in the Public Notice.

9. PROTESTS

Any prospective vendor/bidder who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Services Division prior to the time of the bid opening strictly in accordance with the County's then current Procurement Ordinance and policies.

10. IMMIGRATION AFFIDAVIT CERTIFICATION

10.1 Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (ITB) including professional services and construction services.

(1) Exceptions to the program:

(a) Commodity based procurement where no services are provided.

(b) Where the requirement for the affidavit is waived by the Board of County Commissioners.

10.2 Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

10.3 Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

10.4 For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

10.5 Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, *et seq.* and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

11. LOBBYING

After the issuance of any solicitation, no current or prospective vendor or any person acting on their behalf, shall contact, communicate with or discuss any matter relating to the solicitation with any Collier County employee or elected or appointed official, other than the Procurement Services Director or his/her designees. This prohibition ends upon execution of the final contract or upon cancellation of the solicitation. Any current or prospective vendor that lobbies any Collier County employee or elected or appointed official while a solicitation is open or being recommended for award (i) may be deemed ineligible for award of that solicitation by the Procurement Services Director, and (ii) will be subject to Suspension and Debarment outlined in section Twenty-eight of County Ordinance 2017-08.

12. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (FL STATUTE 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

13. GENERAL INFORMATION

When it is deemed by the County that a bid cannot be awarded as originally intended, the County reserves the right to award this bid through an approach which is the best interest of the County. Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the County shall conduct a random selection (coin toss) by the Procurement Services Director before at least three witnesses.

14. BID AWARD PROCESS

Award shall be made in a manner consistent with the County's Procurement Ordinance. Award recommendations will be posted on the Collier County Procurement Services Division website.

15. RESERVED RIGHTS

Collier County reserves its right in any solicitation to accept or reject any or all bids, proposals or offers; to waive minor irregularities and technicalities; or to request resubmission. Also, Collier County reserves the right to accept all or any part of any bid, proposal, or offer, and to increase or decrease quantities to meet the additional or reduced requirements of Collier County. Collier County reserves its right to cancel, extend or modify any or all bids, proposals or offers; to award to one or more vendors; to award all or part of a solicitation; and to award by individual line items when it is deemed to be in the best interest of the County. Collier County reserves its right to reject any sole response.

16. INSURANCE AND BONDING REQUIREMENTS

16.1 The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

16.2 The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

16.3 Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

16.4 Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on

behalf of Collier County.”

16.5 The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

16.6 Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

Collier County Board of County Commissioners

Naples, Florida

16.7 The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

16.8 Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

16.9 The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

16.10 Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

16.11 If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

17. ADDITIONAL ITEMS AND/OR SERVICES

Additional items and/or services may be added to the resultant contract, or purchase order, in compliance with the Procurement Ordinance.

18. VENDOR PERFORMANCE EVALUATION

The County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

The County reserves the right to take into consideration a vendor's past performance under a prior or current County contract when it is considering the granting of a new contract, the assignment of a work order, or any

additional work. Past poor performance may result in the County deeming the vendor non-responsible and therefore refraining from awarding such work.

19. ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

- 19.1 The selected Vendor may be required to sign a standard Collier County contract.
- 19.2 The resultant contract(s) may include purchase or work orders issued by the County's project manager.
- 19.3 The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.
- 19.4 The County's project manager shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

20. PUBLIC RECORDS COMPLIANCE

- 20.1 Florida Public Records Law Chapter 119, including specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

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:

Communication and Customer Relations Division

3299 Tamiami Trail East

Suite 102

Naples, FL 34112-5746

Telephone: (239) 252-8383

- 20.2 The Contractor must specifically comply with the Florida Public Records Law to:
- 20.2.1 Keep and maintain public records required by the public agency to perform the service.
- 20.2.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 20.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- 20.2.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

21. PAYMENT METHOD

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

Purchase Order Number and description and quantities of the goods or services provided per instructions on the County's purchase order or contract. Invoices shall be sent to:

Board of County Commissioners Clerk's Finance Department

ATTN: Accounts Payable

3299 Tamiami Trail East, Suite 700

Naples FL 34112

Or Emailed to: bccapclerk@collierclerk.com

- 21.1 Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.
- 21.2 In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.
- 21.3 Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

22. ENVIRONMENTAL HEALTH AND SAFETY

- 22.1 All Vendors and Sub Vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub Vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.
- 22.2 Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.
- 22.3 All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.
- 22.4 All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

23. LICENSES

- 23.1 The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive. A Vendor, with an office within Collier County is also required to have an

occupational license.

- 23.2 All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County.
- 23.3 If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

24. SURVIVABILITY

The Vendor agrees that any Purchase Order/Work Order/Solicitation Documents that extends beyond the expiration date of the original Solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination.

25. RELATION OF COUNTY

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

26. TERMINATION

Should the Vendor be found to have failed to perform services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance. In the event that the award of this solicitation is made by the Procurement Services Director, the award and any resultant purchase orders may be terminated at any time by the County upon thirty (30) days written notice to the awarded vendor(s) pursuant to the Board's Procurement Ordinance.

27. PUBLIC ENTITY CRIME

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 vendor 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.

28. SECURITY AND BACKGROUND CHECKS

- 28.1 The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.
- 28.2 All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.
- 28.3 The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-

FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

- 28.4 CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the vendor is responsible for all costs.

29. CONFLICT OF INTEREST

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

30. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

31. DEDUCTION FOR NON-PERFORMANCE

The County reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

32. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

33. FLORIDA WOOD PRODUCTS

The Vendor/Contractor agrees to comply with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal.

34. STANDARDS OF CONDUCT

The Vendor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

35. PROTECTION OF PROPERTY

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the County's satisfaction, damaged property at no additional cost to the County. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

The County's project manager shall coordinate with the Vendor/Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

36. COLLIER COUNTY INFORMATION TECHNOLOGY REQUIREMENTS

All vendor access will be done via VPN access only. All access must comply with current published County Manager Agency (CMA) policies. Current policies that apply are CMAs 5402, 5403 and 5405. These policies will be available upon request from the Information Technology Department. All vendors will be required to adhere to IT policies for access to the County network. Vendors are required to notify the County in writing twenty-four (24) hours in advance as to when access to the network is planned. Included in this request must be a detailed work plan with actions that will be taken at the time of access. The County IT Department has developed a *Technical Architecture Requirements Document* that is required to be filled out and submitted with your bid response. This document can be found on the Collier County Procurement Services Division website: www.colliergov.net/purchasing. On the left-hand side of the menu, click on CC Technical Requirements. If this document is not submitted with your bid response, your bid response may be deemed non-responsive.

37. MAINTENANCE OF TRAFFIC POLICY

For all projects that are conducted within a Collier County Right-of-Way, the Vendor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS) on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through the Risk Management and/or Procurement Services Division and are available on-line at colliergov.net/purchasing.

The Vendor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract. All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice of Award.

38. DEBRIS

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

39. DIRECT MATERIAL PURCHASE

39.1 The County reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the County. Any such goods and/or materials purchased by the County pursuant to such an assignment of a material supply agreement shall be referred to as "County Furnished Materials" and the responsibilities of both the County and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation. Additionally, the County at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the County may require the following information from the Vendor:

39.1.1 Required quantities of material

39.1.2 Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable

39.1.3 Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

40. GRANT COMPLIANCE

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency.

41. EQUIPMENT

Vendor shall have available and in good working condition, the necessary equipment to perform the required service. If required by the County, the Vendor shall supply a list of equipment and an hourly rate for each. Hourly

rates will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager.

In the event that additional specialized and/or heavy equipment (backhoe, crane, mudhog, etc.) is needed, the Project Manager must be notified in advance for approval. The reimbursement of additional equipment expense shall be at cost and will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager. The County reserves the right to request and obtain documentation of the Vendor's cost for time and material projects, and to withhold payments until documentation is provided.

All County-purchased equipment must be new and of current manufacture in production at the time of bid opening, and carry industry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the County.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.

42. STORAGE TANK INSTALLATION AND CLOSURE REQUIREMENTS (43-46 where applicable)

The contractor shall ensure compliance with all NFPA regulations: specifically, 110 & 30/30A; FDEP chapter 62 regulations: specifically, 761, 762, 777, and 780; 376 & 403 Florida Statutes; and STI, UL, PEI, ASME, NACE, NLP, NIST & API referenced standards pertaining to the storage of hazardous materials and petroleum products.

The contractor shall notify the Solid & Hazardous Waste Management Department (SHWMD) prior to the installation, removal, or maintenance of any storage tank, including day tanks for generators, storing / will be storing petroleum products or hazardous materials. The contractor shall provide a 10 day and 48-hour notice to SHWMD 239-252-2508 prior to commencement.

The contractor shall provide the plans pertaining to the storage tank systems containing hazardous materials / petroleum products to the SHWMD prior to plans submittal to a permitting entity and then SHWMD must approve the plans prior to contractor's submittal for permitting.

43. 62-761.300 APPLICABILITY

43.1 General Requirements:

43.1.1 Underground storage tank systems: The requirements of this Chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of UST systems with individual storage tank capacities greater than 110 gallons that contain or contained:

- (1) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984
- (2) Pollutants or hazardous substances after December 10, 1990; or
- (3) Regulated substances in unmaintained storage tank systems.

43.1.2 This rule is applicable to non-residential facilities. Under 40 C.F.R. 280, residential tanks greater than 1100 gallons containing motor fuels are subject to Federal UST rules (advisory information only-not required by this Chapter).

44. 62-762.301, F.A.C. APPLICABILITY

44.1 General Requirements:

44.1.1 Aboveground storage tank systems: The requirements of this chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of aboveground stationary storage tank systems with individual storage tank capacities greater than 550 gallons that contain or contained: Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984

- (1) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984;
- (2) Pollutants after March 12, 1991; or
- (3) Pollutants in unmaintained storage tank systems.

44.1.2 Aboveground compression vessels and hazardous substance storage tank systems: Owners and operators of compression vessels and hazardous substance storage tanks with capacities of greater than 110 gallons containing hazardous substances are only required to comply with subsections 62-762.401 (1)-(2), F.A.C.

44.1.3 Aboveground mineral acid storage tank systems: Owners and operators of facilities, or owners and operators of aboveground mineral acid storage tank systems with capacities of greater than 110 gallons containing mineral acids are only required to comply with Rule 62-762.891, F.A.C.

45. **POLLUTION PREVENTION**

The vendor is required to implement industry relevant pollution prevention and best management practices. Should pollution incidents occur, Collier County Pollution Control must be notified immediately.

46. **DEFINITIONS**

62-761.200(11) and 62-762.201(16), F.A.C.: "**County**" means a locally administered program under contract with the Department to perform compliance verification activities at facilities with storage tank systems.

62-761.200(48) and 62-762.201(62), F.A.C.: "**Pollutants**" includes any "product" as defined in Section 377.19(11), F.S., pesticides, ammonia, chlorine and derivatives thereof, excluding liquefied petroleum gas.

62-761.200(51) and 62-762.201(65), F.A.C.: "**Product**" as defined in Section 377.19(11), F.S., means any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude petroleum, residue from crude petroleum, cracking stock, uncracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casing head gasoline, natural gas gasoline, naphtha, distillate, condensate, gasoline, used oil, kerosene, benzene, wash oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

62-761(73) and 62-762(84), F.A.C.: "**Vehicular fuel**" means a petroleum product used to fuel motor vehicles, including aircraft, watercraft and vehicles used on and off roads and rails.

Yes No

Certification: I certify that I am in agreement, to the best of my knowledge, with the General Bid Instructions above.



Form 7: Vendor Submittal – Local Vendor Preference Affidavit

(Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business)

- Collier County
- Lee County

Vendor affirms that it is a local business as defined by the Procurement Ordinance of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XV of the Collier County Procurement Ordinance:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: 1973

Number of Employees (Including Owner(s) or Corporate Officers): 148

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): 122

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: TAMIAMI FORD, Inc. Date: 12-7-2018

Address in Collier or Lee County: 1471 AIRPORT POLLING ROAD NORTH NAWES, FL 34104

Signature: [Handwritten Signature] Title: GM

1.0 LOCAL VENDOR PREFERENCE (LVP)

- 1.1 The County is using the Competitive Sealed Bid methodology of source selection for this procurement, as authorized by Ordinance Number 2017-08 establishing and adopting the Collier County Procurement Ordinance.
- 1.2 Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.
- 1.3 Under this solicitation, bidders desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.
- 1.4 *Competitive bid (local price match option).* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest price bid, and the bid submitted by one or more qualified and responsive local businesses is within ten percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s), less one (1) dollar, offered by the overall lowest, qualified and responsive bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Procurement Services Division shall determine if the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087 (Preferences to businesses with drug-free workplace programs). If the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087, the Procurement Services Division shall invite the lowest local bidder to submit a matching offer, less one (1) dollar, within five (5) business days thereafter. If the lowest local bidder submits an offer that fully matches the lowest bid, less one (1) dollar, from the lowest non-local bidder tendered previously, then award shall be made to the local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Fla. Stat. Sec 287.087, and the lowest non-local bidder does, award will be made to the bidder that meets the requirements of the reference state law.
- 1.5 Bidder must complete and submit with their bid response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation. **Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for local preference on this solicitation.**
- 1.6 A Bidder who misrepresents the Local Preference status of its firm in a bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one (1) year.
- 1.7 The County may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1. PURCHASE ORDER TERMS AND CONDITIONS

1.1 Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

1.2 Acceptance and Confirmation

This Purchase Order (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

1.3 Inspection

1.3.1 All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

1.3.2 To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non conforming or otherwise rejected by the COUNTY.

1.4 Shipping and Invoices

1.4.1 a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

1.4.2 b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

1.4.3 c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

1.4.4 d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

1.5 Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it

at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

1.6 Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

1.7 Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

1.8 Statutory Conformity

1.8.1 Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

1.9 Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

1.10 Indemnification

VENDOR shall defend, indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

1.11 Warranty of Non Infringement

1.11.1 VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

1.11.2 VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

1.11.3 If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

1.12 Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

1.13 Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

1.14 Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

1.15 Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

1.16 Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

1.17 Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

1.18 Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

1.19 General

1.19.1 a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida

1.19.2 b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

- 1.19.3 c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- 1.19.4 d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- 1.19.5 e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Form 1: Vendor's Non-Response Statement

The sole intent of the Collier County Procurement Services Division is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this solicitation, please indicate the reason(s) by checking the item(s) listed below and return this form via email noted on the cover page, or mail to Collier County Government, Procurement Services Division, 3295 Tamiami Trail East, BLDG C-2, Naples, FL 34112.

We are not responding to the solicitation for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s):

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

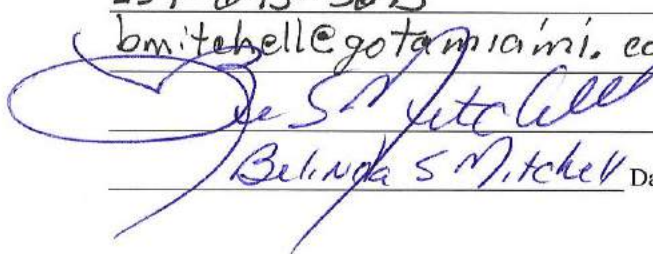
Form 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal.

Vendor should check off each of the following items as the necessary action is completed:

- The Solicitation Submittal has been signed.
- The Solicitation Pricing Document (Bid Schedule/Quote Schedule/etc.) has been completed and attached.
- All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- Any addenda have been signed and included.
- Affidavit for Claiming Status as a Local Business, **if applicable.**
- Division of Corporations - Florida Department of State – <http://dos.myflorida.com/sunbiz/> (If work performed in the State).
- E-Verify/Immigration Affidavit (Memorandum of Understanding).

ALL SUBMITTALS MUST HAVE THE SOLICITATION NUMBER AND TITLE

Name of Firm: TAMIAMI Ford, Inc.
Address: 1471 AIRPORT POLLING ROAD NORTH
City, State, Zip: NAPLES, FL 34104
Telephone: 239-643-3613
Email: bmitchell@gotamiami.com
Representative Signature:  GM
Representative Name: Belinda S. Mitchell Date 12-7-18

Form 3: Conflict of Interest Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the “ground rules” for affiliated past or current Collier County project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Firm: TAMMAMI FORD, Inc.

Signature and Date:

Print Name:

Title of Signatory:

Belinda S. Mitchell 12-7-18
Belinda S. Mitchell
General Manager

Form 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

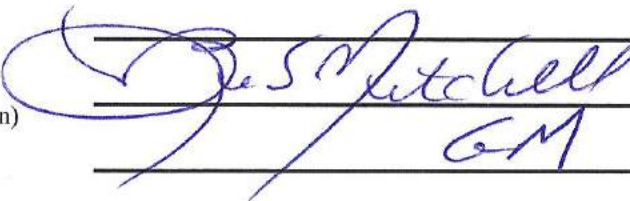
Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced Solicitation. **Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 7 day of Dec, 2018 in the County of Collier, in the State of Fla.

Firm's Legal Name: TAMIAMI FORD, INC.
Address: 1471 AIRPORT PULLING ROAD NORTH
City, State, Zip Code: NAPLES, FL 34104
Florida Certificate of Authority Document Number: 433760
Federal Tax Identification Number: 59-1480120
*CCR # or CAGE Code: _____
*Only if Grant Funded: _____
Telephone: 239-643-3673

Signature by:  Bruce S. Mitch
(Typed and written)
Title: GM

Send payments to:
(required if different from
above)

Contact name:

Company name used as payee

Title:

Address:

City, State, ZIP

Telephone:

Email:

**Office servicing Collier
County to place orders**
(required if different from
above)

Contact name:

DOUG HOLLAND

Title:

MUNICIPAL FLEET SALES MANAGER

Address:

1471 AIRPORT POLLING ROAD NORTH

City, State, ZIP

NAPLES, FL 34104

Telephone:

239-643-3673 EXT 263 / e 239-253-7138

Email:

dholland@gotamiaini.com / hamiaini.doug@gmail.com

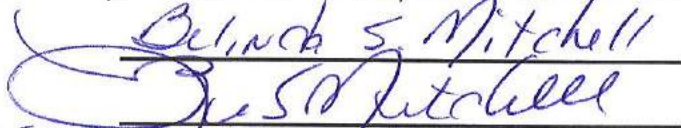
Form 5: Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Vendor's proposal as non-responsive.**

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal.

Company Name TAMAMI FORD, INC.
Print Name BELINDA S. MITCHELL Title GM
Signature  Date 12-7-18
State of FL
County of Collier

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Form 6: Vendor Substitute W - 9
Request for Taxpayer Identification Number and Certification

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) requires that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name <u>TAMIAMI FORD INC</u> <i>(as shown on income tax return)</i>	
Business Name <i>(if different from taxpayer name)</i>	
Address <u>1491 AIRPORT POLLING ROAD N.</u> City <u>NAPLES</u>	
State <u>FLORIDA</u>	Zip <u>34104</u>
Telephone <u>239-643-3673</u>	Email <u>bmitchellegotamiami.com</u>
Order Information (Must be filled out) Address <u>1491 AIRPORT POLLING RD. N.</u> City <u>NAPLES</u> State <u>FL</u> Zip <u>34104</u> Email <u>dholland@gotamiami.com</u> <u>tamiami.doug@gmail.com</u>	Remit / Payment Information (Must be filled out) Address <u>1491 AIRPORT POLLING RD. N.</u> City <u>NAPLES</u> State <u>FL</u> Zip <u>34104</u> Email <u>sweinhart@gotamiami.com</u>

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
<input checked="" type="checkbox"/> Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) 391480120

(Vendors who do not have a TIN, will be required to provide a social security number prior to an award).

4. Sign and Date Form: Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature <u>[Signature]</u>	Date <u>12-7-18</u>
Title <u>GM</u>	Phone Number <u>239 643 3673</u>



**COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS**

INVITATION TO BID (ITB)

FOR

VEHICLE FLEET PURCHASE

SOLICITATION NO.: 19-7522

**KRISTOFER LOPEZ, PROCUREMENT STRATEGIST
PROCUREMENT SERVICES DIVISION
3295 TAMiami TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-8944
Kristofer.Lopez@colliercountyfl.gov (Email)**

This solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

INVITATION TO BID (ITB) NUMBER:	<u>19-7522</u>
PROJECT TITLE:	<u>Vehicle Fleet Purchase</u>
LOCATION:	<u>PROCUREMENT SERVICES DIVISION, CONFERENCE ROOM A, 3295 TAMAMI TRAIL EAST, BLDG C-2, NAPLES, FLORIDA 34112</u>
DUE DATE:	<u>DATE & TIME</u>
PLACE OF BID OPENING:	<u>PROCUREMENT SERVICES DIVISION 3295 TAMAMI TRAIL EAST, BLDG C-2 NAPLES, FL 34112</u>

All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:
<https://www.bidsync.com/bidsync-cas/>

INTRODUCTION

As requested by the Fleet Management Division (hereinafter, the "Division") the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bid submittals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

The County seeks bids to facilitate purchases of new fleet vehicles for County operations. Vehicles covered under this bid are Ford automobiles, vans, sport utility vehicles, cross-over vehicles, and light/medium-duty trucks up to 33,000 pounds GVWR. Purchases of 50-80 vehicles are expected annually, however the County makes no commitment to any minimum or maximum quantity. Although most light to medium-duty fleet vehicles will be purchased from this bid, the County reserves the right to purchase from other government bids and/or government association bids, and to competitively bid specialty vehicles such as ambulances when deemed in the best interests of the County.

TERM OF CONTRACT

The contract term, if an award(s) is/are made is intended to be for three (3) years with three (3) one-year renewals.

The percentage discount below dealer invoice that was bid and awarded shall remain firm for the duration of the this contract.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

AWARD CRITERIA

ITB award criteria are as follows:

- The County's Procurement Services Division reserves the right to clarify a vendor's submittal prior to the award of the solicitation.
- For the purposes of determining the winning bidder, the County will select the vendor with the highest discount as outlined below:
 - **Highest "Percentage discount from total dealer invoice price"**
- Collier County reserves the right to select one, or more than one suppliers, award on a line item basis, establish a pool for quoting, or other options that represents the best value to the County; however, it is the intent to:
 - **Identify a single awardee**
- The County reserves the right to issue a formal contract, standard County Purchase Order, or utilize the County Purchasing

Card for the award of this solicitation.

DETAILED SCOPE OF WORK

All bidders must be a Ford Motor Company manufacturer-authorized dealership with full maintenance, warranty, and parts capabilities. The successful bidder must provide warranty service on all Ford vehicles purchased by the County without regard to the source of purchase and must provide service facilities or service capabilities convenient to Collier County operations. Convenient is defined as service facilities located within ten miles of 2901 County Barn Road, Naples, Florida 34112 or provision of timely vehicle pick-up and delivery services or provision of on-site maintenance services for warranty requirements. At least one of these capabilities must be indicated on the bid schedule. **To be considered a responsive bidder, a bidder MUST comply with one of the three warranty scenarios listed on the Bid Schedule.**

Due to the make-up of the current County fleet, parts inventory, tools, diagnostics, and training considerations, the Board of County Commissioners has deemed Ford as the manufacturer of choice for small and medium-duty vehicles. Only Ford dealerships and products will be considered on this bid.

The bid will be a percentage figure below total dealer invoice price, including model base price, factory installed options, and destination freight charges, less any National, State, or local factory fleet incentives, or any additional dealer incentives. All special additional equipment not factory installed, such as utility bodies, cranes, caution/emergency lights, bedliners, or other after-market additions installed by a subcontractor shall be billed at dealer cost as shown on the subcontractor's invoice. Copies of subcontractor invoices will be provided to the County upon delivery of the vehicle. Prices for non-factory options installed by the dealer such as window tinting, extra keys, or van shelving shall be indicated in the dealer quote for each specification. No further verification will be required for dealer installed options.

Vehicle Purchases

Purchases of individual vehicles or groups of like vehicles shall be made from an awarded dealer that meets vehicle specifications with the lowest net price after factory and dealer discounts. The County shall be the sole judge of accepting or denying any deviations from specifications. Vehicle bid prices shall include all charges including delivery/transportation, dealer preparation, fuel, pollution taxes/charges, and temporary registration fees.

Once a vehicle bid has been awarded, the County may purchase any number of vehicles with the same specifications, during the same model year, from the same vehicle bid of the awarded dealer. Vehicle bids not received during the time period designated by the County shall be considered as "no bids".

On occasions when the needs of the County are immediate or time critical, award may be made on the basis of availability rather than lowest cost.

Vehicle Bid Procedures

The Collier County Fleet Management Division shall provide the dealer(s) with vehicle specifications and designate a time period for bid response. If more than one dealer is awarded this bid, specifications shall be sent to all dealers on the same day using the same mode of transmission or transport. Bid responses shall be made in the format provided by the Fleet Management Division along with a copy of a Vehicle Order Confirmation Report or other confirming documentation provided to the Dealer by Ford Motor Company showing dealer invoice prices and copies of any subcontractor bid proposals for any after-market additions. Subcontractor bid proposals shall be listed in detail by item.

The Fleet Management Division will review all bid responses for specification compliance and bid prices to determine the awarded dealer. Award results will be announced to all bidding dealers. A County purchase order shall be issued to the dealer as official authority to order the awarded vehicle(s).

Delivery

Bidders shall have 120 days to deliver normal production vehicles and 150 days to deliver vehicles with dealer options or additional equipment. If vehicles are not delivered within these time periods, the County shall have the option of canceling the purchase order and awarding the bid to the next lowest bidder or to the bidder with the quickest availability.

All vehicles shall be cleaned, serviced (including all normal dealer preparations), and delivered to Collier County Fleet Management at 2901 County Barn Road, Naples, Florida 34112. All after-market options shall be properly installed and operational per specifications at delivery. Vehicles shall be delivered with the window sticker attached to the window or inside the vehicle when window tinting is ordered. Unless otherwise informed by the Fleet Management Division, all vehicles will be titled to Collier County Board of County Commissioners, 3299 Tamiami Trail East, Suite 700, Naples, Florida 34112; FEID 59-6000558; Tax Exemption

#85-8015966531C-1.

Vehicles shall be delivered with the following documents appropriately completed:

- a. Manufacturer's Certificate of Origin for a Vehicle
- b. Application for Certificate of Title with/without Registration
- c. Motor Vehicle Dealer Title Reassignment Supplement
- d. Temporary registration and tag
- e. Operator's Manual
- f. Warranty Certifications
- g. Original Invoice to County
- h. Factory issued dealer invoice
- i. Subcontractor invoices for after-market additions
- j. Weight certificate or affidavit showing total weight of delivered vehicle when a utility body or other significant component has been added to a truck cab and chassis.
- k. Secondary Manufacturer's Certificate of Origin as required when major body units or systems are added to an incomplete truck chassis.

VENDOR CHECKLIST

***Vendor should check off each of the following items as the necessary action is completed (please see, Form 2: Vendor Check List):

The Solicitation Submittal has been signed.

The Solicitation Pricing Document (Bid Schedule/Quote Schedule/Proposal Pricing/etc.) has been completed and attached.

All applicable forms have been signed and included, along with licenses to complete the requirements of the project.

Any addenda have been signed and included.

Affidavit for Claiming Status as a Local Business, **if applicable**.

Division of Corporations - Florida Department of State – <http://dos.myflorida.com/sunbiz/> (If work performed in the State).

E-Verify/Immigration Affidavit (Memorandum of Understanding).

Collier County
Bid Tabulation
12-5935 - Purchase of Fleet Vehicles

Bid Schedule 19-7522 Purchase of Fleet Vehicles

Description	
Highest Percentage Discount from total dealer invoice price	2.25 %
To be considered a responsive bidder, a bidder MUST comply with one of the three warranty scenarios listed.	Mark the selected option
On-site at 2901 County Barn Rd, Naples FL 34112	
By vehicle pick-up and delivery at 2901 County Barn Rd, Naples FL 34112	
At a service facility within ten miles of 2901 County Barn Rd, Naples FL 34112	<input checked="" type="checkbox"/>
Attachment 2: Vendor's Check List	<input checked="" type="checkbox"/>
Attachment 3: Bid Response Form	<input checked="" type="checkbox"/>
Attachment 7: Insurance and Bonding	<input checked="" type="checkbox"/>
Attachment 6: W9	<input checked="" type="checkbox"/>
Attachment 5: Immigration Affidavit	<input checked="" type="checkbox"/>
Attachment 4: Local Vendor Preference	<input checked="" type="checkbox"/>
Division of Corporations	<input checked="" type="checkbox"/>
E-Verify	<input checked="" type="checkbox"/>

Question and Answers for Solicitation #19-7522 - Purchase of Fleet Vehicles

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Dec 19, 2018 5:00:00 PM EST



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
TAMIAMI FORD, INC.

Filing Information

Document Number	433760
FEI/EIN Number	59-1480120
Date Filed	08/28/1973
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/10/1996
Event Effective Date	NONE

Principal Address

1471 AIRPORT PULLING ROAD NORTH
NAPLES, FL 34104

Changed: 05/01/2006

Mailing Address

1471 AIRPORT PULLING ROAD NORTH
NAPLES, FL 34104

Changed: 05/01/2006

Registered Agent Name & Address

zellers, robert t
attn r zellers
1471 airport road n
NAPLES, FL 34104

Name Changed: 01/23/2017

Address Changed: 01/23/2017

Officer/Director Detail

Name & Address

Title P, Secretary, Treasurer, Director

ZELLERS, ROBERT T
1471 AIRPORT PULLING ROAD NORTH

NAPLES, FL 34104

Title VP

ZELLERS, SHEILA M
 1471 AIRPORT PULLING ROAD NORTH
 NAPLES, FL 34104

Annual Reports

Report Year	Filed Date
2016	02/23/2016
2017	01/23/2017
2018	01/15/2018

Document Images

01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/23/2017 -- ANNUAL REPORT	View image in PDF format
02/23/2016 -- ANNUAL REPORT	View image in PDF format
02/13/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
02/25/2013 -- ANNUAL REPORT	View image in PDF format
02/10/2012 -- ANNUAL REPORT	View image in PDF format
03/11/2011 -- ANNUAL REPORT	View image in PDF format
02/12/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
02/07/2008 -- ANNUAL REPORT	View image in PDF format
03/17/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
01/25/2005 -- ANNUAL REPORT	View image in PDF format
03/09/2004 -- ANNUAL REPORT	View image in PDF format
03/31/2003 -- ANNUAL REPORT	View image in PDF format
04/09/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
02/29/2000 -- ANNUAL REPORT	View image in PDF format
03/05/1999 -- ANNUAL REPORT	View image in PDF format
03/30/1998 -- ANNUAL REPORT	View image in PDF format
04/09/1997 -- ANNUAL REPORT	View image in PDF format
01/29/1996 -- ANNUAL REPORT	View image in PDF format
03/21/1995 -- ANNUAL REPORT	View image in PDF format

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TAMIAMI FORD INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1471 N AIRPORT RD

6 City, state, and ZIP code
NAPLES FL 34104

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

5	9	-	1	4	8	0	1	2	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Loren Madhacher* Date ▶ *11/15/17*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Welcome
Karen Mohrbacher

≡ MENU

Company Information

Company Name
Tamiami Ford Inc.

Company ID Number
821047

Doing Business As (DBA) Name
--

DUNS Number
071300339

Physical Location

Address 1
1471 Airport Pulling Road North

Address 2
--

City
Naples

State
FL

Zip Code
34104

County
COLLIER

Mailing Address

Address 1
--

Address 2
--

City

--

State

--

Zip Code

--

Additional Information

Employer Identification Number
591480120

Total Number of Employees
100 to 499

Parent Organization

--

Administrator

--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
441 - MOTOR VEHICLE AND PARTS DEALERS

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
4

[View / Edit](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Zurich - Account Service Center 7045 College Blvd Overland Park, KS 66211 Fax: 888-734-6776 Ph: 877-225-5276	CONTACT NAME: Zurich - Account Service Center
	PHONE (A/C No. EXT): 877-225-5276 FAX (A/C No): 888-734-6776 E-MAIL ADDRESS: service.center@zurichna.com
INSURED 014662400 TAMIAMI FORD, INC DBA GIANT LOT DBA TAMIAMI COLLISION 1471 AIRPORT PULLING RD N NAPLES, FL 34104	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Universal Underwriters Insurance Company 41181
	INSURER B:
	INSURER C:
	INSURER D:
INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	EACH OCCURENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea Accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	<input type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	EACH OCCURENCE \$10,000,000 AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	OTHER THAN AUTO ONLY EACH ACC: \$500,000
A	Customer Auto - Direct Primary	<input type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	Total Policy Aggregate Limit \$33,874,350

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reason for Certificate: GENERAL LIABILITY
30 Day notice of cancellation applies, except for cancellation due to non payment of premium.
See Additional Remarks Schedule Attached

CERTIFICATE HOLDER

COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS
3295 TAMIAMI TRAIL EAST - BLDG C 2
NAPLES, FL 34112
Attn:
Fax:

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 *Mark G. Kampfen*

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL REMARKS SCHEDULE

AGENCY Zurich - Account Service Center		NAMED INSURED TAMAMI FORD, INC DBA GIANT LOT DBA TAMAMI COLLISION 1471 AIRPORT PULLING RD N NAPLES, FL 34104	
POLICY NUMBER 321690		EFFECTIVE DATE: 03/01/2018	
CARRIER Universal Underwriters Insurance Company	NAIC CODE 41181		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Insured: Primary and Non-Contributory Conditions; Endorsement 0755 applies.

1. PURCHASE ORDER TERMS AND CONDITIONS

1.1 Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

1.2 Acceptance and Confirmation

This Purchase Order (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

1.3 Inspection

1.3.1 All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

1.3.2 To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non conforming or otherwise rejected by the COUNTY.

1.4 Shipping and Invoices

1.4.1 a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

1.4.2 b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

1.4.3 c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

1.4.4 d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

1.5 Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it

at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

1.6 Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

1.7 Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

1.8 Statutory Conformity

1.8.1 Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

1.9 Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

1.10 Indemnification

VENDOR shall defend, indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

1.11 Warranty of Non Infringement

1.11.1 VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

1.11.2 VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

1.11.3 If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

1.12 Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

1.13 Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

1.14 Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

1.15 Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

1.16 Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

1.17 Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

1.18 Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

1.19 General

- 1.19.1 a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- 1.19.2 b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

- 1.19.3 c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- 1.19.4 d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- 1.19.5 e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

LEE COUNTY PORT AUTHORITY

UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Date: 7/23/2021
 Vendor: Alan Jay Automotive Network
 (part of National Auto Fleet
 Group)
 Description: Vehicles with Related
Equipment, Accessories and
Services
 Term: Effective Date - 01/17/2022
 Renewal
 Term: None
 Procurement
 Agent: Nick Diaz
 Contract #: 120716-NAF

Board Approval Req: Yes / No
 Lead Agency: Sourcewell
 Posting Req'd: Yes / No
 Single Purchase –
 Total Cost : _____
 Estimated
 Purchase -Est'd
 Annual cost: \$500,000.00
 Cost (this
 purchase): _____
 Balance: _____

NOTICE OF WRITTEN DETERMINATION OF A COOPERATIVE CONTRACT OR PIGGYBACK

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

Product/Service being requested: Procurement of vehicles, cars, vans, SUVs, and light trucks with related equipment, accessories and services

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

- Cooperative or Piggyback.
- Competitive requirements have been met.
- Conforms to all applicable laws and best practices.
- Specs, price, terms and conditions produce best value.
- The lead agency has been contacted and has verified eligibility.
- There are no known vendor performance or contract compliance issues.
- The vendor is appropriately insured and licensed to do business in the State of Florida.
- The term of the agreement to be piggybacked: 1/17/2017-1/17/2022 Renew Terms: None
- Other: LCPA Purchasing Manual Section 5.3 (B)

The advantages of utilizing this method of procurement include:

Cost Savings. Explain: The Authority will be able to take advantage of competitive pricing solicited by another government agency and save administrative costs from not having to conduct its own solicitation.

Improved terms. Explain: _____

Other. Explain: _____

LEE COUNTY PORT AUTHORITY
UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Purchases at \$100,000 or more require approval of the Lee County Board of Port Commissioners.

DocuSigned by:

FA068A66127C4A5...

Approved by: _____ Date: 7/23/2021

Melissa M. Wendel, Procurement Manager, CPPO, NIGP-CPP

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>

LEE COUNTY PORT AUTHORITY

UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Date: 7/23/2021

Vendor: Tamiami Ford

Description: Fleet Vehicles

Term: Effective Date – 2/11/2022

Renewal Term: Three (3) additional, one-year renewals

Procurement Agent: Nick Diaz

Contract #: 19-7522

Board Approval Req: Yes / No

Lead Agency: Collier County

Posting Req'd: Yes / No

Single Purchase –

Total Cost: _____

Estimated Purchase -Est'd

Annual cost: \$400,000.00

Cost (this purchase): _____

Balance: _____

NOTICE OF WRITTEN DETERMINATION OF A COOPERATIVE CONTRACT OR PIGGYBACK

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

Product/Service being requested: <u>Purchase of fleet vehicles</u>
The contract has been evaluated and found to be appropriate because: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Cooperative or <input type="checkbox"/> Piggyback. <input checked="" type="checkbox"/> Competitive requirements have been met. <input checked="" type="checkbox"/> Conforms to all applicable laws and best practices. <input checked="" type="checkbox"/> Specs, price, terms and conditions produce best value. <input checked="" type="checkbox"/> The lead agency has been contacted and has verified eligibility. <input checked="" type="checkbox"/> There are no known vendor performance or contract compliance issues. <input checked="" type="checkbox"/> The vendor is appropriately insured and licensed to do business in the State of Florida. <input checked="" type="checkbox"/> The term of the agreement to be piggybacked: <u>2/12/2019-2/11/2022</u> Renew Terms: <u>Three (3) additional one-year renewals</u> <input checked="" type="checkbox"/> Other: <u>LCPA Purchasing Manual Section 5.3 (B)</u>
The advantages of utilizing this method of procurement include: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> <u>Cost Savings</u>. Explain: <u>The Authority will be able to take advantage of competitive pricing solicited by another government agency and save administrative costs from not having to conduct its own solicitation. Additionally, the Authority is receiving a 2.25% discount below dealer invoice.</u> <input type="checkbox"/> Improved terms. Explain: _____ <input type="checkbox"/> Other. Explain: _____

Purchases at \$100,000 or more require approval of the Lee County Board of Port Commissioners.

LEE COUNTY PORT AUTHORITY
UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

DocuSigned by:

FA068A66127C4A5...
Approved by: _____ Date: 7/23/2021
Melissa M. Wendel, Procurement Manager, CPPO, NIGP-CPP

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>

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY

**Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment,
Accessories**

AGREEMENT

This Agreement ("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 ALAN JAY AUTOMOTIVE MANAGEMENT, INC., a Florida corporation, authorized to do business in the State of Florida, ("Provider"), at 2003 US 27 S, Sebring, Florida, 33870, Federal Identification Number 59-3533025.

WITNESSETH

WHEREAS, Authority desires to obtain goods from Provider for the procurement of vehicles, cars, vans, SUV's, and light trucks with related accessories to meet the needs of the Authority in Fort Myers, Florida; and,

WHEREAS, Provider has entered into an agreement between Provider and Sourcewell ("Source Contractor") pursuant to competitive solicitation RFP 120716, ("Source Agreement") to provide similar goods to those required by the Authority; and,

WHEREAS, both Provider and Source Contractor have agreed that the terms and pricing of the Source Agreement may be utilized by other local governments to obtain similar goods; 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 required under this Agreement and has agreed to provide the requested goods, and states that it is qualified, willing and able to provide all such goods 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 hereby agrees to provide the goods set out in Exhibit A, attached hereto and made a part of this Agreement.

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 A, 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 ("Effective Date") and will continue on an "as needed basis" for the duration of the Source Agreement, including renewals or extensions thereof.

A purchase order must be issued by the Authority before purchase of any goods related to this Agreement.

5.0 COMPENSATION

Authority will pay for all requested and authorized goods provided in accordance with the requirements, provisions, and/or terms of this Agreement based on the schedule set forth in Exhibit B, Fee Schedule, attached hereto and made a part of this Agreement.

Authority intends to purchase the vehicles described in Exhibit B. If these vehicles become unavailable, Provider will inform Authority as to the availability of other equivalent vehicles. Authority may, but will not be required to, purchase the substitute vehicles in its sole discretion.

Notwithstanding the preceding, Provider will not make any deliveries or perform any services under this Agreement until receipt of written authorization from the Authority. Provider acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and Authority may elect to request no products or services. If the Authority authorizes delivery of products, the Authority reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose by the Authority. In the event of non-appropriation of funds by the Authority for the goods provided under this Agreement, the Authority will terminate the contract, without termination charge or other liability, on the last

day of the then current fiscal year or when the appropriation made for the then-current year for the goods covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by the 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.

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 will be in writing and will 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:

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.
2003 US 27 S
Sebring, Florida, 33870
Attention: Fleet Manager

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.

[Remainder of Page 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

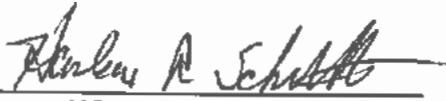
By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Port Authority Attorneys Office

Signed, Sealed and Delivered

ALAN JAY AUTOMOTIVE
MANAGEMENT, INC.



Witness



Authorized Signature for Provider




Witness

By: Chris Wilson
Printed Name

SEAL

Fleet Manager
Title





**EXHIBIT A
SOURCE AGREEMENT & SCOPE**

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: 72 Hoet LLC, DBA National Auto Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A		None taken	

Proposer's Signature:  Date: 12-5-16

NJPA's clarification on exceptions listed above:



Contract Award
RFP #120716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOCH LLC, DBA

Company Name: NATIONAL AUTO FLEET GROUP Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature:  JESSE COOPER
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017


NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Coquet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOCT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 490 ACTO CENTER DRIVE

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCOOPER@NATIONALAUTOFLEETGROUP.COM

Authorized Signature: *Jesse Cooper*

Authorized Name (printed): Jesse Cooper

Title: FLEET MANAGER

Date: 12-2-16

Notarized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: *SK*





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: National Auto Fleet Group _____

Questionnaire completed by: Jesse Cooper _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature:  Date: 12-6-16

Letter of Agreement To Extend the Contract

Between

72 Hour LLC, dba National Auto Fleet Group
490 Auto Center Dr.
Watsonville, CA 95076-3726

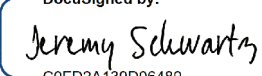
And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #120716-NAF) for the procurement of Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories and Services. This Agreement has an expiration date of January 17, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell’s members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 17, 2022. All other terms and conditions of the Agreement remain in force.

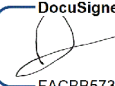
Sourcewell

DocuSigned by:
By: , Its: **Director of Operations & Procurement/CPO**
C0FD2A139D06489...

Name printed or typed: Jeremy Schwartz

Date 6/17/2020 | 1:32 PM CDT

72 Hour LLC, dba National Auto Fleet Group

DocuSigned by:
By: , Its: Fleet Manager
FACBB5730C1E467...

Name printed or typed: Jesse Cooper

Date 7/8/2020 | 4:22 PM CDT

Mr. Chris Wilson
Alan Jay Automotive Network
441 US Hwy. 27 North, Sebring, FL 33871

Authorization # 7301 Renewed

Recitals: National Auto Fleet Group, a wholly owned subsidiary of Chevrolet of Watsonville was the successful bidder on the National Joint Powers Alliance Bid Number 120716 "VEHICLES, CARS, VANS, SUV'S AND LIGHT TRUCKS WITH RELATED ACCESSORIES". **Valid until January 17th 2022**

Bid Number: 060920 "CLASS 4-8 CHASSI WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES" **Valid until August 1st, 2024**

The subsequent contract resulting from bid number 120716 does not expire until January 17, 2022 and bid number 060920 does not expire until August 1st, 2024. In an effort to provide passenger cars, light duty medium duty and heavy duty trucks with accessories, National Auto Fleet Group elected to create Alan Jay Automotive Management, Inc. an APPROVED ASSOCIATE DEALER.

Your proposal offering is hereby accepted and is awarded for: Alan Jay Nissan, Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac, Alan Jay Ford Lincoln Mercury, Inc. d/b/a Alan Jay Ford Lincoln, Alan Jay Import Center Inc. d/b/a Alan Jay Toyota, Alan Jay Enterprises of Wauchula, Inc., d/b/a Alan Jay Chrysler Dodge Jeep of Wauchula d/b/a Alan Jay Chevrolet of Wauchula, Alan Jay Ford of Wauchula, Inc., Alan Jay Chrysler Jeep, Inc. d/b/a Alan Jay Kia, Tropical Chevrolet, Inc. As an ASSOCIATE DEALER, you are now bound to terms and conditions of the ASSOCIATE DEALER AGREEMENT.

National Auto Fleet Group has selected Alan Jay Automotive Management, Inc. to conduct business within the states of Florida, Alabama, Georgia, North Carolina, and South Carolina to sell service and deliver Passenger Cars, Light, Medium & Heavy-Duty Trucks under our national contract 120716 and 060920, to any city or county, political sub-division.

ALAN JAY AUTOMOTIVE NETWORK

X 
Chris Wilson, Fleet Sales Manager

441 US Hwy. 27 North Sebring, FL 33870

NATIONAL AUTO FLEET GROUP

X 
Jesse Cooper, National Manager

490 Auto Center Drive Watsonville CA 95076



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RFP Opening

DECEMBER 8, 2016

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #120716

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #120716 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning October 21, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 7, 2016 at 4:30 p.m. Central Time at the above address and opened December 8, 2016 at 8:30 a.m. Central Time.

RFP Timeline

- October 21, 2016** **Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake Tribune within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note to OR entities: this pertains to <http://www.njpacoop.org/oregon-advertising>), in the print and online version of The State within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
- November 16, 2016** **Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**
- November 30, 2016** **Deadline for RFP questions.**
- December 7, 2016** **Deadline for Submission of Proposals. Late responses will be returned unopened.**
- December 8, 2016** **Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of | VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. |

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to |VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, | **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Automobile Category: mini, subcompact, compact, coupe, sedan, gas, diesel, hybrid, electric, alternative fuel

Utility Category: two-wheel drive, four-wheel drive, gas, diesel, hybrid, electric, alternative fuel

Van Category: cargo, passenger, gas, diesel, hybrid, electric, alternative fuel

Police, Safety and Rescue Category: mini, subcompact, compact, coupe, sedan, van, utility, truck, motorcycle, gas, diesel, hybrid, electric, alternative fuel
Truck Category: half ton, three-quarter ton, one ton, gas, diesel, hybrid, electric, alternative fuel. |

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 RFP respondents may include in their response vehicles that are larger than the vehicles listed in Section 3.17.1.1 above, provided that these offerings are merely complementary to the respondent's primary offering.

Respondents may include "related equipment, accessories, and services" in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on vehicles, cars, vans, SUVs, and light trucks and not on a respondent's ability to provide turnkey solutions by upfitting for a particular purpose.

This RFP should NOT be construed to include responses that contain school buses or city transit vehicles. Any portions of a response including such solutions will be disregarded. |

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to

obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$150 Million. Vendors are expected to anticipate additional volume of potential government, education and non-profit agencies that would find value in a NJPA national contract awarded by NJPA.**

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material

costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 For Texas motor vehicle sales, the administrative fee cannot be based on the amount purchased by a member under the contract. Accordingly, the administrative fee in such cases will be \$400 per purchase order (PO), irrespective of the number of vehicles included in the PO.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery

requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a “Hub Partner” for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and

financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The 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 NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the |VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES |industry.
- 2) Provide a detailed description of the products and services that you are offering in your proposal.
- 3) What are your company’s expectations in the event of an award?
- 4) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 5) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 6) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 7) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 8) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 9) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 10) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 11) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 12) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 15) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 16) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 17) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 18) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 19)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 20) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 21) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 22) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 23) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 24) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

25) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

26) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

27) Describe any technological advances that your proposed products or services offer.

28) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

29) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

30) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

31) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**Contract Award
RFP #120716**

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120716 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number #120716**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #120716**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #120716**

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.
- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.
- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA’s Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



ADDENDUM ONE (1)

To that certain

NJPA RFP #120716

Issued by

National Joint Powers Alliance®

For the procurement of

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Consider the following to be part of the above-titled RFP: Pre-Proposal Conference.

Because some prospective vendors may have had difficulty accessing our originally scheduled pre-proposal conference, we are providing another conference. You do not need to attend this conference in order to respond to the RFP, but it is highly recommended. It will be held **November 23, 11 a.m. CT.**

Topic: Vehicles, Cars, Vans, SUVs, & Light Trucks with Related Equipment, Accessories, and Services

Host: National Joint Powers Alliance

Date and Time:

Wednesday, November 23, 2016 11:00 am, Central Standard Time (Chicago, GMT-06:00)

Wednesday, November 23, 2016 12:00 pm, Eastern Standard Time (New York, GMT-05:00)

Wednesday, November 23, 2016 9:00 am, Pacific Standard Time (San Francisco, GMT-08:00)

Wednesday, November 23, 2016 10:00 am, Mountain Standard Time (Arizona, GMT-07:00)

Event number: 660 414 994

Registration password: This event does not require a password for registration

To view in other time zones or languages, please click the link:

<https://njpa.webex.com/njpa/onstage/g.php?MTID=e1d362d785372a206a9e12e120811c627>

To join the audio conference only

US TOLL: +1-415-655-0001

Global call-in numbers: <https://njpa.webex.com/njpa/globalcallin.php?serviceType=EC&ED=491351762&tollFree=0>

Access code: 660 414 994

For assistance

You can contact National Joint Powers Alliance at:

vidcon@njpacoop.org

<https://www.webex.com>

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

Acknowledgment of Addendum One (1) to RFP 120716 emailed on November 16, 2016.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

EXHIBIT B
FEE SCHEDULE



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

National Auto Fleet Group contract #120716-NAF pricing utilizes a percentage off MSRP/List. National Auto Fleet Group offers pricing discounts ranging from 25.86% down to 1% across 15 manufacturers depending on the model. All vehicles can come with or without up-fitting from our national supplier or your local up fitter. Inquire within.

Pricing can be obtained using two methods:

1. Online ordering process using www.NationalAutoFleetGroup.com. Once the Sourcewell member registers on the NAFG website, they then can build the desired vehicle to their specifications. The member then builds the vehicle and obtains an online quote for that specific vehicle.

2. The Sourcewell member can also reach out to National Auto Fleet Group directly (1-855-289-6572) or an approved associate dealer to have an associate help guide your agency with the appropriate vehicle's to fit your need.

2021 Quotes



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	32076-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/30/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/9/2021

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	CK31003 1WT	MSRP	\$37,800.00
	2021 CHEVY SILVERADO 3500HD REG CAB CHASSIS 4WD DRW 60"CA WORK TRUCK		Discount 21.8%

CUSTOMER ID GROUNDS FLAT BED

BED LENGTH	60" CA
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	ORDERED PRICE	\$27,270.00
MY22	2022 MODEL YEAR TO BE PROVIDED AT NO ADDITIONAL COST. MUST ORDER BY 9/30/21		\$0.00
L8T MYD	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm)(STD) Transmission, 6-speed automatic, heavy-duty (STD)(Requires L8T) 6.6L V8 gas engine.)		\$0.00
5N5	Rear Camera Kit. Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com		\$70.00
JL1	Trailer brake controller, integrated		\$270.00
PCV	WT Convenience Package includes (AQQ) Remote Keyless Entry, (AKO) tinted windows, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding and (C49) rear-window defogger, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks(Not available with (ZLQ) WT Fleet Convenience Package.)		\$1,670.00
VYU	Snow Plow Prep Package		\$295.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED		\$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS		\$0.00

	FACTORY OPTIONS	\$2,305.00
	Factory Ordered Price Including Factory Options	\$29,575.00

CONTRACT OPTIONS	DESCRIPTION	
AJ STEP REG	5 in. Slide Track Oval Running Boards - 56 in. - Black Textured Aluminum - Rocker Panel Mount with vehicle specific brackets.	\$410.00
MCV 10 FLAT	M.C. Ventures Truck Bodies: 10' Flat Bed with outside pockets and rail, 42" slat sides and rear, HB Plate, Tow Package, Strobe Plate 16 X12. (Furnished and installed by M.C. Ventures Truck Bodies, includes 2nd Stage MSO, and Completed Vehicle Certification.)	\$7,590.00
LWS 12605	All Equipment Listed in Lightning Wireless Quote 12605	\$2,681.00
TRANSPORT	TRANSPORTATION OF VEHICLE TO BODY COMPANY AND LIGHTNING WIRELESS.	\$200.00
DELIVERY	LIGHTNING WIRELESS TO DELIVER FINAL TO CUSTOMER UPON COMPLETION.	\$0.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)	\$195.00

	CONTRACT OPTIONS	\$11,076.00
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SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN	TOTAL CUSTOMER COST	\$40,651.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00

TOTAL COST LESS TRADE IN(S)	QTY	1	\$40,651.00
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Estimated Annual payments for 60 months paid in advance: \$9,104.15
 Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRIS WILSON** FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.*



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	32077-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/30/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
8/18/2021

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	CK31003	MSRP	\$42,373.00
2021 CHEVY SILVERADO 3500HD REG CAB CHASSIS 4WD DRW 60"CA WORK TRUCK			

CUSTOMER ID	GROUNDS LANDSCAPE DUMP	BASE VEHICLE PRICE	\$27,270.00
BED LENGTH	60" CA	Discount 30.2%	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
MY22	2022 MODEL YEAR TO BE PROVIDED AT NO ADDITIONAL COST. MUST ORDER BY 9/30/21	\$0.00
L8T MYD	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm)(STD) Transmission, 6-speed automatic, heavy-duty (STD)(Requires L8T) 6.6L V8 gas engine.)	\$0.00
5N5	Rear Camera Kit. Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	\$70.00
JL1	Trailer brake controller, integrated	\$270.00
PCV	WT Convenience Package includes (AQQ) Remote Keyless Entry, (AKO) tinted windows, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding and (C49) rear-window defogger, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks(Not available with (ZLQ) WT Fleet Convenience Package.)	\$1,670.00
VYU	Snow Plow Prep Package	\$295.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
		Factory Ordered Price Including Factory Options	\$2,305.00
AJ STEP REG	5 in. Slide Track Oval Running Boards - 56 in. - Black Textured Aluminum - Rocker Panel Mount with vehicle specific brackets.		\$410.00
MCV 10 DUMP	M.C. Ventures Truck Bodies: 10' Aluminum Dump Body, VC 516 SE Hoist, 48" Solid Sides, 4' Passenger side drop gate, HB Plate for Strobe 16" X 12", Tarp, Cover and Step, Tow Package Installed. (Furnished and installed by M.C. Ventures Truck Bodies, includes 2nd Stage MSO, and Completed Vehicle Certification.)		\$11,000.00
LWS 12604	All Equipment Listed in Lightning Wireless Quote 12604		\$2,681.00
TRANSPORT	TRANSPORTATION OF VEHICLE TO BODY COMPANY AND LIGHTNING WIRELESS.		\$200.00
DELIVERY	LIGHTNING WIRELESS TO DELIVER FINAL TO CUSTOMER UPON COMPLETION.		\$0.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)		\$195.00

CONTRACT OPTIONS \$14,486.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

VEHICLE TOTAL \$29,575.00

ACCESSORY TOTAL \$14,486.00

CUSTOMER PRICE \$44,061.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$44,061.00

Estimated Annual payments for 60 months paid in advance: \$9,867.85

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY

CHRIS WILSON

FLEET SALES MANAGER

chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.

I am always happy to be of assistance.



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	32083-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/30/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/9/2021

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	CK10543 1WT	MSRP	\$47,350.00
	2021 CHEVY SILVERADO 1500 CREW CAB 4WD 5.5' BED WORK TRUCK 147"WB		Discount 30.8%

CUSTOMER ID OPS #1

BED LENGTH	5
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	ORDERED PRICE	\$26,014.00
MY22	2022 MODEL YEAR TO BE PROVIDED AT NO ADDITIONAL COST. MUST ORDER BY 9/30/21		\$0.00
GAZ H1T	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK CLOTH SEAT TRIM.		\$0.00
L82 MYC	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm), Transmission, 6-speed automatic, electronically controlled		\$1,390.00
CGN	FACTORY ORDERED SPRAY ON BED LINER		\$540.00
G80	Auto-locking rear differential		\$390.00
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCI) Convenience Package, (PEB) Sierra Value Package or (ZLQ) Fleet Convenience Package. Included with (PQA) 1SA Driver Alert Package I or (PEF) 1SA 2.7L Fleet Package.)		\$220.00
KW5	HD 220 AMP ALTERNATOR		\$145.00
PCV	WT Convenience Package (QT5) EZ Lift power lock and release tailgate is deleted.) includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control		\$1,115.00
PQA	WT Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert, (V46) Chrome front bumper and (VJH) Chrome rear bumper(Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package, (C49) rear-window defogger, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (JL1) trailer brake controller and (DWI) trailer mirrors. Not available with (UD7) rear park assist or (ZW9) pickup bed delete.)		\$1,085.00
RGE	Safety Confidence Package includes (UEU) Forward Collision Alert, (UHY) Automatic Emergency Braking, (UK3) Steering Wheel Audio Controls and (UDD) Driver Information Center(Includes (K34) Cruise Control.Not available with (ZW9) pickup bed delete.)		\$385.00
VOZ	LPO, Tri-fold hard tonneau cover		\$1,095.00
Z82	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Included with (PEB) WT Value Package.)		\$390.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS		\$0.00

FACTORY OPTIONS \$6,755.00
Factory Ordered Price Including Factory Options \$32,769.00

CONTRACT OPTIONS	DESCRIPTION	
AJ STEP CRW	6" WideSider OE Xtreme II Textured black Side Steps	\$645.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)	\$195.00
LWS 12606	All Equipment Listed in Lightning Wireless Quote 12606	\$15,574.00
DELIVERY	LIGHTNING WIRELESS TO DELIVER FINAL TO CUSTOMER UPON COMPLETION.	\$0.00

CONTRACT OPTIONS \$16,414.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN	TOTAL CUSTOMER COST	\$49,183.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00

TOTAL COST LESS TRADE IN(S)	QTY	1	\$49,183.00
------------------------------------	------------	----------	--------------------

Estimated Annual payments for 60 months paid in advance: \$11,014.97
 Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRIS WILSON** FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.*



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	32111-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/1/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/9/2021

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	CK10543 1WT	MSRP	\$47,350.00
	2021 CHEVY SILVERADO 1500 CREW CAB 4WD 5.5' BED WORK TRUCK 147"WB		Discount 30.8%

CUSTOMER ID OPS #2

BED LENGTH	5
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	ORDERED PRICE	\$26,014.00
MY22	2022 MODEL YEAR TO BE PROVIDED AT NO ADDITIONAL COST. MUST ORDER BY 9/30/21		\$0.00
GAZ H1T	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK CLOTH SEAT TRIM.		\$0.00
L82 MYC	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm), Transmission, 6-speed automatic, electronically controlled		\$1,390.00
CGN	FACTORY ORDERED SPRAY ON BED LINER		\$540.00
G80	Auto-locking rear differential		\$390.00
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCI) Convenience Package, (PEB) Sierra Value Package or (ZLQ) Fleet Convenience Package. Included with (PQA) 1SA Driver Alert Package I or (PEF) 1SA 2.7L Fleet Package.)		\$220.00
KW5	HD 220 AMP ALTERNATOR		\$145.00
PCV	WT Convenience Package (QT5) EZ Lift power lock and release tailgate is deleted.) includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control		\$1,115.00
PQA	WT Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert, (V46) Chrome front bumper and (VJH) Chrome rear bumper(Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package, (C49) rear-window defogger, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (JL1) trailer brake controller and (DWI) trailer mirrors. Not available with (UD7) rear park assist or (ZW9) pickup bed delete.)		\$1,085.00
RGE	Safety Confidence Package includes (UEU) Forward Collision Alert, (UHY) Automatic Emergency Braking, (UK3) Steering Wheel Audio Controls and (UDD) Driver Information Center(Includes (K34) Cruise Control.Not available with (ZW9) pickup bed delete.)		\$385.00
VOZ	LPO, Tri-fold hard tonneau cover		\$1,095.00
Z82	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Included with (PEB) WT Value Package.)		\$390.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS		\$0.00

FACTORY OPTIONS \$6,755.00
Factory Ordered Price Including Factory Options \$32,769.00

CONTRACT OPTIONS	DESCRIPTION	
AJ STEP CRW	6" WideSider OE Xtreme II Textured black Side Steps	\$645.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)	\$195.00
LWS 12606	All Equipment Listed in Lightning Wireless Quote 12606	\$15,574.00
DELIVERY	LIGHTNING WIRELESS TO DELIVER FINAL TO CUSTOMER UPON COMPLETION.	\$0.00

CONTRACT OPTIONS \$16,414.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL CUSTOMER COST

\$49,183.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$49,183.00

Estimated Annual payments for 60 months paid in advance: \$11,014.97

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY

CHRIS WILSON

FLEET SALES MANAGER

chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	32113-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/1/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/9/2021

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	CK10543 1WT	MSRP	\$47,350.00
	2021 CHEVY SILVERADO 1500 CREW CAB 4WD 5.5' BED WORK TRUCK 147"WB		Discount 30.8%

CUSTOMER ID OPS #3

BED LENGTH	5
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	ORDERED PRICE	\$26,014.00
MY22	2022 MODEL YEAR TO BE PROVIDED AT NO ADDITIONAL COST. MUST ORDER BY 9/30/21		\$0.00
GAZ H1T	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK CLOTH SEAT TRIM.		\$0.00
L82 MYC	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm), Transmission, 6-speed automatic, electronically controlled		\$1,390.00
CGN	FACTORY ORDERED SPRAY ON BED LINER		\$540.00
G80	Auto-locking rear differential		\$390.00
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCI) Convenience Package, (PEB) Sierra Value Package or (ZLQ) Fleet Convenience Package. Included with (PQA) 1SA Driver Alert Package I or (PEF) 1SA 2.7L Fleet Package.)		\$220.00
KW5	HD 220 AMP ALTERNATOR		\$145.00
PCV	WT Convenience Package (QT5) EZ Lift power lock and release tailgate is deleted.) includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control		\$1,115.00
PQA	WT Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert, (V46) Chrome front bumper and (VJH) Chrome rear bumper(Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package, (C49) rear-window defogger, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (JL1) trailer brake controller and (DWI) trailer mirrors. Not available with (UD7) rear park assist or (ZW9) pickup bed delete.)		\$1,085.00
RGE	Safety Confidence Package includes (UEU) Forward Collision Alert, (UHY) Automatic Emergency Braking, (UK3) Steering Wheel Audio Controls and (UDD) Driver Information Center(Includes (K34) Cruise Control. Not available with (ZW9) pickup bed delete.)		\$385.00
VOZ	LPO, Tri-fold hard tonneau cover		\$1,095.00
Z82	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Included with (PEB) WT Value Package.)		\$390.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS		\$0.00

FACTORY OPTIONS \$6,755.00
Factory Ordered Price Including Factory Options \$32,769.00

CONTRACT OPTIONS	DESCRIPTION	
AJ STEP CRW	6" WideSider OE Xtreme II Textured black Side Steps	\$645.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)	\$195.00
LWS 12606	All Equipment Listed in Lightning Wireless Quote 12606	\$15,574.00
DELIVERY	LIGHTNING WIRELESS TO DELIVER FINAL TO CUSTOMER UPON COMPLETION.	\$0.00

CONTRACT OPTIONS \$16,414.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN		TOTAL CUSTOMER COST	\$49,183.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00

TOTAL COST LESS TRADE IN(S)	QTY	1	\$49,183.00
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Estimated Annual payments for 60 months paid in advance: \$11,014.97
 Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRIS WILSON** FLEET SALES MANAGER chris.wilson@alanjay.com

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Awarded Contract

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	32131-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/11/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/9/2021

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	CK10543 1WT	MSRP	\$38,200.00
	2021 CHEVY SILVERADO 1500 CREW CAB 4WD 5.5' BED WORK TRUCK 147"WB		Discount 26.1%

CUSTOMER ID Grounds Crew Chief

BED LENGTH	5.5
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	ORDERED PRICE	\$26,014.00
MY22	2022 MODEL YEAR TO BE PROVIDED AT NO ADDITIONAL COST. MUST ORDER BY 9/30/21		\$0.00
GAZ H2G	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK VINYL INTERIOR.		\$0.00
LV3 MYC	4.3L ECOTEC V6 WITH 6-SPD AUTO TRANS		\$0.00
PCV	WT Convenience Package pickup bed delete is ordered, (QT5) EZ Lift power lock and release tailgate is deleted.) includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors(When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps.Not available with (ZLQ) WT Fleet Convenience Package.(DLF) mirrors are upgradeable to (DPO) trailer mirrors.)	(When (ZW9)	\$1,115.00
PCV	WT Convenience Package pickup bed delete is ordered, (QT5) EZ Lift power lock and release tailgate is deleted.) includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors(When ordered with (PQA) WT Safety Package, (DLF) power mirrors include (UKC) Lane Change Alert with Side Blind Zone Alert and (DP6) high-gloss mirror caps.Not available with (ZLQ) WT Fleet Convenience Package.(DLF) mirrors are upgradeable to (DPO) trailer mirrors.)	(When (ZW9)	\$1,115.00
BT	BLUE TOOTH (STD)		\$0.00
BUC	FACTORY BACK UP CAMERA(STD).		\$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS		\$0.00

FACTORY OPTIONS \$2,230.00
Factory Ordered Price Including Factory Options \$28,244.00

CONTRACT OPTIONS	DESCRIPTION	
AJ STEP CRW	6" WideSider OE Xtreme II Textured black Side Steps	\$645.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)	\$195.00
LWS 12603	All Equipment Listed in Lightning Wireless Quote 12603	\$4,577.00
DELIVERY	LIGHTNING WIRELESS TO DELIVER FINAL TO CUSTOMER UPON COMPLETION.	\$0.00

CONTRACT OPTIONS \$5,417.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN		TOTAL CUSTOMER COST	\$33,661.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00

TOTAL COST LESS TRADE IN(S)	QTY	1	\$33,661.00
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Estimated Annual payments for 60 months paid in advance: \$7,538.68
 Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRIS WILSON** FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	32137-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/1/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/12/2021

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	CK10706 1LT	MSRP	\$63,325.00
	2021 CHEVY TAHOE 4WD 1LT		
CUSTOMER ID	ARFF CFR1	BASE VEHICLE PRICE	\$47,571.00
BED LENGTH	SUV		Discount 18.1%

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
MY22	2022 MODEL YEAR TO BE PROVIDED AT NO ADDITIONAL COST. MUST ORDER BY 9/30/21	\$0.00
AVAILABILITY	VEHICLE CONFIGURATION AND FACTORY OPTIONS SUBJECT TO AVAILABILITY FOR 2022 MODEL YEAR PRODUCTION.	\$0.00
LM2 MQC	Engine, Duramax 3.0L Turbo-Diesel I6, with Transmission, 10-speed automatic	\$990.00
15 MIN	ALL GM VEHICLES FOR 2021 + PRODUCTION INCLUDE AN ENGINE IDLE TIMER SHUTDOWN. THE VEHICLE WILL SHUT DOWN AFTER 15 MINUTES OF IDLING.	\$0.00
NHT	Max Trailering Package (Deletes (V03) extra capacity cooling system when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.) includes (ZL6) Advanced Trailering Package and (V03) extra capacity cooling system(Also includes (NQH) 2-speed active transfer case on 4WD models.Included with (PCI) LT Signature Package.Not available with (RGD) LT Signature Plus Package.)	\$510.00
WPL	Luxury Package includes (WPD) Driver Alert Package content, (UV2) HD Surround Vision, (UKK) Rear Pedestrian Alert, (A45) memory settings, (DXR) outside heated power-adjustable, power-folding, body-color mirrors with driver-side auto-dimming and integrated turn signal indicators, (N38) power tilt and telescopic steering column, (KI3) automatic heated steering wheel, (KA6) second row outboard heated seats, (ATT) second row power 60/40 split-folding bench seats and (AS8) third row power 60/40 split-folding bench seats(Included with (PCI) LT Signature Package and (RGD) LT Signature Plus Package. (ATT) second row power 60/40 split-folding bench seats are upgradeable to (ATN) second row power bucket seats.)	\$2,815.00
DTG	FACTORY DEEP TINT GLASS ON ALL REAR WINDOWS (STD) (Windshield, Driver and Passenger Doors Do Not have Tint)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
		Factory Ordered Price Including Factory Options	\$4,315.00
AJ BW3	B&W Tow & Stow 3-Ball Mount -2" Hitch -3" Drop, 3-1/2" Rise - 10K - Black		\$215.00
WTF SUV 3	Weather Tech floor liner system (1st & 2nd rows plus cargo area).		\$385.00
DT2 SUV	Deep tint film installed on front two door glass only.		\$170.00
RS 4	RAIN SHIELDS STICK ON STYLE 4 DOORS		\$135.00
LWS 12676	All Equipment specified in Lightning Wireless Quote 12675.		\$27,804.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)		\$195.00
		CONTRACT OPTIONS	\$28,904.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

VEHICLE TOTAL \$51,886.00

ACCESSORY TOTAL \$28,904.00

CUSTOMER PRICE \$80,790.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$80,790.00

Estimated Annual payments for 60 months paid in advance: \$18,093.64
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY CHRIS WILSON FLEET SALES MANAGER chris.wilson@alanjay.com

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Awarded Contract

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	32140-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/2/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/12/2021

REQUESTING AGENCY	LEE COUNTY PORT AUTHORITY		
CONTACT PERSON	MICHAEL GRACI	EMAIL	MGRACI@FLYLCPA.COM
PHONE	239-590-4792	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	CK20743 1LT	MSRP	\$66,695.00
2021 CHEVY SILVERADO 2500HD CREW CAB 4WD 6.5' BED 1LT DIESEL			
CUSTOMER ID	ARFF U98	BASE VEHICLE PRICE	\$43,856.00
BED LENGTH	6.5	Discount 19.9%	

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
MY22	2022 MODEL YEAR TO BE PROVIDED AT NO ADDITIONAL COST. MUST ORDER BY 9/30/21	\$0.00
AVAILABILITY	VEHICLE CONFIGURATION AND FACTORY OPTIONS SUBJECT TO AVAILABILITY FOR 2022 MODEL YEAR PRODUCTION.	\$0.00
GAZ	EXTERIOR COLOR SUMMIT WHITE.	\$0.00
H0Y	JET BLACK, PERFORATED LEATHER-APPOINTED SEAT TRIM	\$0.00
L5P MGM	Included: Engine, Duramax 6.6L Turbo-Diesel V8 B20-Diesel compatible, (445 hp [332 kW] @ 2800 rpm, 910 lb-ft of torque [1220 Nm] @ 1600 rpm)Includes (K05) engine block heater.Included with (PCK) Ambulance / Fire / Rescue Package.) Transmission, Allison 10-speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power Take-off.)	\$0.00
9L7	Upfitter switches provides 5-30 amp circuits to facilitate installation of aftermarket electrical accessories	\$145.00
CXH	Leather Package (Requires Crew Cab or Double Cab model, (PCM) Convenience Package II and (HVC) Gideon/Very Dark Atmosphere or (H0Y) Jet Black leather-appointed interior trim.Crew Cab models include (SNR) Up-level Rear Seat with Storage Package.)	\$980.00
DRZ	Rear Camera Mirror, inside rearview auto-dimming with full camera display(When ordered with (9C1) Police Vehicle,includes (CWA) Rear Camera Mirror Washer. Not available with (PQA) 1FL Safety Package.)	\$470.00
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm])(Requires (WPF) Fleet Comfort Package, (PCL) Convenience Package or (ZL6) Advanced Trailering Package.Includes (DD8) auto-dimming rearview mirror.(DD8) auto-dimming mirror will be upgraded to (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)	\$525.00
NQH	Transfer case, two-speed active.	\$195.00
PCL	Convenience Package (When ordered with (ZW9) pickup bed delete, (B1J) wheelhouse liners and (UF2) LED cargo area lighting are deleted.) includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (KI3) heated steering wheel, (N37) manual tilt/telescoping steering column, (C49) rear-window defogger, (AVJ) Keyless Open and Start, (NP5) leather-wrapped steering wheel, (N06) steering column lock, (BTV) Remote Start, (UTJ) content theft alarm, (UF2) bed LED cargo area lighting, (T3U) LED fog lamps, (B1J) rear wheelhouse liners, (AZ3) front 40/20/40 split-bench with under-seat storage, (KPA) auxiliary power outlet and (USS) 2 charge-only USB ports for second row(Not available with (WPF) Fleet Comfort Package or (B59) Remote Start Package.	\$2,345.00
PCM	Convenience Package II includes (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (IOS) Chevrolet Infotainment System with 8" diagonal color touch-screen with (MCR) USB ports, SiriusXM with 360L, (UVB) HD Rear Vision Camera, (PZ8) Hitch Guidance with Hitch View, (U1D) Advanced Trailering System, (A48) rear sliding power window and (UG1) Universal Home Remote(Requires (PCL) Convenience Package and (QT6) Power up/down tailgate or (QK2) Multi-Flex tailgate.Crew Cab models include (R70) Cloth Rear Seat with Storage Package.Not available with (ZL6) Advanced Trailering Package, (UVO) Bed View Camera, (DRC) Partial video display rearview mirror or (ZW9) pickup bed delete. Crew Cab models not available with (ANQ) Alaskan Snow Plow Special Edition or (BG9) rubberized-vinyl flooring. When ordered with (UVN) Bed View Camera, (UVB) HD Rear Vision Camera will be removed.)	\$960.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

PDZ	Z71 Off-Road and Protection Package includes (Z71) Off-Road suspension with off-road tuned twin tube shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan), (CGN) Chevytec spray-on bedliner, (AAK) All-weather Z71 floor liners, LPO, Z71 grille insert (replaces Bowtie emblem) and Z71 fender badge (replaces "4X4" decal on bed)(Requires Crew Cab or Double Cab model.Includes (PYV) 18" machined aluminum wheels and (QF6) LT275/70R18E all-terrain, blackwall tires.(PYV) 18" machined aluminum wheels and (QF6) LT275/70R18E all-terrain, blackwall tires may be upgraded to (Q86) machined aluminum wheels and (QF9) LT275/65R20 all-terrain, blackwall tires.)	\$1,690.00
PQB	Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert(Requires (DWI) trailer mirrors and either (WPF) Fleet Comfort Package or (PCL) Convenience Package. Included with (PDU) All Star Edition or (PDA) Texas Edition. Not available with (ZW9) pickup bed delete.)	\$885.00
QT6	Tailgate, gate function power up/down with power lock and release(Requires (PCM) Convenience Package II.)	\$180.00
S6L	LPO, Off-road assist steps, 3" round tubular, Black (dealer-installed)(Not available with Regular Cab model or any other assist steps.)	\$980.00
UF3	High idle switch	\$195.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS	\$0.00

		FACTORY OPTIONS	\$9,550.00
CONTRACT OPTIONS	DESCRIPTION	Factory Ordered Price Including Factory Options	\$53,406.00
TK DEFENDER-WD-SB	Topper King Defender Fiberglass Cab High topper with side access windoors for short bed pickups. Painted to Match Factory Color		\$2,505.00
WTF CRW	Weather Tech floor liner system for crew cab pick-up trucks		\$260.00
RS 4	RAIN SHIELDS STICK ON STYLE 4 DOORS		\$135.00
DT2	Deep tint film installed on front two door glass only.		\$125.00
AJ BW3 2.5	B&W Tow & Stow 3-Ball Mount -2.5" Hitch -7" Drop, 7.5" Rise - 14.5K - Black		\$325.00
LWS 12676	All Equipment specified in Lightning Wireless Quote 12676.		\$32,093.00
AJ STEP CRW	6" WideSider OE Xtreme II Textured black Side Steps		\$645.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)		\$195.00

CONTRACT OPTIONS \$36,283.00

	VEHICLE TOTAL	\$53,406.00
	ACCESSORY TOTAL	\$36,283.00
TRADE IN	CUSTOMER PRICE	\$89,689.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$89,689.00

Estimated Annual payments for 60 months paid in advance: \$20,086.65
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRIS WILSON** FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY
VEHICLE FLEET PURCHASE
AGREEMENT

This Agreement ("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 TAMIAMI FORD, INC., a Florida corporation, authorized to do business in the State of Florida, ("Provider"), at 1471 Airport Pulling Road North, Naples, Florida, 34104, Federal Identification Number 59-1480120.

WITNESSETH

WHEREAS, Authority desires to obtain goods from Provider for the procurement of new fleet vehicles to meet the needs of the Authority in Fort Myers, Florida; and,

WHEREAS, Provider has entered into an agreement between Provider and Collier County Board of County Commissioners Procurement Services Division ("Source Contractor") pursuant to competitive solicitation ITB 19-7522, ("Source Agreement") to provide similar goods to those required by the Authority; and,

WHEREAS, both Provider and Source Contractor have agreed that the terms and pricing of the Source Agreement may be utilized by other local governments to obtain similar goods; 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 required under this Agreement and has agreed to provide the requested goods, and states that it is qualified, willing and able to provide all such goods 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 hereby agrees to provide the goods set out in Exhibit A, attached hereto and made a part of this Agreement.

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 A, 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 ("Effective Date") and will continue on an "as needed basis" for the duration of the Source Agreement, including renewals or extensions thereof. This Agreement will automatically renew for three (3) additional, one-year (1) terms unless either party notifies the other in writing, not less than thirty (30) days prior to the expiration of the then current term, of its intention not to renew.

A purchase order must be issued by the Authority before purchase of any goods related to this Agreement.

5.0 COMPENSATION

Authority will pay for all requested and authorized goods provided in accordance with the requirements, provisions, and/or terms of this Agreement based on the schedule set forth in Exhibit B, Fee Schedule, attached hereto and made a part of this Agreement.

Authority intends to purchase the vehicles described in Exhibit B. If these vehicles become unavailable, Provider will inform Authority as to the availability of other equivalent vehicles. Authority may, but will not be required to, purchase the substitute vehicles in its sole discretion.

Notwithstanding the preceding, Provider will not make any deliveries or perform any services under this Agreement until receipt of written authorization from the Authority. Provider acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and Authority may elect to request no products or services. If the Authority authorizes delivery of products, the Authority reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose by the Authority. In the event of non-appropriation of funds by the Authority for the goods provided under this Agreement, the

Authority will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the goods covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by the 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.

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 will be in writing and will 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:
TAMIAMI FORD, INC.
1471 Airport Pulling Road North
Naples, Florida, 34104
Attention: General Manager

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.

[Remainder of Page 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:

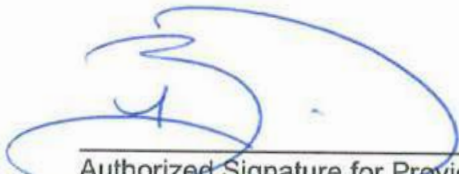
By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered

TAMIAMI FORD, INC.



Witness



Authorized Signature for Provider



Witness

By: Brian Tidwell
Printed Name

SEAL

General Manager
Title

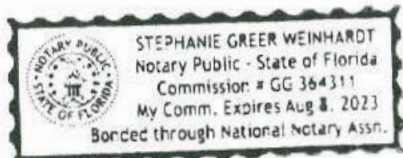




EXHIBIT A

SOURCE AGREEMENT & SCOPE

Solicitation 19-7522

Purchase of Fleet Vehicles

Solicitation Designation: Regional



Collier County

Solicitation 19-7522 Purchase of Fleet Vehicles

Solicitation Number 19-7522
 Solicitation Title Purchase of Fleet Vehicles

Solicitation Start Date Nov 26, 2018 3:55:26 PM EST
 Solicitation End Date Jan 8, 2019 3:00:00 PM EST
 Question & Answer End Date Dec 19, 2018 5:00:00 PM EST

Solicitation Contact Kristofer Lopez
 239-252-8944
 Kristofer.Lopez@colliercountyfl.gov

Contract Duration 3 years
 Contract Renewal 3 annual renewals
 Prices Good for 180 days

Item Response Form

Item 19-7522--01-01 - Discount Percentage below dealer invoice
 Quantity 1 each
 Unit Price 2.25%
 Delivery Location Collier County
No Location Specified

Qty 1

Description
 Discount Percentage off dealer invoice price

GENERAL BID INSTRUCTIONS

1. PURPOSE/OBJECTIVE

As requested by the Collier County departments or divisions identified, the Collier County Board of County Commissioners Procurement Services Division (hereinafter, the County) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful vendor will hereinafter be referred to as the "Vendor". **All bids must be submitted on the Bid forms furnished by the County noted in Attachments of this ITB. Bids may not be considered unless Bid forms are properly executed.** Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

2. PRICING

Vendors must provide prices using the unit of measure specified by the County. All prices will remain firm for a period of one hundred and eighty (180) calendar days from date of bid opening. After award by the Board of County Commissioners, prices may only be adjusted as outlined.

3. ALTERNATE BID PRICING

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price may be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed may be considered technically non-responsive and will not be considered for award.

4. EQUAL PRODUCT

Manufacturer's name, brand name and/or model number are used in these specifications for the purpose of establishing minimum requirements of level of quality, standards of performance and/or design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal or similar material. An equal or similar product may be bid, provided that the product is found by the County to be equal or similar in quality, standard of performance, design, etc. to the item specified.

Where an equal or similar is bid, the Bid must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) and test results, if applicable, of unit bid as equal or similar. Equal product samples, if required for evaluation, and at no cost to the County, the vendor must contact the Procurement Services Division for instructions on submittal. The County shall be sole judge of equality or similarity, and its decision shall be final in the best interest.

5. DISCOUNT

Any discounts or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than fifteen (15) calendar days be offered.

6. ADDENDA

The County reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and notifications shall be distributed electronically to all parties who received the original bid specifications prior to the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document. All addendums are posted on the Collier County Procurement Services Division Online Bidding System website: <https://www.bidsync.com/bidsync-cas/>. Before submitting a bid response, please make sure that you have read all documents provided, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in the rejection of your submittal.

7. BID SUBMISSION

All electronic bids shall be submitted online via the Collier County Procurement Services Division Online Bidding System: <https://www.bidsync.com/bidsync-cas/>

8. QUESTIONS

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the Procurement Strategist before the bid opening date. Direct questions related to this ITB only to the Collier County Procurement Services Division Internet website: <https://www.bidsync.com/bidsync-cas/>. Questions will not be answered after the date and time noted.

Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Procurement Services Division Online Bidding System website. For general questions, please call the referenced Procurement Strategist identified in the Public Notice.

9. PROTESTS

Any prospective vendor/bidder who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Services Division prior to the time of the bid opening strictly in accordance with the County's then current Procurement Ordinance and policies.

10. IMMIGRATION AFFIDAVIT CERTIFICATION

10.1 Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (ITB) including professional services and construction services.

(1) Exceptions to the program:

(a) Commodity based procurement where no services are provided.

(b) Where the requirement for the affidavit is waived by the Board of County Commissioners.

10.2 Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Procurement Services Division an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

10.3 Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

10.4 For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

10.5 Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, *et seq.* and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

11. LOBBYING

After the issuance of any solicitation, no current or prospective vendor or any person acting on their behalf, shall contact, communicate with or discuss any matter relating to the solicitation with any Collier County employee or elected or appointed official, other than the Procurement Services Director or his/her designees. This prohibition ends upon execution of the final contract or upon cancellation of the solicitation. Any current or prospective vendor that lobbies any Collier County employee or elected or appointed official while a solicitation is open or being recommended for award (i) may be deemed ineligible for award of that solicitation by the Procurement Services Director, and (ii) will be subject to Suspension and Debarment outlined in section Twenty-eight of County Ordinance 2017-08.

12. CERTIFICATE OF AUTHORITY TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (FL STATUTE 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

13. GENERAL INFORMATION

When it is deemed by the County that a bid cannot be awarded as originally intended, the County reserves the right to award this bid through an approach which is the best interest of the County. Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the County shall conduct a random selection (coin toss) by the Procurement Services Director before at least three witnesses.

14. BID AWARD PROCESS

Award shall be made in a manner consistent with the County's Procurement Ordinance. Award recommendations will be posted on the Collier County Procurement Services Division website.

15. RESERVED RIGHTS

Collier County reserves its right in any solicitation to accept or reject any or all bids, proposals or offers; to waive minor irregularities and technicalities; or to request resubmission. Also, Collier County reserves the right to accept all or any part of any bid, proposal, or offer, and to increase or decrease quantities to meet the additional or reduced requirements of Collier County. Collier County reserves its right to cancel, extend or modify any or all bids, proposals or offers; to award to one or more vendors; to award all or part of a solicitation; and to award by individual line items when it is deemed to be in the best interest of the County. Collier County reserves its right to reject any sole response.

16. INSURANCE AND BONDING REQUIREMENTS

16.1 The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

16.2 The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

16.3 Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

16.4 Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on

behalf of Collier County.”

16.5 The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

16.6 Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

Collier County Board of County Commissioners

Naples, Florida

16.7 The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

16.8 Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

16.9 The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

16.10 Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

16.11 If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

17. ADDITIONAL ITEMS AND/OR SERVICES

Additional items and/or services may be added to the resultant contract, or purchase order, in compliance with the Procurement Ordinance.

18. VENDOR PERFORMANCE EVALUATION

The County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

The County reserves the right to take into consideration a vendor's past performance under a prior or current County contract when it is considering the granting of a new contract, the assignment of a work order, or any

additional work. Past poor performance may result in the County deeming the vendor non-responsible and therefore refraining from awarding such work.

19. ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

- 19.1 The selected Vendor may be required to sign a standard Collier County contract.
- 19.2 The resultant contract(s) may include purchase or work orders issued by the County's project manager.
- 19.3 The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.
- 19.4 The County's project manager shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

20. PUBLIC RECORDS COMPLIANCE

- 20.1 Florida Public Records Law Chapter 119, including specifically those contractual requirements in 119.0701(2)(a)-(b) as follows:

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:

Communication and Customer Relations Division

3299 Tamiami Trail East

Suite 102

Naples, FL 34112-5746

Telephone: (239) 252-8383

- 20.2 The Contractor must specifically comply with the Florida Public Records Law to:
- 20.2.1 Keep and maintain public records required by the public agency to perform the service.
- 20.2.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 20.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- 20.2.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

21. PAYMENT METHOD

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

Purchase Order Number and description and quantities of the goods or services provided per instructions on the County's purchase order or contract. Invoices shall be sent to:

Board of County Commissioners Clerk's Finance Department

ATTN: Accounts Payable

3299 Tamiami Trail East, Suite 700

Naples FL 34112

Or Emailed to: bccapclerk@collierclerk.com

- 21.1 Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.
- 21.2 In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.
- 21.3 Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

22. ENVIRONMENTAL HEALTH AND SAFETY

- 22.1 All Vendors and Sub Vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub Vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.
- 22.2 Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.
- 22.3 All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.
- 22.4 All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

23. LICENSES

- 23.1 The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive. A Vendor, with an office within Collier County is also required to have an

occupational license.

- 23.2 All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County.
- 23.3 If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

24. SURVIVABILITY

The Vendor agrees that any Purchase Order/Work Order/Solicitation Documents that extends beyond the expiration date of the original Solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination.

25. RELATION OF COUNTY

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

26. TERMINATION

Should the Vendor be found to have failed to perform services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance. In the event that the award of this solicitation is made by the Procurement Services Director, the award and any resultant purchase orders may be terminated at any time by the County upon thirty (30) days written notice to the awarded vendor(s) pursuant to the Board's Procurement Ordinance.

27. PUBLIC ENTITY CRIME

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 vendor 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.

28. SECURITY AND BACKGROUND CHECKS

- 28.1 The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.
- 28.2 All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.
- 28.3 The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-

FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

- 28.4 CCSO requires separate fingerprinting prior to work being performed in any of their locations. This will be coordinated upon award of the contract. If there are additional fees for this process, the vendor is responsible for all costs.

29. CONFLICT OF INTEREST

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this ITB document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

30. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

31. DEDUCTION FOR NON-PERFORMANCE

The County reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

32. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

33. FLORIDA WOOD PRODUCTS

The Vendor/Contractor agrees to comply with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal.

34. STANDARDS OF CONDUCT

The Vendor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

35. PROTECTION OF PROPERTY

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the County's satisfaction, damaged property at no additional cost to the County. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

The County's project manager shall coordinate with the Vendor/Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

36. COLLIER COUNTY INFORMATION TECHNOLOGY REQUIREMENTS

All vendor access will be done via VPN access only. All access must comply with current published County Manager Agency (CMA) policies. Current policies that apply are CMAs 5402, 5403 and 5405. These policies will be available upon request from the Information Technology Department. All vendors will be required to adhere to IT policies for access to the County network. Vendors are required to notify the County in writing twenty-four (24) hours in advance as to when access to the network is planned. Included in this request must be a detailed work plan with actions that will be taken at the time of access. The County IT Department has developed a *Technical Architecture Requirements Document* that is required to be filled out and submitted with your bid response. This document can be found on the Collier County Procurement Services Division website: www.colliergov.net/purchasing. On the left-hand side of the menu, click on CC Technical Requirements. If this document is not submitted with your bid response, your bid response may be deemed non-responsive.

37. MAINTENANCE OF TRAFFIC POLICY

For all projects that are conducted within a Collier County Right-of-Way, the Vendor shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation's Design Standards (DS) on state roadways. These projects shall also comply with Collier County's Maintenance of Traffic Policy, #5807, incorporated herein by reference. Copies are available through the Risk Management and/or Procurement Services Division and are available on-line at colliergov.net/purchasing.

The Vendor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract. All costs associated with the Maintenance of Traffic shall be included on the line item on the bid page. If MOT is required, MOT is to be provided within ten (10) days of receipt of Notice of Award.

38. DEBRIS

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

39. DIRECT MATERIAL PURCHASE

39.1 The County reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the County. Any such goods and/or materials purchased by the County pursuant to such an assignment of a material supply agreement shall be referred to as "County Furnished Materials" and the responsibilities of both the County and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation. Additionally, the County at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the County may require the following information from the Vendor:

39.1.1 Required quantities of material

39.1.2 Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable

39.1.3 Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

40. GRANT COMPLIANCE

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency.

41. EQUIPMENT

Vendor shall have available and in good working condition, the necessary equipment to perform the required service. If required by the County, the Vendor shall supply a list of equipment and an hourly rate for each. Hourly

rates will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager.

In the event that additional specialized and/or heavy equipment (backhoe, crane, mudhog, etc.) is needed, the Project Manager must be notified in advance for approval. The reimbursement of additional equipment expense shall be at cost and will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager. The County reserves the right to request and obtain documentation of the Vendor's cost for time and material projects, and to withhold payments until documentation is provided.

All County-purchased equipment must be new and of current manufacture in production at the time of bid opening, and carry industry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the County.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.

42. STORAGE TANK INSTALLATION AND CLOSURE REQUIREMENTS (43-46 where applicable)

The contractor shall ensure compliance with all NFPA regulations: specifically, 110 & 30/30A; FDEP chapter 62 regulations: specifically, 761, 762, 777, and 780; 376 & 403 Florida Statutes; and STI, UL, PEI, ASME, NACE, NLP, NIST & API referenced standards pertaining to the storage of hazardous materials and petroleum products.

The contractor shall notify the Solid & Hazardous Waste Management Department (SHWMD) prior to the installation, removal, or maintenance of any storage tank, including day tanks for generators, storing / will be storing petroleum products or hazardous materials. The contractor shall provide a 10 day and 48-hour notice to SHWMD 239-252-2508 prior to commencement.

The contractor shall provide the plans pertaining to the storage tank systems containing hazardous materials / petroleum products to the SHWMD prior to plans submittal to a permitting entity and then SHWMD must approve the plans prior to contractor's submittal for permitting.

43. 62-761.300 APPLICABILITY

43.1 General Requirements:

43.1.1 Underground storage tank systems: The requirements of this Chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of UST systems with individual storage tank capacities greater than 110 gallons that contain or contained:

- (1) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984
- (2) Pollutants or hazardous substances after December 10, 1990; or
- (3) Regulated substances in unmaintained storage tank systems.

43.1.2 This rule is applicable to non-residential facilities. Under 40 C.F.R. 280, residential tanks greater than 1100 gallons containing motor fuels are subject to Federal UST rules (advisory information only-not required by this Chapter).

44. 62-762.301, F.A.C. APPLICABILITY

44.1 General Requirements:

44.1.1 Aboveground storage tank systems: The requirements of this chapter, unless specified otherwise, apply to owners and operators of facilities, or owners and operators of aboveground stationary storage tank systems with individual storage tank capacities greater than 550 gallons that contain or contained: Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984

- (1) Vehicular fuel, subject to Chapter 17-61, F.A.C., after May 21, 1984;
- (2) Pollutants after March 12, 1991; or
- (3) Pollutants in unmaintained storage tank systems.

44.1.2 Aboveground compression vessels and hazardous substance storage tank systems: Owners and operators of compression vessels and hazardous substance storage tanks with capacities of greater than 110 gallons containing hazardous substances are only required to comply with subsections 62-762.401 (1)-(2), F.A.C.

44.1.3 Aboveground mineral acid storage tank systems: Owners and operators of facilities, or owners and operators of aboveground mineral acid storage tank systems with capacities of greater than 110 gallons containing mineral acids are only required to comply with Rule 62-762.891, F.A.C.

45. **POLLUTION PREVENTION**

The vendor is required to implement industry relevant pollution prevention and best management practices. Should pollution incidents occur, Collier County Pollution Control must be notified immediately.

46. **DEFINITIONS**

62-761.200(11) and 62-762.201(16), F.A.C.: “*County*” means a locally administered program under contract with the Department to perform compliance verification activities at facilities with storage tank systems.

62-761.200(48) and 62-762.201(62), F.A.C.: “*Pollutants*” includes any “product” as defined in Section 377.19(11), F.S., pesticides, ammonia, chlorine and derivatives thereof, excluding liquefied petroleum gas.

62-761.200(51) and 62-762.201(65), F.A.C.: “*Product*” as defined in Section 377.19(11), F.S., means any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude petroleum, residue from crude petroleum, cracking stock, uncracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casing head gasoline, natural gas gasoline, naphtha, distillate, condensate, gasoline, used oil, kerosene, benzene, wash oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

62-761(73) and 62-762(84), F.A.C.: “*Vehicular fuel*” means a petroleum product used to fuel motor vehicles, including aircraft, watercraft and vehicles used on and off roads and rails.

Yes No

Certification: I certify that I am in agreement, to the best of my knowledge, with the General Bid Instructions above.



Form 7: Vendor Submittal – Local Vendor Preference Affidavit

(Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business)

- Collier County
- Lee County

Vendor affirms that it is a local business as defined by the Procurement Ordinance of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XV of the Collier County Procurement Ordinance:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: 1973

Number of Employees (Including Owner(s) or Corporate Officers): 148

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): 122

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: TAMIAMI FORD, Inc. Date: 12-7-2018

Address in Collier or Lee County: 1471 AIRPORT POLLING ROAD NORTH NAHVES, FL 34104

Signature: [Handwritten Signature] Title: GM

1.0 LOCAL VENDOR PREFERENCE (LVP)

- 1.1 The County is using the Competitive Sealed Bid methodology of source selection for this procurement, as authorized by Ordinance Number 2017-08 establishing and adopting the Collier County Procurement Ordinance.
- 1.2 Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.
- 1.3 Under this solicitation, bidders desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.
- 1.4 *Competitive bid (local price match option).* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest price bid, and the bid submitted by one or more qualified and responsive local businesses is within ten percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s), less one (1) dollar, offered by the overall lowest, qualified and responsive bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Procurement Services Division shall determine if the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087 (Preferences to businesses with drug-free workplace programs). If the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087, the Procurement Services Division shall invite the lowest local bidder to submit a matching offer, less one (1) dollar, within five (5) business days thereafter. If the lowest local bidder submits an offer that fully matches the lowest bid, less one (1) dollar, from the lowest non-local bidder tendered previously, then award shall be made to the local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Fla. Stat. Sec 287.087, and the lowest non-local bidder does, award will be made to the bidder that meets the requirements of the reference state law.
- 1.5 Bidder must complete and submit with their bid response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation. **Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for local preference on this solicitation.**
- 1.6 A Bidder who misrepresents the Local Preference status of its firm in a bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one (1) year.
- 1.7 The County may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1. PURCHASE ORDER TERMS AND CONDITIONS

1.1 Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

1.2 Acceptance and Confirmation

This Purchase Order (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

1.3 Inspection

1.3.1 All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

1.3.2 To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non conforming or otherwise rejected by the COUNTY.

1.4 Shipping and Invoices

1.4.1 a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

1.4.2 b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

1.4.3 c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

1.4.4 d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

1.5 Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it

at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

1.6 Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

1.7 Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

1.8 Statutory Conformity

1.8.1 Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

1.9 Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

1.10 Indemnification

VENDOR shall defend, indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

1.11 Warranty of Non Infringement

1.11.1 VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

1.11.2 VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

1.11.3 If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

1.12 Insurance Requirements

The **VENDOR**, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the **VENDOR**. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

1.13 Compliance with Laws

In fulfilling the terms of this Purchase Order, **VENDOR** agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, **VENDOR** acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the **COUNTY** as a material and substantial breach of the contract arising from this Purchase Order.

1.14 Force Majeure

Neither the **COUNTY** nor **VENDOR** shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When **VENDOR** has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, **VENDOR** shall immediately give notice thereof, including all relevant information with respects to what steps **VENDOR** is taking to complete delivery of the goods and/or services to the **COUNTY**.

1.15 Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the **COUNTY**. Any assignment made without such consent shall be deemed void.

1.16 Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

1.17 Annual Appropriations

The **COUNTY'S** performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

1.18 Termination

This Purchase Order may be terminated at any time by the **COUNTY** upon 30 days prior written notice to the **VENDOR**. This Purchase Order may be terminated immediately by the **COUNTY** for breach by **VENDOR** of the terms and conditions of this Purchase Order, provided that **COUNTY** has provided **VENDOR** with notice of such breach and **VENDOR** has failed to cure within 10 days of receipt of such notice.

1.19 General

1.19.1 a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida

1.19.2 b) Failure of the **COUNTY** to act immediately in response to a breach of this Purchase Order by **VENDOR** shall not constitute a waiver of breach. Waiver of the **COUNTY** by any default by **VENDOR** hereunder shall not be deemed a waiver of any subsequent default by **VENDOR**.

- 1.19.3 c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- 1.19.4 d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- 1.19.5 e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Form 1: Vendor's Non-Response Statement

The sole intent of the Collier County Procurement Services Division is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this solicitation, please indicate the reason(s) by checking the item(s) listed below and return this form via email noted on the cover page, or mail to Collier County Government, Procurement Services Division, 3295 Tamiami Trail East, BLDG C-2, Naples, FL 34112.

We are not responding to the solicitation for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s):

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____

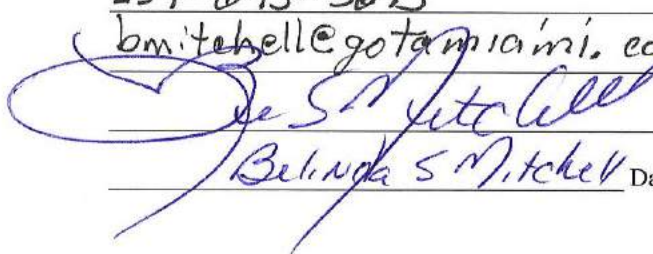
Form 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal.

Vendor should check off each of the following items as the necessary action is completed:

- The Solicitation Submittal has been signed.
- The Solicitation Pricing Document (Bid Schedule/Quote Schedule/etc.) has been completed and attached.
- All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- Any addenda have been signed and included.
- Affidavit for Claiming Status as a Local Business, **if applicable**.
- Division of Corporations - Florida Department of State – <http://dos.myflorida.com/sunbiz/> (If work performed in the State).
- E-Verify/Immigration Affidavit (Memorandum of Understanding).

ALL SUBMITTALS MUST HAVE THE SOLICITATION NUMBER AND TITLE

Name of Firm: TAMIAMI Ford, Inc.
Address: 1471 AIRPORT POLLING ROAD NORTH
City, State, Zip: NAPLES, FL 34104
Telephone: 239-643-3613
Email: bmitchell@gotamiami.com
Representative Signature:  GM
Representative Name: Belinda S. Mitchell Date 12-7-18

Form 3: Conflict of Interest Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

Biased ground rules – The firm has not set the “ground rules” for affiliated past or current Collier County project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

Impaired objectivity – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

Unequal access to information – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Firm: TAMMAMI FORD, Inc.

Signature and Date:

Print Name:

Title of Signatory:

Belinda S. Mitchell 12-7-18
Belinda S. Mitchell
General Manager

Form 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

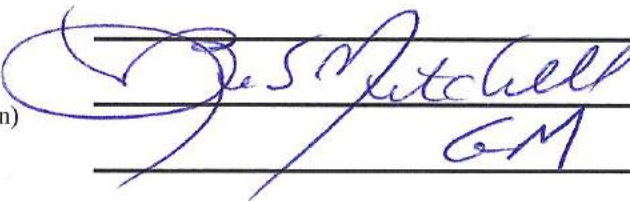
Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this solicitation submittal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced Solicitation. **Further, the vendor agrees that if awarded a contract for these goods and/or services, the vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated with work that is a result of this awarded contract.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 7 day of Dec, 2018 in the County of Collier, in the State of Fla.

Firm's Legal Name: TAMIAMI FORD, INC.
Address: 1471 AIRPORT PULLING ROAD NORTH
City, State, Zip Code: NAPLES, FL 34104
Florida Certificate of Authority Document Number: 433760
Federal Tax Identification Number: 59-1480120
*CCR # or CAGE Code: _____
*Only if Grant Funded: _____
Telephone: 239-643-3673

Signature by:  Bruce S. Mitch
(Typed and written)
Title: GM

Send payments to:
(required if different from
above)

Contact name:

Company name used as payee

Title:

Address:

City, State, ZIP

Telephone:

Email:

**Office servicing Collier
County to place orders**
(required if different from
above)

Contact name:

DOUG HOLLAND

Title:

MUNICIPAL FLEET SALES MANAGER

Address:

1471 AIRPORT POLLING ROAD NORTH

City, State, ZIP

NAPLES, FL 34104

Telephone:

239-643-3673 EXT 263 / e 239-253-7138

Email:

dholland@gotamiaini.com / hamiaini.doug@gmail.com

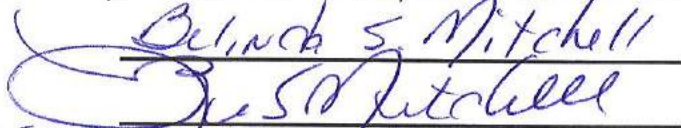
Form 5: Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Vendor's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Vendor's proposal as non-responsive.**

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal.

Company Name TAMAMI FORD, INC.
Print Name BELINDA S. MITCHELL Title GM
Signature  Date 12-7-18
State of FL
County of Collier

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Form 6: Vendor Substitute W - 9
Request for Taxpayer Identification Number and Certification

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) requires that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name <u>TAMIAMI FORD INC</u> <i>(as shown on income tax return)</i>	
Business Name <i>(if different from taxpayer name)</i>	
Address <u>1491 AIRPORT POLLING ROAD N.</u> City <u>NAPLES</u>	
State <u>FLORIDA</u>	Zip <u>34104</u>
Telephone <u>239-643-3673</u>	Email <u>bmitchellegotamiami.com</u>
Order Information (Must be filled out) Address <u>1491 AIRPORT POLLING RD. N.</u> City <u>NAPLES</u> State <u>FL</u> Zip <u>34104</u> Email <u>dholland@gotamiami.com</u> <u>tamiami.doug@gmail.com</u>	Remit / Payment Information (Must be filled out) Address <u>1491 AIRPORT POLLING RD. N.</u> City <u>NAPLES</u> State <u>FL</u> Zip <u>34104</u> Email <u>sweinhardt@gotamiami.com</u>

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
<input checked="" type="checkbox"/> Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) 391480120

(Vendors who do not have a TIN, will be required to provide a social security number prior to an award).

4. Sign and Date Form: Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature <u>[Signature]</u>	Date <u>12-7-18</u>
Title <u>GM</u>	Phone Number <u>239 643 3673</u>



**COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS**

INVITATION TO BID (ITB)

FOR

VEHICLE FLEET PURCHASE

SOLICITATION NO.: 19-7522

**KRISTOFER LOPEZ, PROCUREMENT STRATEGIST
PROCUREMENT SERVICES DIVISION
3295 TAMiami TRAIL EAST, BLDG C-2
NAPLES, FLORIDA 34112
TELEPHONE: (239) 252-8944
Kristofer.Lopez@colliercountyfl.gov (Email)**

This solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

SOLICITATION PUBLIC NOTICE

INVITATION TO BID (ITB) NUMBER:	<u>19-7522</u>
PROJECT TITLE:	<u>Vehicle Fleet Purchase</u>
LOCATION:	<u>PROCUREMENT SERVICES DIVISION, CONFERENCE ROOM A, 3295 TAMAMI TRAIL EAST, BLDG C-2, NAPLES, FLORIDA 34112</u>
DUE DATE:	<u>DATE & TIME</u>
PLACE OF BID OPENING:	<u>PROCUREMENT SERVICES DIVISION 3295 TAMAMI TRAIL EAST, BLDG C-2 NAPLES, FL 34112</u>

All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:
<https://www.bidsync.com/bidsync-cas/>

INTRODUCTION

As requested by the Fleet Management Division (hereinafter, the "Division") the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bid submittals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

The County seeks bids to facilitate purchases of new fleet vehicles for County operations. Vehicles covered under this bid are Ford automobiles, vans, sport utility vehicles, cross-over vehicles, and light/medium-duty trucks up to 33,000 pounds GVWR. Purchases of 50-80 vehicles are expected annually, however the County makes no commitment to any minimum or maximum quantity. Although most light to medium-duty fleet vehicles will be purchased from this bid, the County reserves the right to purchase from other government bids and/or government association bids, and to competitively bid specialty vehicles such as ambulances when deemed in the best interests of the County.

TERM OF CONTRACT

The contract term, if an award(s) is/are made is intended to be for three (3) years with three (3) one-year renewals.

The percentage discount below dealer invoice that was bid and awarded shall remain firm for the duration of the this contract.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

AWARD CRITERIA

ITB award criteria are as follows:

- The County's Procurement Services Division reserves the right to clarify a vendor's submittal prior to the award of the solicitation.
- For the purposes of determining the winning bidder, the County will select the vendor with the highest discount as outlined below:
 - **Highest "Percentage discount from total dealer invoice price"**
- Collier County reserves the right to select one, or more than one suppliers, award on a line item basis, establish a pool for quoting, or other options that represents the best value to the County; however, it is the intent to:
 - **Identify a single awardee**
- The County reserves the right to issue a formal contract, standard County Purchase Order, or utilize the County Purchasing

Card for the award of this solicitation.

DETAILED SCOPE OF WORK

All bidders must be a Ford Motor Company manufacturer-authorized dealership with full maintenance, warranty, and parts capabilities. The successful bidder must provide warranty service on all Ford vehicles purchased by the County without regard to the source of purchase and must provide service facilities or service capabilities convenient to Collier County operations. Convenient is defined as service facilities located within ten miles of 2901 County Barn Road, Naples, Florida 34112 or provision of timely vehicle pick-up and delivery services or provision of on-site maintenance services for warranty requirements. At least one of these capabilities must be indicated on the bid schedule. **To be considered a responsive bidder, a bidder MUST comply with one of the three warranty scenarios listed on the Bid Schedule.**

Due to the make-up of the current County fleet, parts inventory, tools, diagnostics, and training considerations, the Board of County Commissioners has deemed Ford as the manufacturer of choice for small and medium-duty vehicles. Only Ford dealerships and products will be considered on this bid.

The bid will be a percentage figure below total dealer invoice price, including model base price, factory installed options, and destination freight charges, less any National, State, or local factory fleet incentives, or any additional dealer incentives. All special additional equipment not factory installed, such as utility bodies, cranes, caution/emergency lights, bedliners, or other after-market additions installed by a subcontractor shall be billed at dealer cost as shown on the subcontractor's invoice. Copies of subcontractor invoices will be provided to the County upon delivery of the vehicle. Prices for non-factory options installed by the dealer such as window tinting, extra keys, or van shelving shall be indicated in the dealer quote for each specification. No further verification will be required for dealer installed options.

Vehicle Purchases

Purchases of individual vehicles or groups of like vehicles shall be made from an awarded dealer that meets vehicle specifications with the lowest net price after factory and dealer discounts. The County shall be the sole judge of accepting or denying any deviations from specifications. Vehicle bid prices shall include all charges including delivery/transportation, dealer preparation, fuel, pollution taxes/charges, and temporary registration fees.

Once a vehicle bid has been awarded, the County may purchase any number of vehicles with the same specifications, during the same model year, from the same vehicle bid of the awarded dealer. Vehicle bids not received during the time period designated by the County shall be considered as "no bids".

On occasions when the needs of the County are immediate or time critical, award may be made on the basis of availability rather than lowest cost.

Vehicle Bid Procedures

The Collier County Fleet Management Division shall provide the dealer(s) with vehicle specifications and designate a time period for bid response. If more than one dealer is awarded this bid, specifications shall be sent to all dealers on the same day using the same mode of transmission or transport. Bid responses shall be made in the format provided by the Fleet Management Division along with a copy of a Vehicle Order Confirmation Report or other confirming documentation provided to the Dealer by Ford Motor Company showing dealer invoice prices and copies of any subcontractor bid proposals for any after-market additions. Subcontractor bid proposals shall be listed in detail by item.

The Fleet Management Division will review all bid responses for specification compliance and bid prices to determine the awarded dealer. Award results will be announced to all bidding dealers. A County purchase order shall be issued to the dealer as official authority to order the awarded vehicle(s).

Delivery

Bidders shall have 120 days to deliver normal production vehicles and 150 days to deliver vehicles with dealer options or additional equipment. If vehicles are not delivered within these time periods, the County shall have the option of canceling the purchase order and awarding the bid to the next lowest bidder or to the bidder with the quickest availability.

All vehicles shall be cleaned, serviced (including all normal dealer preparations), and delivered to Collier County Fleet Management at 2901 County Barn Road, Naples, Florida 34112. All after-market options shall be properly installed and operational per specifications at delivery. Vehicles shall be delivered with the window sticker attached to the window or inside the vehicle when window tinting is ordered. Unless otherwise informed by the Fleet Management Division, all vehicles will be titled to Collier County Board of County Commissioners, 3299 Tamiami Trail East, Suite 700, Naples, Florida 34112; FEID 59-6000558; Tax Exemption

#85-8015966531C-1.

Vehicles shall be delivered with the following documents appropriately completed:

- a. Manufacturer's Certificate of Origin for a Vehicle
- b. Application for Certificate of Title with/without Registration
- c. Motor Vehicle Dealer Title Reassignment Supplement
- d. Temporary registration and tag
- e. Operator's Manual
- f. Warranty Certifications
- g. Original Invoice to County
- h. Factory issued dealer invoice
- i. Subcontractor invoices for after-market additions
- j. Weight certificate or affidavit showing total weight of delivered vehicle when a utility body or other significant component has been added to a truck cab and chassis.
- k. Secondary Manufacturer's Certificate of Origin as required when major body units or systems are added to an incomplete truck chassis.

VENDOR CHECKLIST

***Vendor should check off each of the following items as the necessary action is completed (please see, Form 2: Vendor Check List):

The Solicitation Submittal has been signed.

The Solicitation Pricing Document (Bid Schedule/Quote Schedule/Proposal Pricing/etc.) has been completed and attached.

All applicable forms have been signed and included, along with licenses to complete the requirements of the project.

Any addenda have been signed and included.

Affidavit for Claiming Status as a Local Business, **if applicable**.

Division of Corporations - Florida Department of State – <http://dos.myflorida.com/sunbiz/> (If work performed in the State).

E-Verify/Immigration Affidavit (Memorandum of Understanding).

Collier County
Bid Tabulation
12-5935 - Purchase of Fleet Vehicles

Bid Schedule 19-7522 Purchase of Fleet Vehicles

Description	
Highest Percentage Discount from total dealer invoice price	2.25 %
To be considered a responsive bidder, a bidder MUST comply with one of the three warranty scenarios listed.	Mark the selected option
On-site at 2901 County Barn Rd, Naples FL 34112	
By vehicle pick-up and delivery at 2901 County Barn Rd, Naples FL 34112	
At a service facility within ten miles of 2901 County Barn Rd, Naples FL 34112	<input checked="" type="checkbox"/>
Attachment 2: Vendor's Check List	<input checked="" type="checkbox"/>
Attachment 3: Bid Response Form	<input checked="" type="checkbox"/>
Attachment 7: Insurance and Bonding	<input checked="" type="checkbox"/>
Attachment 6: W9	<input checked="" type="checkbox"/>
Attachment 5: Immigration Affidavit	<input checked="" type="checkbox"/>
Attachment 4: Local Vendor Preference	<input checked="" type="checkbox"/>
Division of Corporations	<input checked="" type="checkbox"/>
E-Verify	<input checked="" type="checkbox"/>

Question and Answers for Solicitation #19-7522 - Purchase of Fleet Vehicles

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Dec 19, 2018 5:00:00 PM EST



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
TAMIAMI FORD, INC.

Filing Information

Document Number	433760
FEI/EIN Number	59-1480120
Date Filed	08/28/1973
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/10/1996
Event Effective Date	NONE

Principal Address

1471 AIRPORT PULLING ROAD NORTH
NAPLES, FL 34104

Changed: 05/01/2006

Mailing Address

1471 AIRPORT PULLING ROAD NORTH
NAPLES, FL 34104

Changed: 05/01/2006

Registered Agent Name & Address

zellers, robert t
attn r zellers
1471 airport road n
NAPLES, FL 34104

Name Changed: 01/23/2017

Address Changed: 01/23/2017

Officer/Director Detail

Name & Address

Title P, Secretary, Treasurer, Director

ZELLERS, ROBERT T
1471 AIRPORT PULLING ROAD NORTH

NAPLES, FL 34104

Title VP

ZELLERS, SHEILA M
 1471 AIRPORT PULLING ROAD NORTH
 NAPLES, FL 34104

Annual Reports

Report Year	Filed Date
2016	02/23/2016
2017	01/23/2017
2018	01/15/2018

Document Images

01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/23/2017 -- ANNUAL REPORT	View image in PDF format
02/23/2016 -- ANNUAL REPORT	View image in PDF format
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01/25/2005 -- ANNUAL REPORT	View image in PDF format
03/09/2004 -- ANNUAL REPORT	View image in PDF format
03/31/2003 -- ANNUAL REPORT	View image in PDF format
04/09/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
02/29/2000 -- ANNUAL REPORT	View image in PDF format
03/05/1999 -- ANNUAL REPORT	View image in PDF format
03/30/1998 -- ANNUAL REPORT	View image in PDF format
04/09/1997 -- ANNUAL REPORT	View image in PDF format
01/29/1996 -- ANNUAL REPORT	View image in PDF format
03/21/1995 -- ANNUAL REPORT	View image in PDF format

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TAMIAMI FORD INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1471 N AIRPORT RD	Requester's name and address (optional)
6 City, state, and ZIP code NAPLES FL 34104	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
5	9		-	1	4	8	0	1	2	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Loren Madhacher</i>	Date ▶ <i>11/15/17</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Welcome
Karen Mohrbacher

≡ MENU

Company Information

Company Name
Tamiami Ford Inc.

Company ID Number
821047

Doing Business As (DBA) Name
--

DUNS Number
071300339

Physical Location

Address 1
1471 Airport Pulling Road North

Address 2
--

City
Naples

State
FL

Zip Code
34104

County
COLLIER

Mailing Address

Address 1
--

Address 2
--

City

--

State

--

Zip Code

--

Additional Information

Employer Identification Number
591480120

Total Number of Employees
100 to 499

Parent Organization

--

Administrator

--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
441 - MOTOR VEHICLE AND PARTS DEALERS

[View / Edit](#)

Total Hiring Sites

1

[View / Edit](#)

Total Points of Contact

4

[View / Edit](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Zurich - Account Service Center 7045 College Blvd Overland Park, KS 66211 Fax: 888-734-6776 Ph: 877-225-5276	CONTACT NAME: Zurich - Account Service Center
	PHONE (A/C No. EXT): 877-225-5276 FAX (A/C No): 888-734-6776 E-MAIL ADDRESS: service.center@zurichna.com
INSURED 014662400 TAMAMI FORD, INC DBA GIANT LOT DBA TAMAMI COLLISION 1471 AIRPORT PULLING RD N NAPLES, FL 34104	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Universal Underwriters Insurance Company 41181
	INSURER B:
	INSURER C:
	INSURER D:
INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	UBRR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	EACH OCCURENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea Accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	<input type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	EACH OCCURENCE \$10,000,000 AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE -EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	OTHER THAN AUTO ONLY EACH ACC: \$500,000
A	Customer Auto - Direct Primary	<input type="checkbox"/>	<input type="checkbox"/>	321690	03/01/2018	03/01/2019	Total Policy Aggregate Limit \$33,874,350

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reason for Certificate: GENERAL LIABILITY
30 Day notice of cancellation applies, except for cancellation due to non payment of premium.
See Additional Remarks Schedule Attached

CERTIFICATE HOLDER

COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS
3295 TAMAMI TRAIL EAST - BLDG C 2
NAPLES, FL 34112
Attn:
Fax:

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 *Mark G. Kampfen*

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL REMARKS SCHEDULE

AGENCY Zurich - Account Service Center		NAMED INSURED TAMAMI FORD, INC DBA GIANT LOT DBA TAMAMI COLLISION 1471 AIRPORT PULLING RD N NAPLES, FL 34104	
POLICY NUMBER 321690		EFFECTIVE DATE: 03/01/2018	
CARRIER Universal Underwriters Insurance Company	NAIC CODE 41181		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Insured: Primary and Non-Contributory Conditions; Endorsement 0755 applies.

1. PURCHASE ORDER TERMS AND CONDITIONS

1.1 Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

1.2 Acceptance and Confirmation

This Purchase Order (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

1.3 Inspection

1.3.1 All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

1.3.2 To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non conforming or otherwise rejected by the COUNTY.

1.4 Shipping and Invoices

1.4.1 a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

1.4.2 b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

1.4.3 c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

1.4.4 d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

1.5 Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it

at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

1.6 Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

1.7 Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

1.8 Statutory Conformity

1.8.1 Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

1.9 Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

1.10 Indemnification

VENDOR shall defend, indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

1.11 Warranty of Non Infringement

1.11.1 VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

1.11.2 VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

1.11.3 If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

1.12 Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

1.13 Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

1.14 Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

1.15 Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

1.16 Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

1.17 Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

1.18 Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

1.19 General

- 1.19.1 a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- 1.19.2 b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

- 1.19.3 c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- 1.19.4 d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- 1.19.5 e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

EXHIBIT B
FEE SCHEDULE

Company Name	City	County	State	Discount
Tamiami Ford, Inc	Naples	Collier	FL	2.25%

*** The vendor is providing a 2.25% discount to the Authority, as in the prior. Tamiami Ford is a factory-authorized dealership with full warranty, maintenance, and parts capabilities.**

2021 Quotes

FORD – 2022- Police Interceptor 4 Dr. K9 #1/#2/#3

Tamiami Ford - Ron Ball 239-826-1403			
CODE #	Description	Notes	Price
K8A	Police AWD 4dr INTERCEPTOR		\$39,751.00
UM	Agate Black		
9	Cloth Bkts/Vnl Rear		
6	Ebony Black		
500A	Equip Group		
99W	3.3L HYBRID		N/C
44B	10-SPD MOD HYBRID	No Charge	N/C
17A	AUX CLIMATE CNTL		\$573.00
17T	Cargo Dome Light		\$47.00
18D	GBL Lock/Unlock	No Charge	N/C
51R	DRV LED SPT LAMP		\$394.00
47A	ENGINE IDLE		\$244.00
59E	KEYED CODE 1435X		\$47.00
76R	REV SENSING		\$259.00
85R	RR MOUNT PLATE		\$42.00
86T	RR TAILLAMP HSG		\$56.00
87R	RR View Mir/Cam	No Charge	N/C
90E	LH/RH PNLS III		\$2,979.00
	SP FLEET DISC		-\$1,263.00
OTHER		Fuel Charge	\$6.38
OTHER		Destination & Delivery	\$1,245.00
Sub Total			44,380.38
	Per Collier County #19-7522	State Concession	-\$2,100.00
		Tamiami Discount 2.25%	\$951.31
sub total			\$41,329.07
LFS	Quote #12250		\$20,167.00
tag and title	Estimated fees		\$184.55
Total Quote Amount			\$61,680.62

FORD – 2022 - Explorer Interceptor Marked Patrol Vehicle

VEHICLE B		Tamiami Ford - Ron Ball 239-826-1403	
CODE #	Description	Notes	Price
K8A	4Dr AWD Police		\$39,751.00
UM	Agate Black		
9	Cloth Bkts/Rear viynl		\$0.00
6	Ebony Black		
500A	Equip Group		
99W	3.0L EcoBoost AWD		\$766.00
44B	10-SPD Auto Trans.	No Charge	N/C
51T	SPOT LMP DR LED		\$394.00
17T	Cargo Dome Light		\$47.00
90E	Ballistic Panels LH/RH III		\$2,979.00
425	50 STATE EMISS	No Charge	N/C
17A	AUX CLIMATE CONTROL		\$573.00
47A	ENGINE IDLE		\$244.00
18D	GBL LOCK/UNLOCK		N/C
59E	KEY CODE 1435X		\$47.00
76R	REVERSE SENSING		\$259.00
85R	RR MOUNT PLATE		\$42.00
86T	RR TAILLAMP HSG		\$56.00
		Special Fleet Account Credit	-\$1,285.00
OTHER		Fuel Charge	\$6.38
OTHER		Destination & Delivery	\$1,245.00
Sub Total			\$45,124.38
		State Concession	-\$2,100.00
		Tamiami Discount 2.25%	-\$968.05
Quoted PRICE			\$42,056.33
Tag & Title			\$184.55
Lightning Wireless Quotes	# 12252		\$30,484
	TOTAL QUOTE		\$72,724.88

FORD EDGE 2021 SE

		Tamiami Ford - Ron Ball 239-826-1403	
CODE #	Description	Notes	Price
K3G	21 EGDE SE FWD		\$31,767.00
YZ	Oxford White		
C	Cloth Bkts		
E	Ebony Black		
100A	Equip Group		
999	2.0L ECOBOOST		STD
44U	8-SPD Auto Trans.	No Charge	N/C
16C	FLOOR LINERS	OPTIONAL	\$150.00
51Q	MINI SPARE TIRE	OPTIONAL	\$94.00
SP FLT DISC			<908.00>
			N/C
	STATE BATT CHARGE		\$6.50
OTHER		Fuel Charge	\$6.38
OTHER		Destination & Delivery	\$1,245.00
Sub Total			\$32,360.88
	Per Collier County #19-7522	State Concession	-\$2,500.00
		Tamiami Discount 2.25%	-\$671.87
sub total			\$29,189.01
tag and title	fees		\$339.00
LIGHTNING WIRELESS QUOTE #	12251		\$2,213
			\$31,741.01

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board rank proposals submitted for RFP 21-44NJD On-call General Repairs, Maintenance and Project Services (acting as General Contractor).</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: 5 Years</p> <p>4. WHAT ACTION ACCOMPLISHES: Competitively selects a General Contractor firm to perform construction related services under an on-call, as needed, basis.</p>	<p>5. CATEGORY: 29. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE:</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<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>Aviation</u></p>
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10. **BACKGROUND:**

Port Authority staff has the need for an on-call General Contractor (GC) for managing smaller airport construction related repairs, maintenance, facility emergencies, and project services. The basic scope of services outlined in the Request for Proposal (RFP) includes:

- All work under this contract is limited to construction projects with an estimate cost under \$300,000 and under \$75,000 for electrical projects.
- The GC will be required to seek competitive pricing/bids for all construction work, with the lowest responsive sub-trade bids awarded as subcontractors to the GC, unless approved in writing by the LCPA.
- GC may self-perform work if qualified and authorized by the LCPA under unique circumstances.
- W/MBE goal will be set for this contract to be achieved over the term of the contract.
- Limited design may be performed by or through the GC.
- Information contained in the Cost Proposal will be the basis of future contract negotiations.
- Anticipated limits to be negotiated as part of this contract are not to exceed \$100,000 per project and not to exceed \$1 million annually for all projects without prior Board approval.

On June 18, 2021, the Authority advertised Request for Proposal (RFP) 21-44NJD, On-Call General Repairs, Maintenance, and Project Services (acting as General Contractor). The advertisement appeared on lonwave.com and online with Airports Council International, Florida Airports Council, and Airport Minority Advisory Council. A non-mandatory, pre-submittal meeting was held on June 25, 2021 via a Google Meet session.

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Dave W. Amdor</i>	<i>Mark A. 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>
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Background (continued)

Three (3) proposals were received on July 14, 2021 from the following firms (listed in alphabetical order):

1. Chris-Tel Construction
2. Owen Ames Kimball Company (O-A-K)
3. Target Builders Construction Management, Inc.

A publicly noticed Staff Evaluation Committee meeting was held on July 23, 2021 to review each proposal, solicit staff comments, and to prepare recommendations for consideration by the Airports Special Management Committee (ASMC).

To assist the ASMC in their evaluation and ranking of the firms, staff has prepared the attached information summarizing the responses to the RFP. Staff's review of the RFP was completed in accordance with the Lee County Port Authority Purchasing Manual to include consideration for concurrent workload. As a result, the Staff Evaluation Committee scored the proposals as follows:

1. Chris-Tel Construction
2. Owen Ames Kimball Company (O-A-K)
3. Target Builders Construction Management, Inc.

At the August 17, 2021 ASMC meeting, staff recommended that the ASMC rank firms in accordance with Staff Evaluation Committee's review and scoring of the proposals. The ASMC approved that recommendation unanimously. Therefore, the Board is requested to approve the final ranking of proposals in accordance with the ASMC recommendation and authorize staff to begin contract negotiations with the top ranked firm.

Attachments:

Staff Summaries
Current LCPA Workload
Cost Proposal
RFP 21-44NJD
Addendum #1

STAFF EVALUATION COMMITTEE REVIEW OF RFP 21-44NJD
ON-CALL GENERAL REPAIRS, MAINTENANCE, AND PROJECT SERVICES (acting as GC)
JULY 23, 2021

CHRIS-TEL CONSTRUCTION

Firm's Experience & Support Staff:

Office: Headquarters in Fort Myers, FL

Employees: 40 full time employees, 10 – project managers, 6 - superintendents

Firm's Experience:

- J. Colin English Elementary School, Ft. Myers, FL (\$1.4M)
- Somero Training Facility Addition, Ft Myers, FL (\$489k)
- RSW Terminal Curb Pavement Markings (\$79k)
- RSW Baggage Handling/Inspection System (\$805k)
- RSW Passenger Boarding Tunnel (\$160)
- FMY Storm Water Catch Basin (\$14k)

Project Manager (PM): Brandi Schulte

PM Education: B.S. in Criminology, University of South Florida

PM Years of Experience: 6 years total, 6 years with the firm

PM Local Experience: 6 years working in southwest Florida

PM Project Experience:

- RSW Acrylic Shields – COVID (\$50k)
- RSW Gun Range Roof (\$112k)
- RSW Baggage Belt 6/7 Cast Iron Replacement (\$30k)
- RSW Nursing Station Remodel (\$32k)
- RSW Water Fountain Renovation (\$26k)
- FMY HVAC Replacement (159k)
- FMY Hangar B Roof Repair (\$101k)
- FMY Dumpster Enclosure (\$37k)

Current LCPA Workload:

Contracts:

RFB: Observation Area Handicap Parking **Year Awarded:** 2021 **Expires:** October 2021

References: Two (2) firm references received; all were favorable.

Overall Proposal: Staff felt that this was the #1 best written proposal. Chris-Tel is the incumbent, locally headquartered in Ft. Myers with general contracting experience. Proposal strengths include: prior to commencement of a contract, Firm will have no ongoing projects with LCPA; Firm & PM have extensive airport experience at RSW & FMY under a continuing service contract; presented lowest fixed cost; and overall a very good proposal presentation, demonstrating a clear understanding of LCPA goals within the boundaries set in the RFP. Proposal weaknesses include: did not provide any federally funded project experience; readability challenging with inconsistent font size.

STAFF EVALUATION COMMITTEE REVIEW OF RFP 21-44NJD
ON-CALL GENERAL REPAIRS, MAINTENANCE, AND PROJECT SERVICES (acting as GC)
JULY 23, 2021

OWEN AMES KIMBALL COMPANY

Firm's Experience & Support Staff:

Office: Corporate office in Fort Myers, FL

Employees: 48 Southwest Florida employees, 8 – project managers, 20 - superintendents

Firm's Experience:

- School District of Lee County Continuing Contract for GC Services (\$11M)
- School District of Collier County Continuing Contact for GC Services (\$28M)
- School District of Collier County Continuing Contact for CM Services (\$58M)
- Labelle Municipal Airport Terminal (\$2.3M)
- RSW Taxiway F Pavement Repair (\$91k)
- Naples Municipal Airport Runway 14-32 Rehab (\$955k)

Project Manager (PM): Abel Natali

PM Education: B.S. in Finance and Business Administration, University of Florida

PM Years of Experience: 15 years total, 15 with the firm

PM Local Experience: 15 years working in southwest Florida

PM Project Experience:

- Lehigh Acres Middle School, Lehigh Acres, FL (\$34.5M)
- RSW CCTV Security System Upgrade (\$8.2M)
- St. John XXIII Parish Life Center & Adoration Chapel (\$5.5M)
- GC High & Laurel Oaks Elementary Shared Water Tank w/ Chiller & Pumps (\$4.6M)
- Southwest Florida Community Foundation Collaboratory (\$5.2M)
- St. Cecilia's Catholic Church Parish Hall & Event Center (\$2.7M)

Current LCPA Workload:

Contracts:

LOQ: Rehabilitation of Road	Year Awarded: 2016	Expires: September 2021
LOQ: Airside Paving	Year Awarded: 2016	Expires: November 2021
LOQ: Page Field South Quad Hangar	Year Awarded: 2018	Expires: September 2023
LOQ: Rental Car Relocation Expansion	Year Awarded: 2019	Expires: March 2024

References: Two (2) firm references received; all were favorable.

Overall Proposal: Staff felt that this was the #2 best written proposal. Owen Ames Kimball Company is locally headquartered in Ft. Myers with construction management and general contracting experience. Proposal strengths include: Firm has extensive airport experience; key support staff has experience with airport projects and continuing services contracts; overall a good proposal presentation. Proposal weaknesses include: presented projects beyond the scope of work indicated in RFP; currently has 4 ongoing RSW projects; executive summary exceeded page allotment; sections not numbered; self-performance not addressed.

STAFF EVALUATION COMMITTEE REVIEW OF RFP 21-44NJD
ON-CALL GENERAL REPAIRS, MAINTENANCE, AND PROJECT SERVICES (acting as GC)
JULY 23, 2021

TARGET BUILDERS CONSTRUCTION MANAGEMENT, INC.

Firm's Experience & Support Staff:

Office: Corporate office in Fort Myers, FL

Employees: 12 employees, 5 - project managers, 3 - superintendents

Firm's Experience:

- Lee County Justice Center Renovation (\$38M)
- Lee County Downtown Jail Renovation (\$15M)
- Cypress Lake High School Reroofing, Ft. Myers, FL (\$4.3M)
- North Fort Myers High School Reroofing (\$4.1M)
- University Academy Rebuild, Panama City, FL (\$9.1M)
- Lee County Medical Examiner's Office (\$115k)

Project Manager (PM): Vito Spinella

PM Education: B.A. in Business Administration from Florida Gulf Coast University

PM Years of Experience: 11 years total, 5 with the firm

PM Local Experience: 5 years (unclear)

PM Project Experience:

- Cypress Lake High School Reroof (\$4.3M)
- Lee County Downtown Jail Renovation (\$15M)
- Lee County Medical Examiner's Office Renovation (\$115k)

Current LCPA Workload:

Contracts: No current LCPA contracts

References: Two (2) firm references received; all were favorable.

Overall Proposal: Staff felt that this was the #3 best written proposal. Target Builders is locally headquartered in Ft. Myers with construction management experience. Proposal strengths include: provided a map detailing HQ distance from RSW & FMY. Proposal weaknesses include: overall proposal presentation poor without adherence to format requirements; no clear understanding of LCPA goals; bio information disorganized; PM presented no airport experience; no statement of commitment for W/MBE program; proposal lacked detail in multiple sections.

RFP 21-44NJD

On-Call General Repair, Maintenance, and Project Services (Acting as General Contractor)

Current LCPA Workload Summary

Proposer: O-A-K/Florida, Inc. dba Owen-Ames-Kimball Company

Contracts:

LOQ: Rehabilitation of Road

Year Awarded: 2016

Duration: Expires September 2021

LOQ: Airside Paving

Year Awarded: 2016

Duration: Expires November 2021

LOQ: Page Field South Quad Hangar

Year Awarded: 2018

Duration: Expires September 2023

LOQ: Rental Car Relocation Expansion

Year Awarded: 2019

Duration: Expires March 2024

Proposer: Chris-Tel Company of Southwest Florida, Inc., dba Chris-Tel Construction

Contracts:

LOQ: RSW Observation Area Handicap Parking

Year Awarded: 2021

Duration: Expires October 2021

Proposer: Target Builders Construction Management, Inc.

Contracts:

No current LCPA contracts

PROPOSED FEES

FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN			
GENERAL CONDITION ITEM	CHRIS-TEL CONSTRUCTION	O.A.K. COMPANY	TARGET BUILDERS CONSTRUCTION MGMT
CONTRACTOR MARK-UP (%)	7%	20%	10%
Project Manager	\$75.00	\$130.00	\$95.00
Assistant Project Manager	\$50.00	\$120.00	\$55.00
Senior Superintendent	\$75.00	\$130.00	\$100.00
Superintendent	\$65.00	\$115.00	\$85.00
Administrative Support	\$40.00	\$50.00	\$50.00

r/p 21-44njd



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

REQUEST FOR PROPOSALS (RFP) 21-44NJD
for
**ON-CALL GENERAL REPAIR, MAINTENANCE and PROJECT SERVICES (ACTING
AS GENERAL CONTRACTOR) for the LEE COUNTY PORT AUTHORITY**

RELEASED: June 18, 2021

DESIGNATED PURCHASING OFFICE CONTACT

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

NON-MANDATORY PRE-PROPOSAL MEETING

June 25, 2021 • 11:00 a.m., local time

QUESTIONS/CLARIFICATION REQUEST DEADLINE

July 2, 2021 • 5:00 p.m., local time

PROPOSALS DUE

July 14, 2021 • 2:00 p.m., local time

NOTICE OF COMPETITIVE OPPORTUNITY

Lee County Port Authority (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 perform the 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 questions and requests for 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 **Friday, June 25, 2021 at 11:00 a.m., local time**. The meeting will be conducted remotely through Google Meets. Potential Proposers are encouraged to attend the Google Meet. 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 only be attended remotely through Google Meets.

To access the meeting use this link:

meet.google.com/jhi-godv-sjh

Phone: (US) +1 612-392-3798 | PIN: 918 234 265#

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, July 2, 2021, by 5:00 p.m. local time. All inquiries, suggestions or requests pertaining to this RFP 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 Proposers, while ensuring an expeditious selection process.

PUBLIC OPENING OF PROPOSALS

The Authority is accepting electronic submissions in IonWave until Wednesday, July 14, 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/nvk-sfso-pkt or by phone: (US)+1 225-443-9027 | PIN: 944 509 024#

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 uploaded 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 (RFP). 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, its 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 Notice of Competitive Opportunity 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 ELECTRONIC SUBMISSION OF SEALED PROPOSALS

The Authority is accepting electronic proposals in IonWave at <https://flylcpa.ionwave.net>. Submittal of proposals prior to the deadline is solely and strictly the responsibility of the Proposer. 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 take all necessary steps to ensure its proposal is submitted in IonWave prior to the stated time and date for opening of proposals. All proposals submitted pursuant to this competitive solicitation will become the sole property of the Authority.

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.

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 PRE-PROPOSAL MEETING

If applicable, a pre-proposal meeting will be held on the date and time specified on the cover page of this RFP. The cover page will also note if the pre-proposal 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-proposal meeting that has been deemed non-mandatory; it is strongly advised and encouraged. Conversely, attendance is mandatory for pre-proposal meetings that are indicated as mandatory on the cover page of this RFP. A Proposer's failure to attend a mandatory pre-proposal meeting will result in its proposal being considered non-responsive.

The purpose of the pre-proposal meeting is to discuss the requirements and objectives of this RFP, to answer any questions potential Proposers have about the RFP, and to answer any general questions about the Authority. At the pre-proposal 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 RFP. All prospective Proposers are encouraged to obtain and review the RFP documents prior to the pre-proposal meeting in order to be prepared to discuss questions or concerns about the requirements of the Authority.

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

A.05 QUESTIONS AND CLARIFICATION PERIOD

It is the responsibility of each Proposer before submitting a proposal to (a) examine the RFP 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 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 Request 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.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 the RFP to determine if addenda to the RFP were issued and, if issued, to acknowledge and incorporate the 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 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.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 the Proposer in preparing its proposal confers no right of withdrawal or modification after the date and time fixed for the public opening.

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, Chapter 607, Florida Statutes, the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes, the Florida Partnership Laws at Chapter 620, Florida Statutes, or the Professional Services Corporation and Limited Liability Company Act at Chapter 621, Florida Statutes, as applicable, prior to the date and time set for the public opening.

A.13 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 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 PROPOSER OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS PROHIBITION ARE AUTOMATICALLY DISQUALIFIED FROM CONSIDERATION.

A.14 SCRUTINIZED COMPANIES

The Authority will have the option to immediately terminate any Agreement resulting from this Request for Proposals, in the exercise of its sole discretion, if a Proposer is found to have submitted a false certification under section 287.135(5) Florida Statutes, 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 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 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

In accordance with section 448.095(2), Florida Statutes, 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 subconsultant, the subconsultant must provide the successful Proposer with an affidavit stating that the subconsultant 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 any agreement which may result from this RFP. If the successful Proposer develops a good faith belief that any subconsultant with which it is 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 Proposer will terminate the contract with the subconsultant. Failure to do so will result in termination of the agreement resulting from this RFP, if any.

If the Authority develops a good faith belief that the successful Proposer 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 or 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 Authority will terminate any agreement resulting from this RFP. 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.

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 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 DISADVANTAGED AND/OR MINORITY OWNED BUSINESS ENTERPRISE:

The Authority has established Disadvantaged Business Enterprise (DBE) and Women and Minority-Owned Business Enterprise (W/MBE) Programs for the purpose of increasing contracting and procurement opportunities for DBEs and W/MBEs and is firmly committed to effectively implementing its DBE and WMBE Programs.

It is the policy of the Authority that DBEs and W/MBEs have full and fair opportunity to compete for and participate in the performance of contracts on federally funded and non-federally funded Authority capital projects including the provision of materials and supplies. The Authority will encourage all current and prospective contractors, consultants, subcontractors, and sub-consultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and W/MBEs and to encourage the development of existing and new DBEs and W/MBEs.

A.20 PUBLIC RECORDS AND DISCLOSURE

Proposals made pursuant to this Request for Proposals and received by the Authority are public records under Florida law, and will be subject to public inspection 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, the 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 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.

In accordance with sections 119.071(3) and 331.22, Florida Statutes, 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 services to be acquired through this RFP, Proposers agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

A.21 TRADE SECRETS

As stated above, 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 Chapter 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 information by this RFP constitutes a trade secret under 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 secrets. In addition, the Proposer 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, 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) 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 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.22 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 grants documents or in the law, rules and regulation governing the grants, including federal or state cost principles, must be satisfied. To the extent that federal or state cost principles differ from those of the Authority, the cost principles of the grantor will be used.

A.23 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 as negotiated by the parties and where any alternatives to the terms of the RFP provide best value, are desirable to the Authority, and the parties agree to such terms.

A.24 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.25 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.26 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.27 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES

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 agreements entered into utilizing this method.

A.28 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.29 FINANCIAL RESPONSIBILITY

During the evaluation process Proposers 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 accepted accounting practices and are to be signed by an independent certified public accountant and provided to the Authority within ten calendar days of request by the Authority.

A.30 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]

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PART B SCOPE OF SERVICES

B.01 INTRODUCTION

The Lee County Port Authority (Authority) invites the submission of proposals from interested and qualified, and properly licensed Proposers to provide services for On Call General Repair, Maintenance and Project Services (Acting as General Contractor) for the Lee County Port Authority at Southwest Florida International Airport and Page Field Airport. The Authority intends to enter into an agreement with a single firm to provide these services.

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 WORK AUTHORIZATION

The Proposer is responsible for scheduling and coordinating all services requested and authorized by the Authority through a Work Authorization. Work Authorizations will be issued to the Proposer in the format included herein as Exhibit A. At the request of the Authority, the Proposer will submit a detailed scope of work and quote. The detailed scope of work must include at a minimum:

- A statement of the work to be accomplished
- Discussion of the method of operation, type of equipment, key personnel and subcontractors
- How quality of materials and workmanship will be established and maintained
- Any additional design requirements
- Special considerations
- Schedule and key milestones
- Units of work with detailed itemized labor hours and material costs per each unit
- Mark up costs on material and subcontractors
- Costs for performance and payment bonds, if required.

The Work Authorization will establish a not-to-exceed cost for the work to be performed. The not-to-exceed cost will be based on the actual hours needed to accomplish the work multiplied by

the hourly rates of the personnel performing the work. Any equipment, material, permit, testing, or subcontractor costs must be identified on the Work Authorization along with the negotiated mark-up rate.

The Proposer is expected to perform services required pursuant to the Work Authorization during normal business hours, unless directed otherwise, and must coordinate all service activities with the Authority's designated representative. The Authority, at its discretion, may require some services to be performed in the evening or early morning hours so as not to negatively impact on-going airport operations. All work must be performed so as not to unduly interfere with the operations of the airport or with the Authority, airline, tenant or passenger activities

Proposer will remain responsible for the successful, timely and economical completion of all authorized work in a manner satisfactory to the Authority.

The Authority reserves the right to assess liquidated damages in the event of the Proposer's inability to perform services in accordance with the approved Work Authorization.

B.04 REQUIRED SERVICES

As requested by the Authority the Proposer, acting as general contractor, will furnish and perform services with a maximum dollar value of \$300,000 per project or for electric work, a maximum dollar value of \$75,000 per project, not to exceed one million dollars per year.

Services will be performed at the Southwest Florida International Airport (RSW) and Page Field Airport (FMY) and will include all labor, materials, equipment, supervision, tools, accessories, apparatus, methods, expertise, incidentals, resources, and services as specified herein and normally expected to satisfactorily perform authorized work.

The Authority requires an on-demand General Contractor (Proposer) to perform On-Call General Repair Services, Maintenance Services, Project Services, and Miscellaneous Services as follows:

- **ON-CALL GENERAL REPAIR, MAINTENANCE, AND PROJECT SERVICES**
 - Make and manage planned and emergency repairs
 - Perform planned maintenance work
 - Oversee project work for small to medium construction projects on short notice and oversee and coordinate with subcontractors in various disciplines
- **MISCELLANEOUS SERVICES**
 - Prepare rough order of magnitude estimates for budgetary purposes
 - Provide recommendations and estimating for proposed future project work considering constructability, maintainability, LEED issues, and life cycle and energy costs
 - Evaluate plumbing and roof assets and make recommendation for repair/maintenance by others

A. On-Call General Repair and Maintenance Services:

Proposer will furnish, on an as-needed basis, on-call general repair and maintenance services to include, repairs to restore existing property and infrastructure to a safe and functional condition, and maintenance work to perform preventative or corrective action necessary to maintain existing property or infrastructure in an operational state or to reserve the facility from failure or decline. With the approval of the Authority, services may be self-performed by the

Proposer or the Proposer may coordinate, manage and oversee subcontractors responsible for performing the services.

General Repair and Maintenance Services work may include electrical, mechanical and plumbing services, concrete and masonry, painting services, fire, health/safety/life, and other miscellaneous work as may be necessary and as may be performed on an as needed basis. Such work will be required to be completed by the dates specified in the Work Authorization approved by the Authority (Exhibit A).

Additionally, the Proposer may be tasked to perform evaluations of Authority assets; and based upon observation, the Proposer will provide recommendations of preventative maintenance work that is required to properly maintain the assets.

Examples of on call services that may be performed include, but are not limited to:

- Power-washing
- Repair of hose bib leak
- Repair leaking pipe in the Federal Inspection Services area
- Roof repair
- Renovate office space

B. Project Services:

Project Services may include miscellaneous general small and medium construction projects that need to be completed quickly, or that are required to be performed quickly in response to emergency situations; which may include but are not limited to, minor renovation, retrofits, remodeling, rehabilitation, design, new installations or enhancement projects, and multiple projects intended to supplement and support overall facility improvement programs for a variety of facilities and systems at the Southwest Florida International Airport and Page Field Airport.

Examples of project services that may be performed include, but are not limited to:

- Design, construct and install security platforms for TSA lanes
- Design and build disabled parking spaces in the observation lot
- Design and construct a sidewalk
- Install ticket counter protective shields

Project services may involve multiple trades. The Proposer will be required to provide three (3) written quotes for all project services work estimated to cost greater than \$10,000. Written quotes must be itemized and include:

- Number of hours by trade to complete the project
- Hourly rate by trade
- Number and types of employees required
- Itemized estimated parts and material costs
- General conditions
- Markup
- Number of calendar days to complete the work

The Proposer is responsible to ensure it has complete information to obtain quotes and submit the not-to-exceed pricing for the work to be performed through an approved Work Authorization.

No work is to be performed without an approved Work Authorization issued by the Authority's Contract Administrator.

The Proposer will be responsible for scheduling and conducting pre-project and project coordination meetings as necessary to ensure continued progress of the work. The Proposer will prepare agendas for these meetings, including items such as overall project issues, previous meeting reviews, project status updates, field observations, problem identification and decisions, subcontractor coordination, phasing and scheduling, progress monitoring, maintenance of quality controls and work standards, safety and security issues, operational coordination and related items. The Proposer will maintain a list of attendees and prepare minutes for these meetings.

C. Miscellaneous Services:

The Proposer may be tasked to work with the design professional during the design phase of an upcoming project by providing constructability reviews, value analysis or other pre-construction services. The Proposer's involvement will help guide design decisions that will result in projects that can be executed in the most efficient manner possible.

B.05 SERVICE REQUEST RESPONSE TIME

A. On Call General Repair and Maintenance Services

The Authority's Contract Administrator or designee will contact Proposer and describe the nature of the maintenance or general repair work required.

At the Authority's request, the Proposer must respond via email or phone call within one (1) hour in the event of non-scheduled, immediate or urgent services which can occur at any time twenty-four (24) hours a day, three hundred sixty-five (365) days a year. For non-urgent or routine services, the Proposer must respond via email or phone call within four (4) business hours.

The Proposer must submit a written quote containing a detailed scope of the work to be performed, along with itemized pricing and the required amount of calendar days to perform the work to the Authority for review.

In the event the Authority requires additional information or otherwise does not approve of all or part of any of the Proposer's written quote or submittals, the Proposer will be required to revise and resubmit such documents to the Authority within one (1) business day for re-review.

If the Proposer proposes the use of subcontractors to perform any of the general repair or maintenance services work, in addition to the scope, schedule and quote, the Proposer is required to also present a list of subcontractors and suppliers that will perform work and indicate the type and percentage of work to be performed.

The Authority will advise if its objects to the use of any subcontractor or supplier. In the event the Authority has a reasonable objection to a subcontractor or supplier, the Proposer and Authority will discuss the objection and determine an appropriate course of action.

Once the Authority approves the written quote, detailed scope of work to be performed and schedule, acceptance will be made by issuance of an executed Work Authorization, attached as Exhibit A.

B. Project Services

The Authority's Contract Administrator or designee will contact the Proposer and describe the nature of a particular minor renovation, retrofit, remodel, rehabilitation, design, new installation

or enhancement project. Within one (1) business day, the Proposer must schedule the initial planning action with any necessary subcontractor(s) within time constraints indicated by the Authority's representative.

Following the initial data gathering, the Proposer will present a written quote along with a detailed scope of work. For Project Services, a detailed schedule will also be required prior to issuance of the Work Authorization.

In the event the Authority does not approve of all or any of the submittals, the Proposer will be required to revise and resubmit such documents within two (2) business days.

In addition to the scope, schedule and quote, the Proposer must also present a list of subcontractors and suppliers that will perform work and indicate the type of work to be performed. The Authority will advise if its objects to the use of any subcontractor or supplier. In the event the Authority has a reasonable objection to a subcontractor or supplier, the Proposer and Authority will discuss the objection and determine an appropriate course of action. Acceptance of the complete quote will be made by issuance of an executed Work Authorization, attached as Exhibit A.

C. Miscellaneous Services

The Authority's Contract Administrator or designee will contact the Proposer to request the performance of miscellaneous services. The Proposer must acknowledge receipt of the Authority's request within two (2) business days.

The Proposer must submit a written quote based upon established hourly rates, a detailed scope of services to be performed and the required amount of calendar days to perform the work to the Authority for review. In the event the Authority does not approve of any or all of the submittals, the Proposer will be required to resubmit for Authority review within one (1) business day. Approval of the scope of work to be performed and the cost and schedule for completion will be made by issuance of an executed Work Authorization, attached as Exhibit A.

B.06 CONDITIONS

The services to be provided by the Proposer will include, but not be limited to, the conditions set forth below:

- Complete all authorized urgent, critical and non-critical service maintenance and repair requests during all hours (24/7/365).
- Ensure the timely, effective, and successful completion of all authorized work.
- Verify subcontractor licensing and certifications are current and active prior to retaining the services of a subcontractor to perform services.
- Obtain permitting, as necessary, to complete the authorized work before beginning project services work pursuant to any authorized Work Authorization.
- Obtain written competitive quotes/bids for all services estimated to cost more than \$10,000. Subcontractor selection should be based on the lowest quote/bid.
- Manage project services activities for a variety of trades, to include on-site management. Ensure parts, material and equipment suppliers are providing items consistent with the requirements of the Work Authorization.

- The Proposer may self-perform services with prior written authorization by the Authority for individual tasks and projects.
- Schedule and conduct pre-project and project coordination meetings.
- Identify and propose as an itemized cost, to include operational impacts and expenses, all General Condition items necessary to effectively and efficiently complete the proposed task or project.
- Prepare task and project logs, reports, and meeting minutes for each Work Authorization.
- Ensure compliance with the Proposer's quality assurance program for all services rendered under this agreement.
- Perform quality testing and inspections for all project services.
- Obtain necessary permits and schedule inspections for all project services, as applicable.
- Arrange for design services (drafting, environmental, architectural and/or engineering) as may be necessary for purposes of obtaining permits, as required by regulation or as requested by the Authority. And, during performance of the work, coordinate with the design services provider as necessary to address project issues.
- Manage and direct subcontractor activities during all phases of work.
- Maintain quality service controls and safety programs.
- Ensure accurate and adequate, invoice documentation.
- Ensure compliance with Proposer safety programs.
- Document and provide all warranty and guarantee information for all labor, parts, materials and equipment to the Authority at the completion of all tasks and projects.
- The Authority's DBE and W/MBE goals will be established on a task-by-task basis after award of the prime contract based on funding, availability of workforce, specialization of required services, etc. Typically these goals are between ten percent (10%) and twenty percent (20%).

B.07 SOLE POINT OF CONTACT/PROJECT MANAGER

The Proposer must designate a qualified primary direct employee who will serve as its Project Manager for the Authority under the contract resulting from this RFP. The Proposer's Project Manager will be responsible for the timely provision of all task and project services, and will serve as the single point of contact for the Authority's Maintenance Department (RSW and FMY) and Contract Management Department for activities relating to the agreement. The Proposer's Project Manager must be properly badged at all times consistent with airport security identification criterion, and will be the person designated to manage all authorized on-call and project tasks, and must be available throughout the term of the agreement.

B.08 PERSONNEL AND SUPERVISION

The Proposer must furnish competent, fully trained, and licensed personnel consisting of qualified Proposer employees and/or authorized subcontractors who can work productively with limited supervision to perform all phases of work as may be requested under the agreement. The Authority may require the Proposer to remove from the airport(s) any individual(s) whose presence is inconsistent with existing procedures or the Authority's interests in the Authority's

sole determination. The Proposer will notify the Authority in writing of any changes in personnel assigned to perform work under this agreement.

Proposer must ensure all personnel, including subcontractors, adhere to the following requirements:

- Abide by all state and federal regulations pertaining to the wages, hours, and working conditions of its employees, to include, but not be limited to, the Florida Human Relations Act, the Federal National Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- Abide by Lee County Ordinance 94-09, as amended, the Airport Rules & Regulations Ordinance.
- Maintain a drug-free workplace within the meaning of the Florida Drug-Free Workplace Act and require employees to be drug tested upon reasonable suspicion of drug use.
- Ensure its officers, personnel, guests, subcontractors, and those doing business with Proposer comply with the rules and regulations of Authority.
- Maintain an updated list of personnel with the names, hire dates and position of employees who perform duties associated with the Contract.
- Pay any fines levied against the Airport and Authority caused by the activities of its Personnel, at no cost to Authority.
- Ensure personnel possess a valid Florida driver's license if operating a motor vehicle on Airport roadways, be covered by Proposer's insurance and receive Authority vehicle area training, as applicable
- Ensure personnel are Airport security badged and meet all Authority and Homeland Security requirements. Additionally, certain personnel will have authorized access to service the Customs and Border Protection international arrivals processing areas. Such personnel must comply with all requirements prescribed by the Customs and Border Protection.
- Control Airport security badges issued to personnel and pay all associated costs, fines and fees at no cost to Authority. An individual who quits or is terminated must return their security badge to Authority within one week of separation or termination. Notification of employee's change of status must be reported to the Authority badging office immediately. No Personnel will be allowed to work at the Airport Terminal Facilities without a valid security badge. In cases where verification of an employee's background is difficult or impossible, the individual may NOT be hired on a temporary basis.
- Be solely responsible for the safety, conduct and performance of its employees and take all necessary steps to terminate employees who participate in acts of misconduct. Immediately, upon written notice by Authority, Proposer will remove from its payroll at the Airport, any employee who participates in unsafe and/or illegal acts, who violates Authority rules and regulations or who, in the opinion of Proposer or Authority, is otherwise detrimental to the public.
- Repair any property damage caused by personnel through abuse, neglect, or misuse of equipment or supplies and considered other than normal wear and tear, at no cost to Authority.

B.09 SUBCONTRACTED SERVICES

The Proposer is fully responsible to oversee and manage all subcontractors tasked with performing on-call general repair and maintenance services and/or project services. The Proposer must submit a list of subcontractors it intends to use for Authority approval. Approval will not be unreasonably withheld; however, the Proposer may not utilize the services of any subcontractor that the Authority has an objection to. The Authority must be made aware of any changes in subcontractors throughout the term of the agreement.

The Core Trade Subcontractor categories include, but are not limited to the following trades:

- On-call Electrician Services
- On-call Plumbing Services
- On-call Roofing Services
- On-call Mechanical Services
- On-call Life Safety, Fire alarm and/or Fire protection
- On-call Controls and Automation
- On-call Miscellaneous Contracting Services

B.10 SITE CONDITIONS

The Proposer and its subcontractors are responsible for removing all debris from and around all work areas and cleaning all affected areas. The Proposer and its subcontractor(s) must keep the premises free from debris and unusable materials resulting from its work and as work progresses, or upon request of the Authority's representative, and leave the work site in a clean and neat condition as determined appropriate by the Authority's representative.

B.11 OBSERVATIONS BY THE AUTHORITY

On-site observation and monitoring of work being performed in accordance with a Work Authorization will take place at the discretion of the Authority. The Authority Contract Administrator or designee will inspect, monitor and/or review any particular area as determined necessary and appropriate. The Authority's Contract Administrator or designee must accept all work prior to submission of any pay applications.

B.12 SERVICE DEFICIENCIES

The Authority will advise the Proposer's Project Manager of service deficiencies that require correction. The Authority reserves the right, however, to take corrective action as it deems appropriate and necessary and to deduct related expenses from any payments due in the following situations:

- Any safety hazard, security vulnerability, or operational complication caused by the Proposer and/or subcontractor personnel and not immediately corrected, as deemed appropriate by the Authority's representative.
- Failure by the Proposer to take any action in the time frame stated by the Authority at the time the service deficiency was reported the Proposer by the Authority.

- Failure of the Proposer to acquire task or project sign-off from the Authority's designated representative.

B.13 SAFETY AND SITE SECURITY

The Proposer's employees and authorized subcontractors performing services on the Authority's property are required to comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Proposer and authorized subcontractors must take all necessary precautions for the safety of the employees and general public at the Airports, and must erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workers and public. The Proposer and subcontractor(s) must place barricades and/or post signage warning against hazards in and around the work site(s), or furnish acceptable noise reduction barriers, enclosures, or similar protective measures as determined necessary and appropriate by the Authority.

The Proposer must arrange for all support items and/or services necessary to complete any work being performed in accordance with a Work Authorization, including, but not limited to water service, sanitary facilities, fencing and barricades, work site protection and/or enclosures, security, site cleaning and waste disposal, signage, project identification, and any other reasonable project related items as may be requested by the Authority or required by law.

The Proposer is responsible for site security and is required to protect the site from unwanted intrusion.

B.14 TERM OF AGREEMENT

The Authority intends to enter into an Agreement with the successful Proposer to provide services on an as-needed basis for a period of five (5) years. The anticipated date of commencement of services for this agreement is February 1, 2022 with an intended expiration date of January 31, 2027.

B.15 INVOICING

The Proposer must submit all requests for payment relating to services performed under each Work Authorization, including subcontracted services and materials, directly to the Authority's Contract Management Department.

Invoices from the Proposer must contain sufficient details of services performed by the Proposer and subcontractor(s), including the number of labor hours for each trade or discipline of labor, parts and materials furnished, general condition items, and heavy or other equipment used, as applicable. Proposer must submit the Work Authorization and written confirmation of satisfactory project completion by the Authority with all pay applications.

No invoicing will be accepted in advance of completion of the stated work. The invoice must be accompanied by any applicable status reports, certified original material and/or workmanship warranties or guarantees, completed permits with applicable sign-offs, construction lien releases, OEM operating manuals, and related task or project closeout documents.

B.16 PARKING

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

B.17 COMPLIANCE WITH ALL LAWS

The Proposer is presumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and orders issued regarding work and under the Agreement. The Proposer must obtain all necessary permits. The Proposer must comply with all Federal EPA and State of Florida DEP standards, requirements, and guidelines. It is the responsibility of the Proposer to ensure all subcontractors adhere like requirements.

B.18 UNIFORMS

The Proposer's and subcontractor's employees must be attired in uniforms or other identifying standardized clothing, presenting a neat and professional appearance at all times when on duty and any on-site project supervisors must clearly identify the name of the company and of the employee on the front of the uniform. Any equipment, protective apparel, or product application devices used must also present a neat and professional appearance. Badges must be worn at all times as indicated in the security training.

B.19 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE

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

Any work being conducted within the AOA or that may be in an area requiring access through, or around the AOA will be coordinated in advance with the Authority's Contract Manager. At no time may the Proposer access these areas on its own without prior coordination and/or escort.

B.20 QUALITY GUARANTEE / WARRANTY

The Proposer will guarantee material and workmanship without disclaimers, to include all labor, parts, material, and equipment for a minimum of twenty four (24) months from the date of final acceptance by the Authority.

If any product utilized by the Proposer 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 Proposer must 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.

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 Proposer will refund, to the Authority, any money which has been paid for the same.

The proposal must include quality guarantee/warranty in accordance with this section. No additional compensation will be made to the Proposer for providing a quality guarantee/warranty.

[END OF PART B]

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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 must be organized in the same order and following the same format as listed below**, identifying the Proposer's response to each specific item.

SECTION 1 – EXECUTIVE SUMMARY & TABLE OF CONTENTS

Provide an Executive Summary on company letterhead that includes a discussion and understanding of the Authority's goals and objectives. The executive summary must be signed by the person or persons authorized to bind the Proposer in an agreement 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 meet the following minimum qualification requirements:

1. Proposer must be registered with the State of Florida, Division of Corporations, to do business in Florida at the time the proposal is submitted.

Authority requests a copy of Proposer's registration; however, the Authority will verify registration.

2. If Proposer is submitting as a joint venture, the Proposer must have an approved filing from the Florida Department of Business and Professional Regulation.

Provide a copy of the Proposer's approved filing with the Florida Department of Business & Professional Regulation.

3. The Proposer must possess a valid, current General Contractor or Certified Building Contractor license issued by the Florida Department of Business and Professional Regulation.

Provide a copy of Proposer's Certified General Contractor or Certified Building Contractor issued by the Florida Department of Business & Professional Regulation.

4. The Proposer must have a minimum of five (5) consecutive years of experience in performing commercial general contracting services.

The information provided in Section 6 – Experience of the Proposer will be utilized to validate that this minimum qualification requirement has been met.

5. A Proposer will be disqualified from consideration for award of an agreement pursuant to this Request for Proposals for any of the following reasons:

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

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

SECTION 3 – PROPOSER'S ORGANIZATIONAL STRUCTURE

Provide the following information about the Proposer's organization:

- A. Identify Proposer's legal status and legal name, including DBA, that will be on any future executed agreement;

- 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. Submit a staffing level statement for your organization, indicate titles and organize by area of responsibility. Detail how many total employees work for your firm at any one time, including temporary and part time employees.
- F. Contact information for M/W/DBE status and provide a copy of valid, current certification;
- G. Contact information for corporate headquarters to include address, phone and email;
- H. Contact information for the office from which the work is primarily being performed to include address, phone and email.

SECTION 4 – SOLE POINT OF CONTACT/PROJECT MANAGER

The Project Manager is defined as the day-to-day Proposer's representative who will be the sole point of contact and who will possess the authority to make decisions on behalf of the Proposer. The Project Manager will be required to be available to the Authority on demand throughout the term of the agreement.

Provide the resume of one (1) person currently employed by the Proposer who will serve as the Project Manager responsible for the timely delivery of all services performed, including work performed by subcontractors and to whom all communications will be directed. The resume must include but is not limited to:

- Alternate telephone number that allows for twenty-four (24) hours a day, seven (7) days per week coverage.

- Office location and address to which the Project Manager is assigned and currently working.
- Length of time employed by the Proposer.
- List of any degrees and/or certifications earned by the Project Manager and name the issuing educational/professional certifying institutions.
- Total number of years of relevant experience, roles held including dates.
- Descriptions of at least three projects involving multiple trades with project costs at or above \$100,000.00 for each project that were managed by the Project Manager. Include, initial contract amount and final contract amount. Disclose if the project was completed on time and within budget and if liquidated damages were assessed. Discuss project conflicts and resolutions.
- Describe the Project Manager's experience in a commercial environment that operates 24/7. Provide the name of the commercial business represented.

SECTION 5 – OTHER KEY PERSONNEL

In tabular form, provide the name, title, address and telephone number of all key personnel currently employed by the Proposer who will have a role in providing services. Describe each person's respective area of expertise. Indicate whether each staff member is full time or part time.

Provide the office location and address to which each key personnel indicated is assigned and currently working.

Provide a resume which includes the total number of years each key personnel has been employed by the Proposer, and describe any relevant experience in an airport/facility/institution that operates 24/7/365, providing the name of the airport represented.

SECTION 6 – EXPERIENCE OF THE PROPOSER

Provide experience in providing general contractor services as indicated in the Scope of Services. Include the following:

- Project Name
- Project address, contact phone number, & contact email
- Project dates or contract dates
- Services provided
- Subcontractors utilized during project
- Project value or Contract value

Disclose the sub-trade categories for which the Proposer holds a state certification or registration. Furthermore, explain any additional work that may be self-performed by the Proposer.

Describe any experience your organization has with projects that were funded by the federal government.

SECTION 7 – PROJECT MANAGEMENT PLAN

Submit a project management plan which clearly explains how the Proposer intends to manage and implement the project services work that is authorized by the Authority through Work Authorizations. The Plan should demonstrate a knowledge of the process and the impediments that must be overcome and ensure the sufficient staffing will be assigned to the work as necessary to perform in a timely manner.

Describe the plan for ensuring successful project delivery in a cost effective manner. Describe approaches to optimize cost savings and methodology to minimum change orders to project scope and budget.

The project management plan must address Proposer's approach to 1) working with the Authority to meet Authority needs 2) Safety and Quality Assurance/Quality Control 3) Schedule Management 4) coordination with permitting agencies 5) available resources required to ensure timely project services completion.

Provide a copy of the Proposer's company safety plan and QA/QC plan.

SECTION 8 – SUBCONTRACTOR PLAN

Submit a plan detailing how subcontractors will be used and to what extent.

Describe sourcing methods for obtaining competitive pricing from subcontractors.

Describe efforts to subcontract with M/W/DBE subcontractors and suppliers.

Provide primary subcontractor contact information for each of the core trades indicated in Part B, B.09, and Subcontracting Services. Include address, qualifications, and identify two (2) projects where the subcontractor provided services.

In tabular form, provide the M/W/DBE status of proposed subcontractors and include a copy of current, valid certification.

Explain the plan for ensuring subcontractors are in full compliance with all local, state and federal license, bond, insurance, regulations and permits necessary to perform services specific to on-call or project work as may be assigned.

SECTION 9 – 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 10 – FEE AND COST PROPOSAL

On Form 6, please provide the proposed contractor labor markup for materials during self-performed work and the personnel costs, general condition costs, and the contractor labor

markup for the subcontractors for the coordination, management, and oversight of subcontracted work. Please see the details listed below in regards to Form 6:

- Contractor Labor Markup: Percentage rate multiplied by actual material cost for self-performed work and subcontractor costs for all subcontracted work.
- Hourly labor rates for Project Manager, Assistant Project Manager, Senior Superintendent, Superintendent, and Administrative Support are fully-loaded labor rates, inclusive of all fringe benefits.
- Examples of general condition costs listed on Form 6 may include, but are not limited to:
 - Project trailer
 - Weekly labor for jobsite cleanup crew
 - Portable toilet
 - Temporary water
 - Temporary power / generator
 - Generator - fuel & maintenance
 - Cellular telephone
 - Dumpster for rash collection
 - Truck / Vehicle allowance
 - Gas – reimbursable
 - Custom signage needed for jobsite (non-electrical)
 - Barricades
 - Temporary fencing / gates

In addition, please provide the Proposer’s Hourly or Company Rate Sheet for the positions and/or trades for work that may be self-performed. This is separate from the positions and/or trades and associated prices listed on Form 6.

SECTION 11 – REFERENCES

Using the attached Form 5, identify two (2) clients whom the Project Manager have served within the past 3 years.

SECTION 12 – ENVIRONMENTAL SUSTAINABILITY

Include a detailed description of techniques or products used in the course of performing services which reduce adverse effects on the environment or promote green practice and environmental sustainability.

SECTION 13 – LOCATION & LOCAL EMPLOYMENT

Disclose the office location from which services will be directed under the agreement and indicate the travel time required to get to RSW.

If proposed, detail plans, policies and goals (as a percentage) which ensure the Authority that local candidates receive preferential consideration for employment and vendors located within the geographical area will be used as supplier of goods and services needed to perform the scope of services. Include your approach to providing periodic reporting to monitor success in maintaining the percentages.

SECTION 14 – DBE AND W/MBE HISTORY AND PLAN (NOT TO EXCEED 1 PAGE)

Responding firms should submit a statement agreeing to ensure that DBEs and W/MBEs will have the maximum opportunity to participate in the performance of projects and tasks under this agreement.

Responding firms should demonstrate previous experience in achieving successful DBE and W/MBE participation on other contracts, including historical percentages of contracts, sample DBE or W/MBE assignments, DBE or W/MBE success stories, etc. Each firm should demonstrate that it has a strong history of DBE or W/MBE participation, that it takes minority and disadvantaged businesses participation seriously, and that it commits to working with the Authority on achieving satisfactory DBE and W/MBE contracting opportunities if selected for this contract.

SECTION 15 – REQUIRED PROPOSAL FORMS

The following forms must be included in Section 15 of the proposal:

- Form 1: Proposer's Certification (Including Acknowledgement/Incorporation of Addenda)
- Form 2: Lobbying Affidavit
- Form 3: Public Contracting and Environmental Crimes Certification
- Form 4: Scrutinized Companies Certification
- Form 5: Firm References (Do not list any LCPA employees)
- Form 6: Fixed Price Administrative / General Conditions Breakdown
- Proof of insurability. Provide a written statement of assurance of Proposer's ability to meet the insurance requirements.
- Proposer's W9
- Proposer's FEIN number

SECTION 16 – TRADE SECRETS

In accordance with Part A., A.19, identify any trade secret being claimed. **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.**

The Proposer 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, in this section Proposer must provide a copy of its proposal that redacts all information designated as trade secret, subject to Authority review and approval.

SECTION 17 – PROPOSER'S FINANCIAL CAPACITY

The Proposer must demonstrate financial responsibility by furnishing audited financial statements for the past two (2) fiscal years. Such statements must be prepared in accordance with generally accepted accounting principles and with an independent certified public accountants (CPA) statement attached. If no audited statements are available, internal statements from the CFO will suffice.

In addition, the Proposer must certify annual gross income during the previous twelve (12) month period immediately preceding the date of its proposal as derived from existing contracts for services relating to comprehensive On-Call general repair and maintenance and/or construction project services for commercial or industrial buildings and facilities of similar size, function, and/or complexity.

Provide detailed information to demonstrate that the Proposer has the financial capacity and resources required to complete on-call services and project services which at a minimum contains the following:

- Number of years the Proposer has been in business
- List annual volume of work during the past three calendar years for the Proposer in charge of performing/completing the work.
- Describe the percentage mix between public and private sector business over the last 3 years.
- List the Proposer's present and future work on active projects/accounts.

[END OF PART C]

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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 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 include a suggested order of preference of the proposal 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 policy, 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) 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 fewer 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 Proposer(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 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 ASMC, 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 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 proposals best meet 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, and ASMC and Board of Port Commissioners meetings are posted at www.flylcpa.com/legalnotices/. Please refer to the website for schedule information.

06/25/2021	Non-Mandatory Pre-Proposal at 11:00 a.m.
07/02/2021	Deadline for Questions/Clarifications at 5:00 p.m.
07/14/2021	Electronic Proposal Due Date by 2:00 p.m.
07/23/2021	Staff Evaluation Committee Meeting at 10:00 a.m.
08/17/2021	Airports Special Management Committee (ASMC)
09/21/2021	Oral Presentations (ASMC), if needed
11/04/2021	Board of Port Commissioners approval of ASMC selection
12/21/2021	ASMC agreement review/approval
JAN 2022	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 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 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 recommendation of the ASMC and approval by the Board of Port Commissioners.

[END OF PART E]

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**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 approved or entered into pursuant to this Request for Proposals until all insurance coverage(s) 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)

For Commercial General Liability, the successful Proposer must provide the following types of insurance with minimum limits as indicated:

Commercial General Liability	\$1,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

Such insurance must be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

For Business Automobile Liability (which includes coverage of any auto, including owned, hired, and non-owned), the successful Proposer must provide the following types of insurance with minimum limits as indicated:

Automobile Liability	\$5,000,000	Combined Single Limit
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Such insurance must be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements. An Excess Liability or Umbrella policy can be used to satisfy the above limits.

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. Successful Proposer must provide the following types of insurance with minimum limits as indicated:

Worker’s Compensation	Florida Statutory Coverage	
Employer’s Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Each Employee/Disease

This insurance must cover the Proposer (and, to the extent they are not otherwise insured, its

subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements).

The successful Proposer 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 Proposer from potential insurer insolvency.

Waiver of Subrogation

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

Certificate of Insurance

Prior to the execution of an Agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, the successful Proposer will furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the proposal. The insurance 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 Proposer will provide the Authority with a certified copy of all applicable insurance policies required by this RFP and any agreement entered into with the Authority.

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 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 Proposer fails to provide the requisite notice, the Authority may terminate any agreement(s) 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 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 Proposer, or anyone performing any act required in connection with performance of any Agreement awarded pursuant to this RFP.

The successful Proposer 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 RFP infringe any patent, copyright, or other proprietary right. The successful Proposer 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 Proposer'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 Proposer'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 Proposer to the Authority as contained in the Proposal and any negotiated agreement(s), and these obligations survive termination or the completion of the services contracted for, whether partially or fully performed.

Proposal Guaranty and Bond Requirements

The following bonds and performance and payment guarantees are required:

Performance Bond: The Proposer shall demonstrate, via written confirmation from an authorized bonding agency submitted with the Proposal, the ability to obtain a Performance Bond payable to the Lee County Port Authority Board of Port Commissioners for any requested project of up to the total project budget amount (not to exceed \$300,000 per project), within fifteen (15) calendar days of a request from the Authority's Contract Manager to obtain such bond in order to perform requested work for the Lee County Port Authority under this service provider agreement. The cost of such Performance Bond, should it be necessary, will be considered as a General Condition item under the agreement, and will be eligible for reimbursement, as a direct pass through without markup applied, and may be required for a specific time frame or for the remainder of the term of the agreement, as determined appropriate by the Authority's Contract Manager. The performance bond must comply with the requirements of Florida Statute 255.05.

The purpose of the performance bond is to ensure full, timely and satisfactory performance of the services by the Proposer in accordance with the Agreement, for the entire term of the Agreement, including any renewal periods thereof.

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

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

Customs Bond: The Proposer shall demonstrate, via written confirmation from an authorized bonding agency submitted with the Proposal, the ability to obtain a separate Customs Bond payable to the U.S. Customs and Border Patrol (CBP) in the amount of \$75,000, within fifteen (15) calendar days of notice from the Authority's Contract Manager to obtain such bond in order to perform work in the Federal Inspection Station (FIS) at the Southwest Florida International Airport. The cost of such Customs Bond, should it be necessary, will be considered as a General Condition item under the agreement, and will be eligible for reimbursement, as a direct pass through without markup applied, and may be required for a specific time frame or for the remainder of the term of the agreement, as determined appropriate by the Authority's Contract Manager. A Customs Bond for CBP shall be required in the event the Contractor is required to perform work in the Federal Inspection Station (FIS) portion of the terminal on short notice, as necessary. If required, the bond form must be the U.S. Customs Bond Form 301 or an equivalent acceptable to the U.S. Bureau of Customs & Border Patrol.

[END OF PART F]

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**PART G
FORMS**

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. section 1352, 49 CFR Part 20 and Lee County Ordinance No. 03-14 relating to lobbying activities.

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 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 PROCUREMENT AGENT 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 Statutes, 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 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 two (2) references that demonstrate 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 Proposer's 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 two (2) references are 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:		Procurement Agent: Nick Diaz Due Date: July 06, 2021
	Description of Services Provided		Total # Pages: Phone: 239-590-4556 Email: nidiaz@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.		

FORM 6: FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN

<u>FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN</u>		
ITEM	COST	UNIT
CONTRACTOR LABOR MARKUP (%)		Per Project
Project Manager	\$	Hourly
Assistant Project Manager	\$	Hourly
Senior Superintendent	\$	Hourly
Superintendent	\$	Hourly
Administrative Support	\$	Hourly
Project Trailer	\$	Weekly
Weekly Labor for Jobsite Cleanup	\$	Weekly
Portable Toilet	\$	Weekly
Temporary Water	\$	Weekly
Temporary Power / Generator	\$	Weekly
Generator - Fuel & Maintenance	\$	Weekly
Cellular Telephone	\$	Hourly
Dumpster	\$	Weekly
Truck / Vehicle Allowance	\$	Weekly
Gas – Reimbursable	\$	Hourly
Custom Signage Needed for Jobsite	\$	Weekly
Barricades	\$	Weekly
Temporary Fencing / Gates	\$	Linear Foot



Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
(239) 590-4614

ADDENDUM No. 1

ISSUE DATE: 7/09/2021

REQUEST FOR PROPOSALS (RFP) 21-44NJD

ON-CALL GENERAL REPAIR, MAINTENANCE AND PROJECT SERVICES (ACTING AS GENERAL CONTRACTOR) 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. CLARIFICATIONS

1. The Authority made a comment about “progress billing” during the non-mandatory pre-proposal meeting on June 25, 2021. Progress billing is allowed under certain circumstances with the approval of the Authority. Please note, advanced billing will not be allowed.
2. FORM 6: FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN has been replaced to reduce the list to only Contractor Markup (%), Project Manager hourly rate, Assistant Project Manager hourly rate, Senior Superintendent hourly rate, Superintendent hourly rate, and Administrative Support hourly rate. **PROPOSERS MUST USE THE ATTACHED REVISED FORM 6 TO SUBMIT WITH THE PROPOSAL.**
3. On pages 27 and 28 of 34, strike the first paragraph, including all bullet points, of Section 10 - Fee and Cost Proposal and replace with:

“On Revised Form 6, please provide the proposed contractor markup and personnel costs for the work.”

Item 2. QUESTIONS

Question 1: Can you clarify what is needed based on the wording in the second paragraph of Section 17 (pg. 30) of the “Proposer’s Financial Capacity?” How do you want us to certify the annual gross income during the previous twelve month period preceding the date of our proposal? Are you wanting the annual gross income of the entire firm for

that period of time, or just the annual gross income related to projects related to on-call general repair services?

Answer: For Section 17 – Proposer’s Financial Capacity, second paragraph, please provide the annual gross income of the entire firm during the previous twelve (12) month period immediately preceding the date of the Proposer’s submitted proposal.

Question 2: Does emergency on-call work need a proposal submitted with Authority approval before emergency on-call work is started/completed due to its necessity for immediate response?

Answer: A submitted proposal will not be necessary in a true emergency situation, in which the Authority is reaching out to the successful Proposer for immediate services. In emergency scenarios, the immediate concern will be addressed after the successful Proposer is contacted by the Authority, and next steps to proceed will be determined on a case-by-case basis depending on the scope of the remediation.

Question 3: Is there an opportunity for monthly billing if a project is spread over multiple months? (RFP says one invoice upon satisfactory completion).

Answer: Yes

Question 4: In the fixed price breakdown for a temporary generator, what size is being requested so that all contractor pricing is comparable? Unfortunately, each project requirement would be different whether we are powering an entire Concourse for a week versus a jobsite trailer or toll booth plaza. Generator fuel and maintenance will also depend on the size of the generator.

Answer: This line item has been removed. Please refer to the attached REVISED FORM 6: FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN.

Question 5: In the fixed price breakdown, dumpster pricing is requested as a weekly unit. Dumpsters are usually charged by the load and therefore in a week, one could be using 5 dumpster loads whereas some projects will utilize only one dumpster in a month’s time. Can this be changed to “per dumpster”?

Answer: This line item has been removed. Please refer to the attached REVISED FORM 6: FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN.

Question 6: In the fixed price breakdown, barricades are requested as a weekly price but really need to be by the amount. Can this be changed to linear foot per week?

Answer: This line item has been removed. Please refer to the attached REVISED FORM 6: FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN.

Question 7: In the fixed price breakdown, temporary fencing/gates are requested as a linear foot price but the amount really depends on the duration of the amount. Can this be changed to linear foot per week?

Answer: This line item has been removed. Please refer to the attached REVISED FORM 6: FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN.

Question 8: When billing for any items listed under “fixed price breakdown,” will backup invoices be required? For example, do we need to provide the invoice for the dumpsters/barricades/signage, etc.? Time card backup would be required, but depending on dumpster sizes/load amount or signage size or barricade amount, pricing is subject to change and therefore won’t match the exact amounts listed in this section. Please advise.

Answer: Fixed price administrative / general conditions will be negotiated and backup invoices will not be required.

Bids are due before **2:00 p.m. on Wednesday, July 14th**. Incorporation of this addendum must be acknowledged on the Bidder/Proposer’s Certification Form

Melissa M. Wendel, CPPO, NIGP-CPP
Procurement Manager
Lee County Port Authority

cc: Mark Trank, Port Authority Attorney’s Office
Stephanie Riley, Senior Manager, Contract Management
Richard Keane, Senior Manager, Maintenance
Nick Diaz, Senior Procurement Agent

REVISED FORM 6: FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN

FIXED PRICE ADMINISTRATIVE / GENERAL CONDITIONS BREAKDOWN		
ITEM	COST	UNIT
CONTRACTOR MARKUP (%)	%	Per Project
Project Manager	\$	Hourly
Assistant Project Manager	\$	Hourly
Senior Superintendent	\$	Hourly
Superintendent	\$	Hourly
Administrative Support	\$	Hourly

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a federal grant (Other Transaction Agreement - OTA) between the United States of America, as represented by the Transportation Security Administration (TSA), and the Lee County Port Authority for \$2,437,018.52 to partially reimburse the Port Authority for costs related to the baggage handling system for the Midfield Terminal

2. **Complex.**

3. **FUNDING SOURCE:** N/A

4. **TERM:** N/A

5. **WHAT ACTION ACCOMPLISHES:** This OTA provides partial reimbursement to the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.

5. **CATEGORY:** 30.
Administrative Agenda

6. **ASMC MEETING DATE:** 8/17/2021

7. **BoPC MEETING DATE:** 9/9/2021

8. **AGENDA:**

CEREMONIAL/PUBLIC PRESENTATION

CONSENT

ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. BACKGROUND:

The design of the RSW Midfield Terminal Complex (MTC) began in 1999 and was nearing completion when the terrorist attacks of September 11, 2001, occurred. The original design envisioned up to 18 individual airline-by-airline conveyor systems taking bags from each airline's curbside check-in and ticket counters to their individual airline bag make-up areas. As a result of the 9/11 attacks, the creation of the Homeland Security Department and the Transportation Security Administration (TSA), and subsequent federal security mandates required that all passenger luggage be screened. As a result of these mandates the RSW Midfield Terminal bag system had to be completely redesigned. The new design was a state-of-the-art common use automated baggage handling system utilizing the latest technology, which allowed the TSA to efficiently screen all bags. Unlike the original system, which was simply 18 independent conveyors, the new system would co-mingle all airline bags and electronically read bag tags, measure bag length and width, adjust belt speeds, as well as utilize complicated software programs to automatically guide a bag through various levels of TSA screening and ultimately to its final airline destination.

The RSW Midfield Terminal opened on September 9, 2005 and was the sixth such automated in-line baggage handling system to be designed and installed at any airport in the US since 9/11. Costs for the design and construction changes (\$21 million) were incorporated into the existing MTC contracts and absorbed within the Board-approved Total Project Budget. Port Authority staff has been diligently working with TSA and Congress for reimbursement of the costs to install this legacy system. To date, TSA has provided a portion of the \$21 million requested reimbursement since 2005 totaling

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

13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)


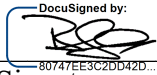
\$16,997,432.09. The allocations are as follows:

- 2005 - \$4,000,000.00
- 2018 - \$4,061,697.53
- 2019 - \$3,249,358.02
- 2020 - \$3,249,358.02
- 2021 - \$2,437,018.52

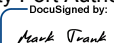
LCPA staff continues to work with Congress and TSA to secure the additional reimbursement funds. In 2019 the Board authorized the Executive Director to approve OTA's related to this item on behalf of LCPA. As it relates to the FY21 OTA, the Executive Director signed the required document as the TSA requested it be returned within fifteen business days after the Port Authority received the notice of award. The Port Authority requests the Board to ratify this action.

Attachment:

RSW Reimbursement OTA FY21

 Transportation Security Administration		<u>OTHER TRANSACTION AGREEMENT</u>	
OTA NUMBER		REQUISITION NUMBER	
OTA Number: 70T04019T9CAP1129 Modification Number: P00003		PR217672A100	
ISSUED TO		ISSUED BY	
Lee County Port Authority Southwest Florida Airport (RSW) 11000 Terminal Access Rd Fort Meyers, FL 33913-8209 DUNS: 781566419		Megan Kesler Contracting Officer Transportation Security Administration 6596 Springfield Center Drive Springfield, VA 22150 Email: Megan.Kesler@tsa.dhs.gov	
PROGRAM TITLE			
Program Office: Acquisition Program Management (APM) Program: Electronic Baggage Screening Program (EBSP) Period of Performance: Date of Award through September 30, 2023 PSC: C1BE, Architect and Engineering – Construction: Airport terminals			
FISCAL DATA			
PR Number: PR217672A100 Accounting Line: 2021 0410000B012123DD F300F305F000 7672080102 T21D170400 251001 61000000 7672000000 72OAP13PB2 010103 000000 000000 000000 0 0 0 0 TAS: 070202120230410000 Net Increase: \$2,437,018.52			
PURPOSE			
In accordance with Article XII <i>Changes and/or Modifications</i> , the purpose of Modification P00003 is to extend the period of performance by updating Article XV <i>Effective Date</i> , update Article V <i>Distribution Value</i> , update Article VI <i>Funding and Limitations</i> , and update Article VII <i>Billing Procedure and Payment</i> . See following pages for details.			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF , the Parties have entered into this Agreement by their duly authorized officers.			
 Signature		6/17/2021 Date	
Benjamin R. Siegel, Executive Director PRINTED NAME AND TITLE		Contracting Officer's Signature Date Megan Kesler, TSA Contracting Officer PRINTED NAME AND TITLE	

Approved as to Form for the Reliance of Lee County Port Authority Only:

By 
 Office of the Port Authority Attorney

As a result of this modification, the following changes hereby take place:

1. ARTICLE XV – EFFECTIVE DATE

Article XV - "Effective Date" is hereby deleted and replaced with the following, changes in bold and italic:

The effective date of this Agreement shall be the day immediately following execution by all parties listed on the pages below. This Agreement shall expire on *September 30, 2023*.

2. ARTICLE V – DISTRIBUTION VALUE

Article V “Distribution Value” is hereby updated to include the following paragraph:

"Upon execution of Modification P00003, TSA agrees to pay Airport, solely in the manner described in this Agreement and subject to its terms, an amount equal to **Two Million, Four Hundred Thirty-Seven Thousand, Eighteen Dollars and Fifty-Two Cents (\$2,437,018.52)** (the Fiscal Year 2021 (FY21) "Distribution Value") as reimbursement to the Airport that incurred eligible costs associated with the development of a partial or completed in-line baggage system initiated after November 19, 2001 and prior to August 3, 2007, and in consideration of a release of claims pursuant to Article X below."

3. ARTICLE VI – FUNDING AND LIMITATIONS

Article VI “Funding and Limitations” is hereby updated with the following added to the end of Section A “Eligible Reimbursement Amount”:

"This modification, P00003, obligates the fourth *pro rata* distribution to the Airport in the amount of \$2,437,018.52."

2) Section B "Payment Obligation" is hereby updated with the following:

Funds in the amount of **\$2,437,018.52** are hereby obligated under P00003 to the accounting line below and made available for payment to the Airport via Article VII “Billing Procedure and Payment.”

P00003 Amount:

PR: PR217672A100

Accounting Line:

2021|0410000B012123DD|F300F305F000|7672080102|T21D170400|25
1001|61000000|7672000000|72OAP13PB2|010103|000000|000000|0000
00|0|0|0|0

TAS: 070202120230410000

Amount: \$2,437,018.52

4. ARTICLE VII – BILLING PROCEDURE AND PAYMENT

Article VII “Billing Procedure and Payment” is hereby updated to include the following language under Section A “Payment/Performance Provisions”:

"The Airport shall not invoice for **P00003** payment until 14 days after **P00003** award by the TSA Contracting Officer."

- 5.** All other terms and conditions of the subject agreement are in full force and effect and remain unchanged.

--End of 70T04019T9CAP1129 P00003--

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a federal grant (Airport Improvement Program Grant Agreement No. 3-12-0135-058-2021) from the Federal Aviation Administration in the amount of \$1,999,776 for the Southwest Florida International Airport's Master Plan Study update.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides \$1,999,776 of federal funding for the RSW Master Plan Study update.</p>	<p>5. CATEGORY: 31. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<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>
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10. BACKGROUND:

Port Authority staff has been working diligently with FAA in an effort to secure federal grant funding for the RSW Master Plan Study update. After many months of continued coordination between the Port Authority and FAA Orlando Airports District Office (ADO) staff, an Airport Improvement Program (AIP) Grant Agreement, No 3-12-0135-058-2021, has been secured in the amount of \$1,999,776 to provide 100% federal funding for the Master Plan Study update. This grant consists of AIP airport entitlement funds in the amount of \$1,499,832 and American Rescue Plan Act (ARPA) local match dollars in the amount of \$499,944.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later than August 31, 2021. In order to secure the grant agreement, the Executive Director executed it on behalf of the Port Authority and staff requests the Board ratify this action.

Attachments:
Resolution
Grant Offer Agreement

11. RECOMMENDED APPROVAL

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

<p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (6-0) APPROVED as AMENDED DENIED OTHER</p>	<p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED APPROVED as AMENDED DENIED DEFERRED to OTHER</p>
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RESOLUTION AUTHORIZING, ADOPTING, APPROVING,
ACCEPTING AND RATIFYING THE EXECUTION OF
AIRPORT IMPROVEMENT PROGRAM
GRANT AGREEMENT NUMBER 3-12-0135-058-2021
BETWEEN THE UNITED STATES OF AMERICA AND
LEE COUNTY BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

BE IT RESOLVED by the Board of Port Commissioners, Lee County, Florida, that:

SECTION 1.

Said Lee County Board of Port Commissioners, Lee County, Florida, hereby authorizes, adopts, approves, accepts and ratifies the execution of Airport Improvement Program (AIP) Grant Agreement Number 3-12-0135-058-2021 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.

The execution of AIP Grant Agreement Number 3-12-0135-058-2021 on behalf of said Board of Port Commissioners, Lee County, Florida, is hereby authorized, adopted, approved, accepted and ratified.

SECTION 3.

The Executive Director of the Lee County Port Authority is hereby authorized to execute payment requests under this AIP Grant Agreement on behalf of said Lee County Board of Port Commissioners, Lee County, Florida.

SECTION 4.

The Grant Agreement referred to hereinabove shall be attached hereto and made a part of this Resolution as though it were fully copied herein.

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

Brian Hamman _____
Frank Mann _____
Cecil L Pendergrass _____
Kevin Ruane _____
Ray 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: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

8427 Southpark Circle,
Suite 524
Orlando, FL 32819

July 26, 2021

Mr. Benjamin R. Siegel, CPA
Executive Director
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213

Dear Mr. Siegel:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0135-058-2021 at Southwest Florida International Airport in Fort Myers, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Ms. Marisol Elliott, (407) 487-7231, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Juan C. Brown (Jul 26, 2021 13:52 EDT)

Juan C. Brown
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 26, 2021
Airport/Planning Area	Southwest Florida International Airport
FY2021 AIP Grant Number	3-12-0135-058-2021
Unique Entity Identifier	781566419
TO:	Lee County Port Authority
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 12, 2021, for a grant of Federal funds for a project at or associated with the Southwest Florida International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Southwest Florida International Airport (herein called the "Project") consisting of the following:

"Update Airport Master Plan Study"

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,999,776.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 1,999,776 for planning

\$ 0 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. **Close Out and Termination**
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 2011, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Mothers' Rooms.** As a medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


Juan C. Brown (Jul 26, 2021 13:52 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Acting Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 26, 2021

Lee County Port Authority

(Name of Sponsor)



Benjamin Siegel (Jul 26, 2021 14:38 EDT)

(Signature of Sponsor's Authorized Official)

By: Benjamin Siegel

(Typed Name of Sponsor's Authorized Official)

Title: Executive Director

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Mark A. Trank, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at July 26, 2021

Mark A. Trank
By: Mark A. Trank (Jul 26, 2021 14:52 EDT)
(Signature of Sponsor’s Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport

- development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of July 12, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board endorse RSW aviation activity forecasts to be used in the RSW Master Plan Update.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides a basis for determining needed airport capacity improvements.</p>	<p>5. CATEGORY: 32. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/17/2021</p> <p>7. BoPC MEETING DATE: 9/9/2021</p>
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<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>
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10. BACKGROUND:

On March 4, 2021, the Board approved a contract with Johnson Engineering (JEI) to lead a consultant team to prepare a 20 year Master Plan Update for the Southwest Florida International Airport (RSW). This Master Plan Update will determine the projected future growth for RSW and the facilities needed to serve that growth in activity. The feasibility and costs of alternatives will also be evaluated to determine the optimal long term master plan for the airport. This Master Plan Update will also identify the triggers for development based on projected passenger activity levels to maintain adequate level-of-service (LOS) while recognizing the unique seasonal peaking characteristics of the airport. The master planning process entails inventory and validation of existing conditions, development of aviation forecasts, demand/capacity analysis, alternative analysis, identification of facility requirements to meet projected activity levels, environmental analysis, and ultimately development of an Airport Layout Plan, a 20 year blueprint for the development of RSW identifying needed airside, landside, and terminal improvements that is supported by a financially feasible capital improvement program. An important aspect of the airport master plan is review and approval by the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) as they use the master plan to make determinations regarding eligibility of grant funding for proposed future development.

The master plan team is currently reviewing prior studies/reports and validating existing conditions. JEI and their subconsultants, C&S and Transolutions, have prepared aviation forecasts for RSW. These include forecasts of passenger enplanements (passengers boarding flights) and aircraft operations (takeoffs and landings) for the next 20 years. These forecasts will be the basis for evaluating how existing facilities can handle projected activity and recommendations for needed facility improvements (i.e., terminals, runways, taxiways, roads, etc.). That analysis is attached and recommends using the FAA prepared 2019 Terminal Area Forecast (TAF) for the RSW Master Planning Effort. Staff requests Board endorsement of the RSW forecasts as attached and presented.

Attachment:
2019 Master Plan Forecast Report and 2020 Technical Update Memo

11. RECOMMENDED APPROVAL

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

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

Passenger and Operations Forecast

Prepared by:
C&S Companies and TransSolutions

May 26, 2020

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Section 1—Executive Summary

Southwest Florida International Airport (RSW) has experienced strong historic growth trends, including a record-breaking year in 2019 when record passenger enplanements were recorded in every month of the year. In 2019, RSW enplanements surpassed the 5 million passenger mark for the first time. During the preparation of this forecast, the Coronavirus Disease 2019 (COVID-19) pandemic was occurring. It was decided to complete the preparation of this document, and once things settle and we can better understand activity post COVID-19, these forecasts will be revisited.

The peak season at RSW runs from late winter through spring – the degree of seasonality at RSW is considered non-traditional because seasonal fluctuations in passenger volumes are much more pronounced than at most US airports. This pattern has become increasingly amplified in recent years. RSW's terminal facilities have become stressed as passenger volumes continue to increase, particularly during peak travel periods.

Growth trends at RSW coincide with a period of growth for the national aviation industry, and the FAA Aerospace Forecast projects continued expansion throughout the industry over the next twenty years.

Given this context, a current set of passenger projections and updated comprehensive planning approach for the RSW terminal area are needed to support the airport's sustained growth and quality of passenger experience.

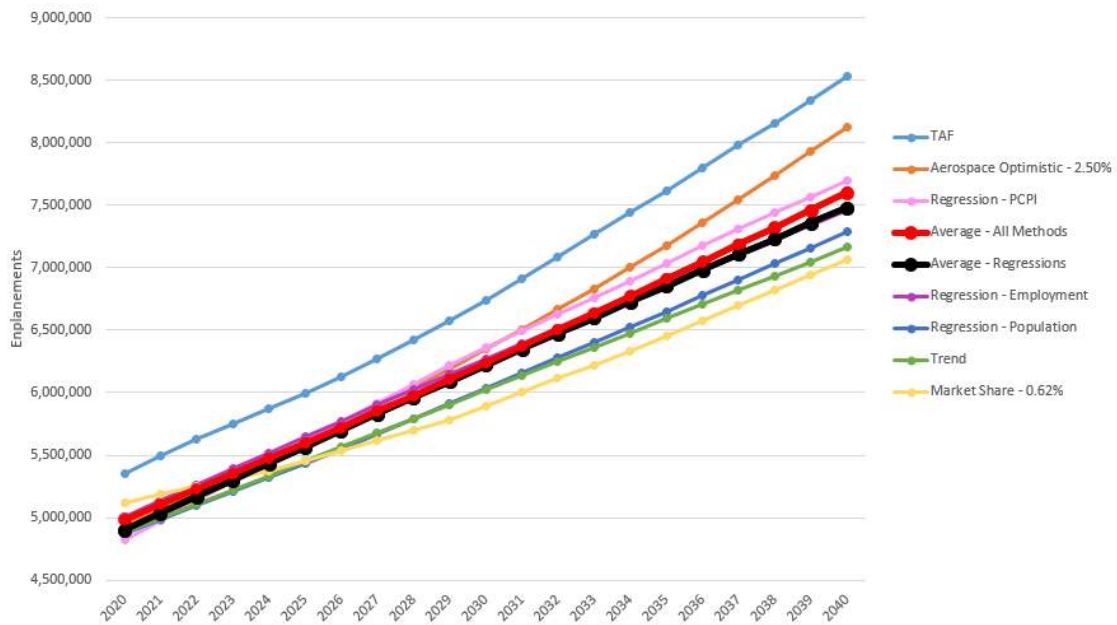
This planning-level forecasting effort builds upon previous studies and uses a variety of forecasting methods to project future annual enplanement passenger levels for the 2020-2040 timeframe. An analysis of aircraft operations and fleet mix is incorporated as part of this effort. Peak month and peak month average day enplanement levels are based upon a preferred forecast identified for the 2020-2040 timeframe. This enplanement forecast is then converted into an operations forecast and Design Day Flight Schedules (DDFS) are developed for five-year increments through 2040.

Passenger Enplanements

When evaluating enplanements and projecting future levels for RSW, it is important to consider several perspectives in order to understand how local, regional, and industry factors relate to the airport's outlook over the twenty-year timeframe. This study considers enplanement projections based on a number of forecasting methodologies including the FAA Terminal Area Forecast (TAF), FAA Aerospace Forecast, market share analysis, regression analyses, and trend analysis.

Figure 1-1 illustrates summary results of the enplanement forecasts.

Figure 1-1 – Annual Enplanements Forecast Summary, 2020-2040



Source: Federal Aviation Administration, Woods & Poole, C&S Engineers, Inc.

For 2040, enplanement forecasts range from 7,068,992 (Market Share) to 8,528,457 (TAF), a difference of 1,459,465 enplanements. The average forecast for all 2040 projections is 7,601,479.

The TAF is recommended as the preferred forecast for RSW. Among the set of forecasting methodologies evaluated, the TAF provides the highest 2020-2040 enplanement projections. As a prudent planning practice, it is beneficial to project future facility needs based upon a conservative (high) forecast in order to allow for flexibility as RSW needs may evolve under future conditions.

Table 1-1 provides RSW enplanement values at five-year intervals under the preferred (TAF) forecast.

Table 1-1 – Annual Enplanements, Preferred Forecast

Year	Enplanements
2020	5,354,436
2025	5,999,546
2030	6,739,935
2035	7,618,025
2040	8,528,457

Source: C&S Engineers, Inc.

The monthly distribution of enplanements at RSW follows a non-traditional, highly pronounced seasonal pattern with strong peak demand in the late winter through spring months.

This unique degree of seasonal fluctuation poses a challenge for facility planning and design, as future facilities must be scaled to accommodate peak demand while balancing the reduced needs during off-peak months. Given this unique circumstance at RSW, two sets of enplanement projections have been calculated for this assessment. Both historical averages, as well as a monthly trend analysis were analyzed to determine the best distribution or allocation of the monthly peaking. Historically speaking, April (the second busiest month) represents 11.7% of the annual enplanements, and March represents the Peak Month of 14.3% of annual enplanements.

Because of a continuing trend in recent years of March continuing to get busier, a monthly trend analysis was conducted. The results show April staying relatively flat at 11.6% over the period and generally representative of December, January, and February. For the Peak Month of March though, it shows a continuing trend from 14.7% in 2020 to 15.6% in 2040. Table 1-2 summarizes peak month and peak month/average day enplanement projections for April and Peak Month (March) scenarios at five-year intervals, based upon TAF values.

Table 1-2 – Peak Period Enplanement Forecast Summary

Year	April		Peak Month - March		
	April Enplanements	April Average Day Enplanements	Peak Month Enplanements	Peak Month “Peak” Day Enplanements	Peak Month “Average” Day Enplanements
2020	621,115	20,704	784,736	28,155	25,314
2025	695,947	23,198	898,700	32,244	28,990
2030	781,832	26,061	1,026,528	36,830	33,114
2035	883,691	29,456	1,175,535	42,176	37,920
2040	989,301	32,977	1,329,986	47,718	42,903

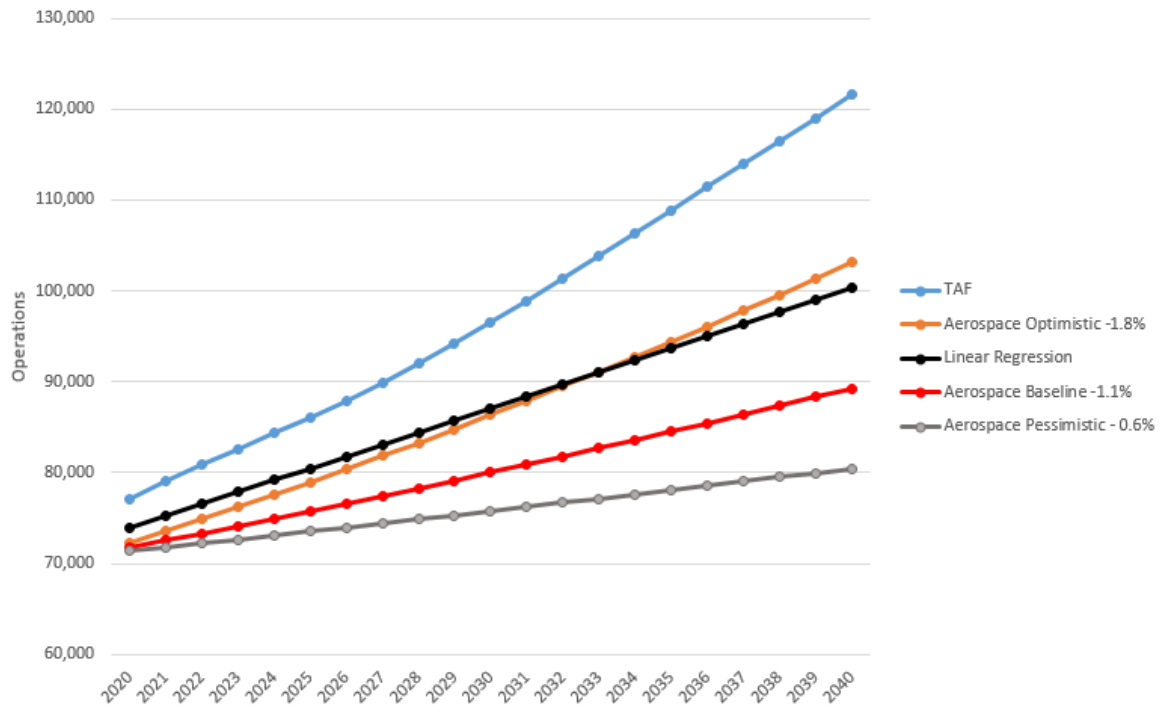
Source: C&S Engineers, Inc.

At the TAF projected 2040 enplanement levels under the April scenario, there would be 989,301 peak month enplanements or 32,977 month/average day enplanements. Under the Peak Month (March) scenario, there would be 1,329,986 peak month enplanements, 42,903 peak month/average day enplanements, or 47,718 peak month/peak day enplanements.

Commercial Operations

Similarly, several forecast methods were considered for the commercial passenger operations over the 20-year planning horizon. The FAA TAF, FAA Aerospace Forecast, and regression analysis are depicted in Figure 1-2.

Figure 1-2 – Annual Commercial Operations Forecast Summary



Source: TransSolutions

Typically, Design Day Flight Schedules (DDFS) are determined by identifying an average day in the peak month for the airport. RSW’s peak month is clearly March.

However, since March at RSW is such a disproportionately significant peak month, there is some question whether airside planning should be done using that month as the basis. After reviewing historical operational data, April was determined to be the second busiest month, and DDFS were developed for both months in five-year increments: 2020, 2025, 2030, 2035 and 2040.

Converting the enplanement forecast into commercial flight operations results in the annual, monthly and design day operations summarized in Table 1-3 April and Table 1-4 Peak Month. The operations forecast allocated the flights to each month based on the five-year historical average:

Table 1-3 – April DDFS Details

Year	Annual Operations Counts	Average Seats per Aircraft	Monthly Operations	Average Day Peak Month Operations	Peak Hour Departure Operations
2020	77,060	170	8,580	286	17
2025	86,103	177	9,215	308	19
2030	96,493	178	10,327	346	21
2035	108,845	178	11,649	390	23
2040	121,655	179	13,020	436	26

Source: TransSolutions

Table 1-4 – Peak Month – March DDFS Details

Year	Annual Operations Counts	Average Seats per Aircraft	Monthly Operations	Average Day Peak Month Operations	Peak Hour Departure Operations
2020	77,060	168	10,757	347	18
2025	86,103	172	11,803	381	20
2030	96,493	172	13,227	427	22
2035	108,845	171	14,921	481	25
2040	121,655	172	16,677	538	28

Source: TransSolutions

In 2040, the April scenario is forecast to have 13,020 peak month commercial passenger operations or 436 peak month/average day operations, a 52% increase from 2020. Under the Peak Month (March) scenario, there would be 16,677 peak month commercial passenger operations or 538 peak month/average day operations, a 55% increase from 2020. Design Day Flight Schedules (DDFS) have been prepared for both April and Peak Month scenarios at five-year intervals and were provided to LCPA in Excel format.

Recommendation

The forecast of aviation demand demonstrates a robust rate of future enplanement and operations growth for RSW from 2020-2040.

Table 1-5 – Summary Enplanement and Operations Forecast Values

Year	Enplanements	Commercial Operations
2020	5,354,436	77,060
2025	5,999,546	86,103
2030	6,739,935	96,493
2035	7,618,025	108,845
2040	8,528,457	121,655

Source: C&S Engineers Inc., TransSolutions

This analysis reviewed April (second busiest month) and Peak Month (March) to understand peak period considerations for planning future facilities given the unique and generally high peak numbers for RSW.

These design hours being the 30th – 40th busiest hour keep RSW within the general airport planning guidelines. What is more important, however, is the absolute number of peak hour passengers. In 2020, the peak hour enplanements are only 16% higher than the design hour. For the near term, April can be used for good facility planning and design. However, by 2040 the peak hour enplanements are expected to be nearly 28% higher than the April enplanements. Over the longer-term, using April to estimate departing passenger facilities would underestimate peak hour demand by a very significant number of passengers.

If the March passenger levels continue growing as forecast, the average day peak month (March) should be utilized for facility planning rather than the second busiest month. This recommendation is summarized in Table 1-6 and Table 1-7 provides an overall forecast summary for RSW.

Table 1-6 – Recommended Average Day Peak Month (March) Enplanements and Operations

Year	Peak Month - March				
	Peak Month Enplanements	Peak Month Average Day Enplanements	Peak Month Average Day Operations	Peak Month Peak Hour Enplanements	Peak Month Peak Hour Departures
2020	784,736	25,314	347	2,577	18
2025	898,700	28,990	381	3,131	20
2030	1,026,528	33,114	427	3,576	22
2035	1,175,535	37,920	481	4,095	25
2040	1,329,986	42,903	538	4,633	28

Source: C&S Engineers Inc., TransSolutions



Table 1-7 – Overall RSW Forecast Summary

ENPLANEMENTS/PASSENGERS

Year	Annual Enplanements	Annual Passengers	Peak Month (Mar) Enplanements	Peak Month (Mar)	Peak Month (Mar)	DIFF	Peak Month (Mar)	Peak Month (Mar)	DIFF
				Avg Day Enplanements	Peak Day Enplanements		Avg Day Enplanements	Peak Day Enplanements	
2019	5,144,467	10,288,934	745,324	24,043	26,800	2,757	2,500	2,894	394
2020	5,354,436	10,708,872	784,736	25,314	28,155	2,841	2,577	3,042	465
2025	5,999,546	11,999,092	898,700	28,990	32,244	3,254	3,131	3,484	353
2030	6,739,935	13,479,870	1,026,528	33,114	36,830	3,716	3,576	3,979	403
2035	7,618,025	15,236,050	1,175,535	37,920	42,176	4,256	4,095	4,557	462
2040	8,528,457	17,056,914	1,329,986	42,903	47,718	4,815	4,633	5,156	523

DEPARTURES/OPERATIONS (Commercial passenger related operations only)

Year	Annual Departures	Annual Operations	Peak Month (Mar) Operations	Peak Month (Mar)	Peak Month (Mar)	DIFF	Peak Month (Mar)	Peak Month (Mar)	DIFF	Peak Month (Mar)	Peak Month (Mar)	DIFF
				Avg Day Operations	Peak Day Operations		Avg Day Operations*	Peak Day Operations*		Avg Day Departures*	Peak Day Departures*	
2019	36,535	73,071	10,003	322	377	55	28	33	5	17	19	2
2020	38,530	77,060	10,757	347	409	62	33	37	4	18	22	4
2025	43,052	86,103	11,803	381	462	81	34	42	8	20	25	5
2030	48,247	96,493	13,227	427	520	93	39	47	8	22	28	6
2035	54,423	108,845	14,921	481	587	106	44	53	9	25	32	7
2040	60,828	121,655	16,677	538	655	117	49	59	10	28	35	7

* The actual Peak Hour for Enplanements and Operations may be different hours

Source: C&S Engineers Inc., TransSolutions

Section 2—Introduction

2.1 Background

As a result of continued growth at RSW, and especially given new record levels of enplanement passenger activity set for each month in 2019, Airport terminal facilities have been stressed during peak times. While some recent studies seek to address short-term challenges, a comprehensive set of passenger projections and an updated comprehensive planning approach for the terminal area of RSW are warranted. During the preparation of this forecast, the Coronavirus Disease 2019 (COVID-19) pandemic was occurring. It was decided to complete the preparation of this document, and once things settle and we can better understand activity post COVID-19, these forecasts will be revisited.

Comprehensive planning for (RSW) was last completed in 2004 through the Airport Master Plan and 2007 through the Terminal Expansion Plan. Since then, multiple studies have been completed with varying activity projections. These were summarized by Johnson Engineering and can be found in Appendix A.

A first step to a comprehensive approach is to understand potential passenger and aircraft operational levels for the next 20 years (2020-2040). An initial effort in May 2019 began this process with information provided by Johnson Engineering to establish a context and was used as base material to develop updated, planning level passenger activity projections. This effort considered recent historical patterns and trends experienced at RSW and explored aviation activity scenarios for a 20 year period in five-year increments. These scenarios were then compared to the FAA's TAF for RSW.

This forecasting effort is a more detailed analysis to incorporate and synthesize the previous enplanement projections and to forecast annual enplanement passenger levels deriving peak month and peak month average day passenger levels, as well as aircraft operations and aircraft fleet mixes.

2.2 National Aviation Trends

Each year the FAA publishes the FAA Aerospace Forecasts. These forecasts are prepared to help meet budget and planning needs of the constituent units of the FAA and to provide information that can be used by state and local authorities, the aviation industry, and the general public. The current edition of this annual forecast is FAA Aerospace Forecasts-Fiscal Years 2019-2039. The following are excerpts from this document:

- An improving economy at home and solid growth abroad translated into another good year for U.S. aviation in 2018. Airlines posted their tenth consecutive year of profits as they boosted revenue growth at the fastest rate since the recession.

- Revenues grew as the U.S. airline industry continues to shift its emphasis from gaining market share to seeking returns on invested capital. U.S. airlines are continually updating their successful strategies for capturing additional revenue streams such as charging fees for services that used to be included in airfare (e.g. meal service), charging for services that were not previously available (e.g. premium boarding and fare lock fees), as well as for maximizing fare revenue with more sophisticated revenue management systems.
- The U.S. airline industry has become nimbler in adjusting capacity to seize opportunities or minimize losses, helping to raise yields for the first time in four years. These efforts secured industry profitability in 2018 even as energy prices and new labor contracts lifted costs higher.
- Demand for air travel in 2018 picked up again after cooling in 2017 as economic growth in the U.S. accelerated. In 2018, system traffic as measured by revenue passenger miles (RPMs) increased 4.8 percent while system enplanements grew 4.7 percent. Domestic RPMs were up 5.4 percent while enplanements were up by 5.0 percent.
- International RPMs increased 3.4 percent and enplanements grew by 2.8 percent. The system-wide load factor was 83.8 percent, up three tenths of a percent from the 2017 level.
- System yields increased for the first time since 2014. In domestic markets, expansion by ultra-low cost carriers such as Spirit and Allegiant, as well as by mainline carriers such as United, helped to limit fare increases despite rising energy and labor costs as yields were unchanged.
- Despite rising energy and labor costs, U.S. airlines remained solidly profitable in fiscal year (FY) 2018. Data for FY 2018 shows that the reporting passenger carriers had a combined operating profit of \$17.6 billion (compared to a \$21.5 billion operating profit for FY 2017). The network carriers reported combined operating profits of \$12.5 billion while the low cost carriers reported combined operating profits of \$4.5 billion as all carriers posted profits.

It is also important to look beyond the macro industry trends and look at each airport's own carriers specifically as this remains a financially volatile time in the industry. Airlines take many factors into consideration when making capacity and route decisions. This outlook can also be useful in assuring that long lead-time airport infrastructure needs are attuned to air service and market demand needs.

2.3 Local Aviation Trends

The historically strong growth in passenger enplanements at RSW shows little signs of stopping. Last year, 2019, was a record-breaking year for passenger volumes, with more than 10.2 million passengers traveling through RSW. Year-end passenger traffic was up 9.1 percent compared to 2018.

Air service continued to increase with airlines initiating air service to multiple new destinations. The trend shows a willingness to start seasonal service as a trial and determine if a market can continue on a full time basis once the trial period has ended. Spirit Airlines started seasonal daily nonstop service to Indianapolis (IND) and Newark (EWR) in November.

Also in November 2019, Cubazul, a tour operator, began public charter service to Havana, Cuba on a 150-seat aircraft operated by Swiftair with two flights each week. Sun Country Airlines inaugurated new seasonal service between RSW and Gulfport, MS. (GPT) in July 2019.

United Airlines announced that its nonstop Cleveland (CLE) and Denver (DEN) service will now continue year-round at RSW. United Airlines also announced inaugurating new service between RSW and Washington Dulles International Airport (IAD) in October 2019. This connection to IAD provides yet another portal for international service and connections allowing passengers a choice of airline to connect to other airline hubs for international service at airports including Atlanta (ATL), John F Kennedy (JFK), Philadelphia (PHL), and Minneapolis (MSP).

Finally, American Airlines announced new weekly nonstop service to LaGuardia (LGA) that began in February 2020.

Responding to the increase in demand and a commitment to serve its users, a terminal development project is planned to begin in 2020. The \$200+ million project will enhance the travel experience at RSW, especially during the busy winter season, see Section 3.1.

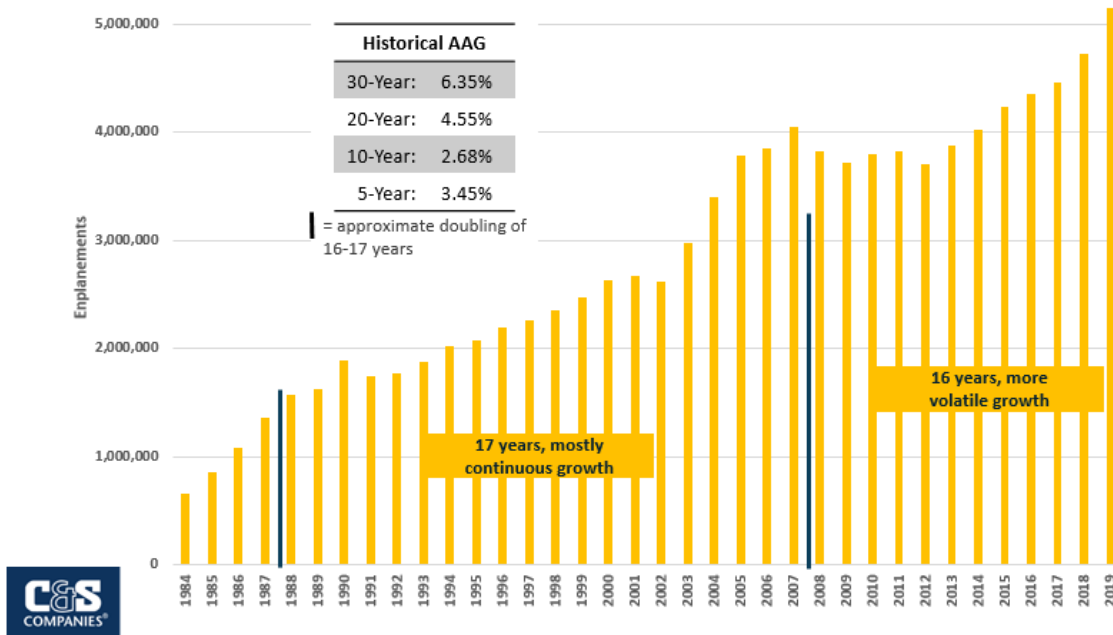
National trends and RSW's record breaking performance in 2019 suggest a robust outlook looking ahead over the next 20 years of activity. The 2018 Florida Department of Transportation (FDOT) Economic Impact Study demonstrates an economic impact of over \$8.4 billion to the region's economy each year. RSW is not only a crucial link to the area's transportation system - it is also a major economic engine for the communities it serves.

Section 3—Historical Activity and Context

3.1 Passengers

Enplanement passenger trends at RSW have a history of their own and are worth noting (Figure 3-1). By the end of 2019, RSW passenger traffic was at record levels with over 5,000,000 enplanements. This growth has been significant and since 1986 when RSW first exceeded 1,000,000 enplanements, growth has continued to over 2 million enplanements in 1994, 3 million enplanements in 2004, 4 million in 2007 and now 5 million in 2019. Reaching the mark of five million enplanements was slowed by the great recession of 2008-2009, yet even here the drop in traffic over the time of the recession was relatively moderate with enplanement levels increasing again steadily after 2013.

Figure 3-1 - Historical Enplanements & Average Annual Growth (AAG) Rates

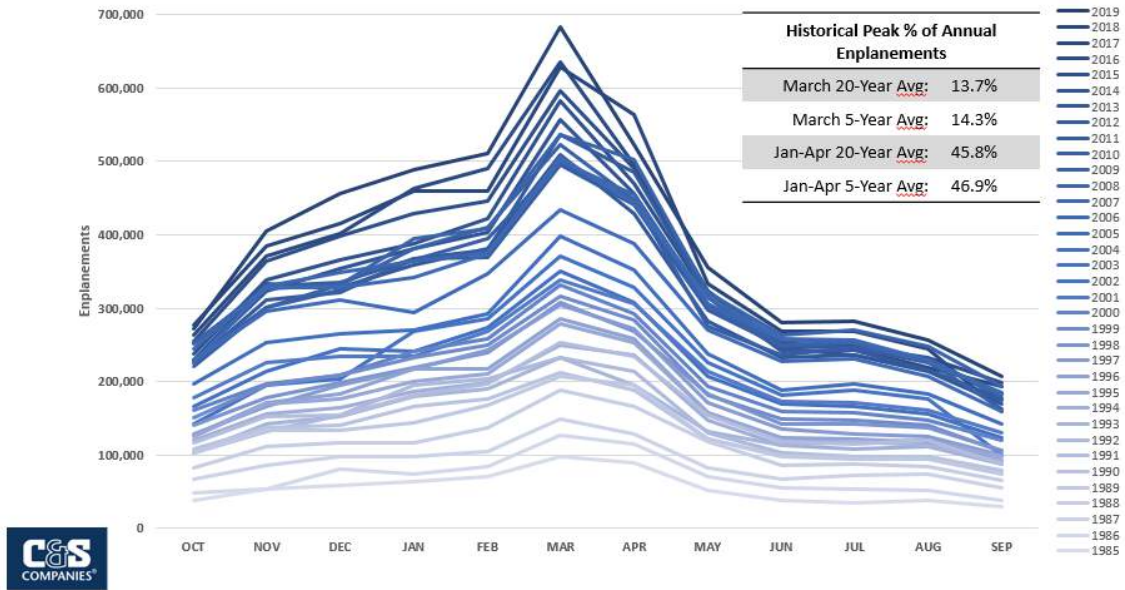


Source: Lee County Port Authority and C&S Engineers, Inc.

Figure 3-2 shows the historic monthly distribution of RSW enplanements over the course of the fiscal year. The peak season running from January-April is significant, and has become increasingly amplified in recent years. RSW’s distribution of annual enplanements is considered non-traditional because it exhibits much greater seasonal fluctuation in enplanements than most US airports. This pattern is caused by an influx of seasonal residents and tourism activity in the region from late winter through the spring months.

March is the peak month at RSW – the most recent five-year (2015-2019) average percentage of annual enplanements for March is 14.3%, and the most recent twenty-year (2000-2019) average percentage is 13.7%. The four-month January-April peak season period represents 46.9% of RSW’s annual enplanement volume for the five-year average (2015-2019) timeframe and 45.8% for the twenty-year average (2000-2019) timeframe.

Figure 3-2 - Historical Monthly Enplanements Distributed by Monthly %



Source: Lee County Port Authority and C&S Engineers, Inc.

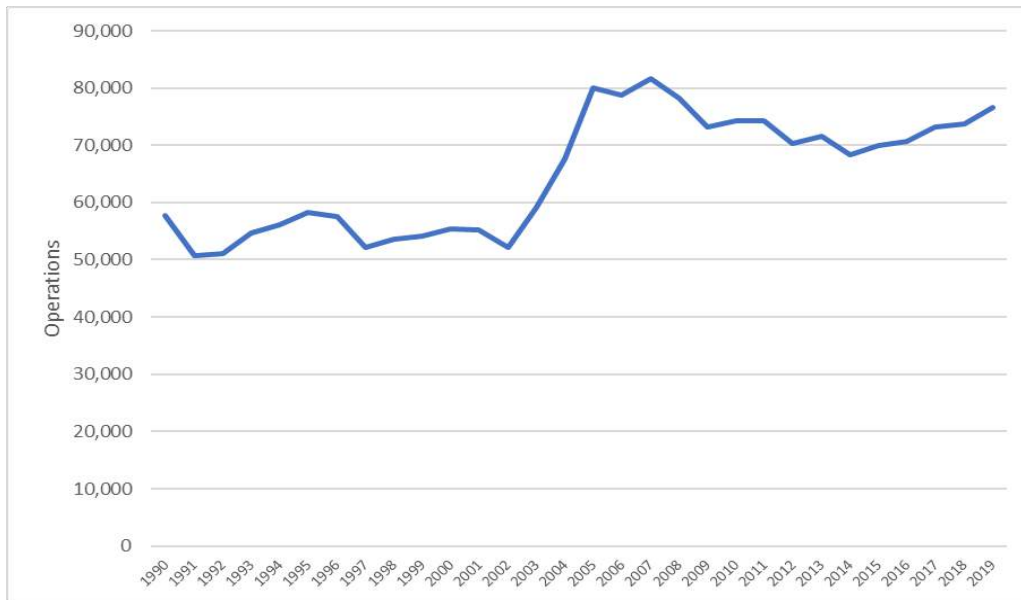
3.2 Operations

Historical aircraft operation trends at RSW are reviewed going back to 1990 on an annual basis to provide overview and context. In depth monthly analysis was conducted using available OAG data from 2017 through the latest available for 2020. This section reviews this data for aircraft operations; aircraft used, or fleet mix; and aircraft load factors.

3.2.1 Commercial Operations

The following figure depicts total commercial operations at RSW since 1990. There is a relatively flat period of operations growth between 1990-2002, followed by a sharp increase between 2002-2007, then a mild decrease to 2014, followed by a steady increase through today (roughly 4% per year). Given the overall increase between 1990 and 2019, it can be assumed that long term forecasts of operational growth (when compared to the expected increase in passenger enplanements) will follow the same general upward trend.

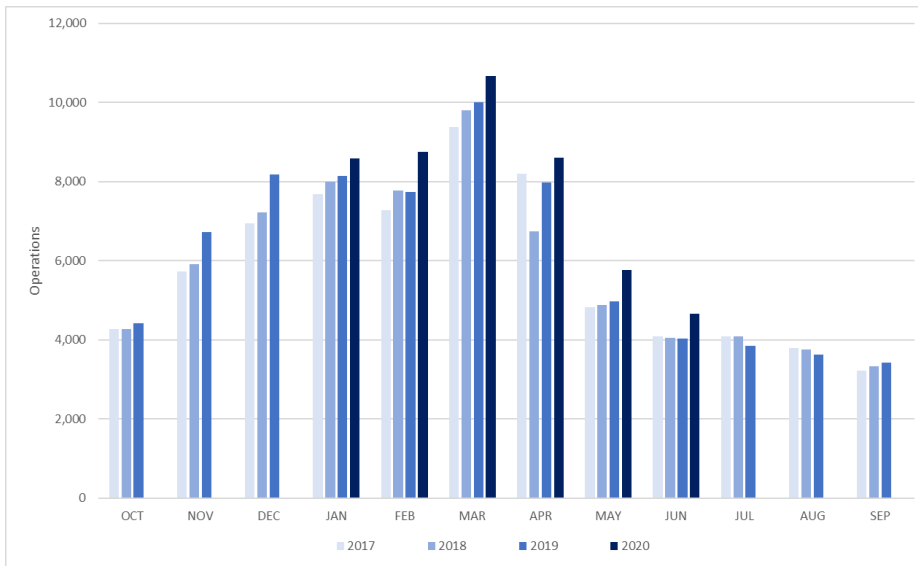
Figure 3-3 – Total Annual Commercial Operations



Source: Federal Aviation Administration - Air Traffic Activity Data System (ATADS)

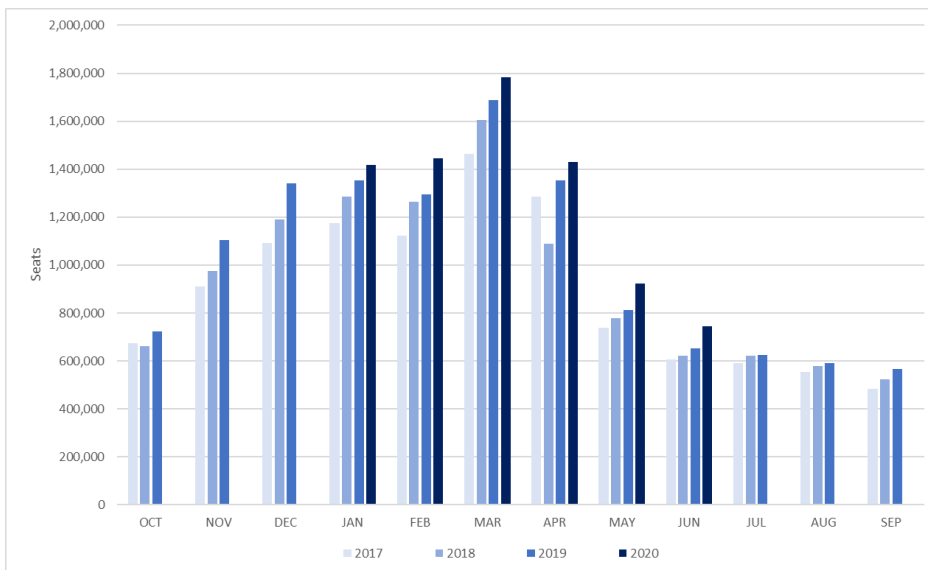
Figures 3-4 through 3-8 show the monthly commercial operations and seats for RSW, indicating the extreme seasonality of the demand. The peak month for both operations and seats in each year is March and has been increasing steadily over the past few years, particularly during the 1st quarter of the year.

Figure 3-4 – Monthly Commercial Operations at RSW



Source: OAG 2017-2020

Figure 3-5 – Monthly Seats at RSW



Source: OAG 2017-2020

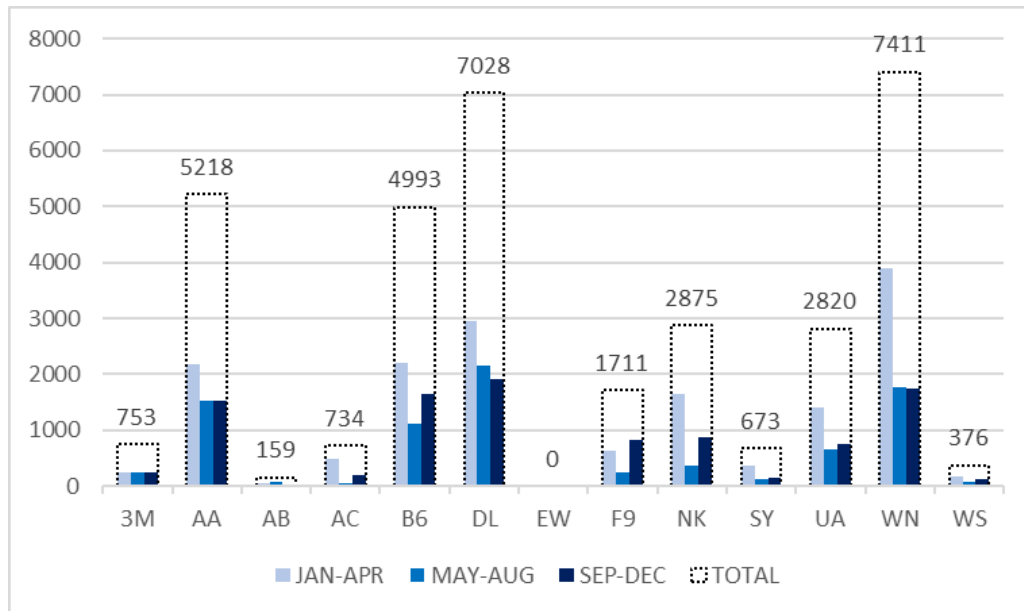
The rate of growth for the existing airlines has also been examined as it has varied over the past few years. The following tables show the number of departures for the existing carriers for 2017-2019 (including a breakdown by season shown within each bar).

For reference, airline abbreviations are as follows:

3M - Silver Airways	B6 - JetBlue Airways	SY - Sun Country Airlines
AA - American Airlines	DL - Delta Airlines	UA - United Airlines
AB - Air Berlin	EW - Eurowings	WN - Southwest Airlines
AC - Air Canada	F9 - Frontier Airlines	WS - Westjet Airlines
	NK - Spirit Airlines	

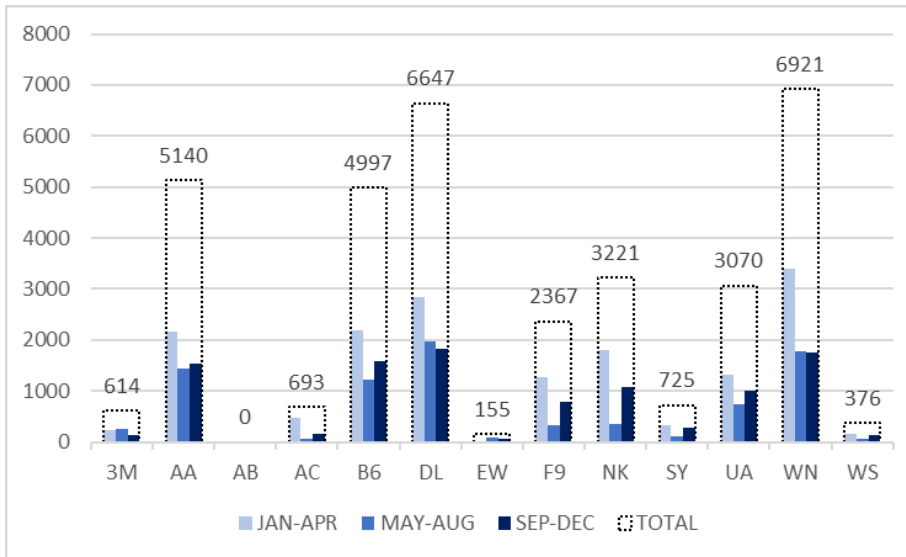
Although each airline does schedule a higher number of flights during the peak season, there is variance in how each airline maintains their number of departures throughout the year. Note also that, although total departures have grown over the timeframe shown, individual carriers have not necessarily increased year over year.

Figure 3-6 – Airline Departures in 2017



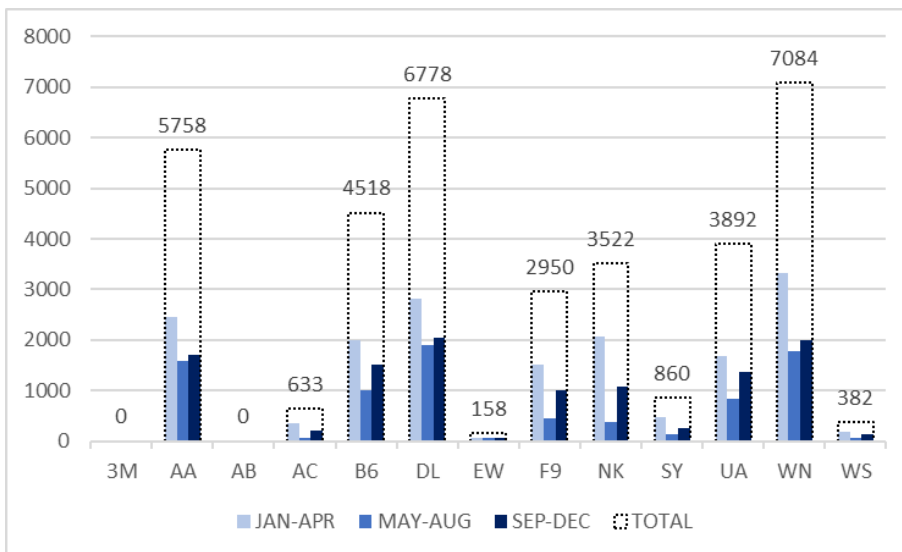
Source: OAG 2017-2019

Figure 3-7 – Airline Departures in 2018



Source: OAG 2017-2019

Figure 3-8 – Airline Departures in 2019



Source: OAG 2017-2019

3.2.2 Aircraft Used/Fleet Mix

Table 3-1 shows the breakdown of aircraft types used by the existing RSW carriers based on OAG values.



Table 3-1 – 2019/2020 Aircraft Fleet Mix Comparison

	March 2019				September 2019				March 2020			
	Regional	Narrow	Mid	Wide	Regional	Narrow	Mid	Wide	Regional	Narrow	Mid	Wide
AA	13.6%	86.4%				100.0%			11.5%	88.5%		
AC		33.5%		66.5%		100.0%				100.0%		
B6	30.4%	69.6%			11.8%	88.2%			29.2%	70.8%		
DL	2.2%	39.8%	58.0%		14.6%	32.7%	52.7%		6.7%	55.0%	38.3%	
EW				100.0%				100.0%				100.0%
F9		100.0%				100.0%				100.0%		
NK		100.0%				100.0%				100.0%		
SY		100.0%				100.0%				100.0%		
UA	1.0%	99.0%			3.9%	96.1%			5.8%	92.6%		1.6%
WN		99.1%		0.9%		100.0%				94.9%		5.1%
WS		100.0%				100.0%				100.0%		
Total	5.7%	82.5%	9.7%	2.1%	5.5%	82.4%	11.4%	0.7%	6.8%	85.3%	6.3%	1.5%

Source: OAG 2019-2020

The values presented in Table 3-1 generally match results provided in the September 24, 2019 Whitepaper (Appendix B), as shown in Table 3-2, although Delta and United have actually increased the use of regional jets in the assumed peak month for 2020.

Table 3-2 – Whitepaper Fleet Mix

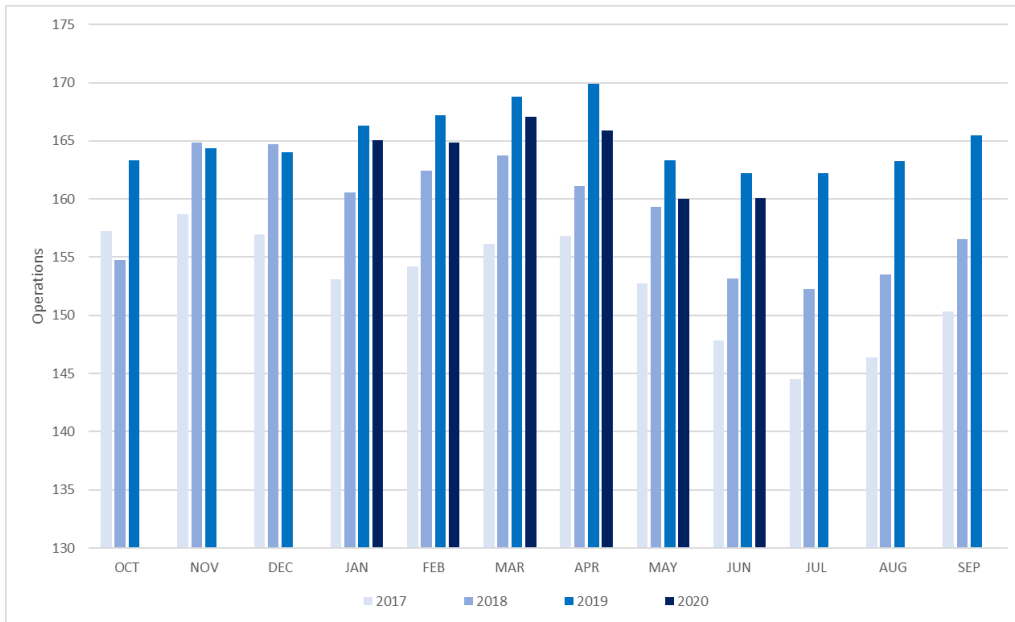
Aircraft Group	Actual Fleet Mix		Forecast Fleet Mix			
	2007	2019	2020	2025	2030	2035
Widebody	0.7%	1.1%	1.1%	1.1%	0.4%	0.4%
New Widebody	-	-	-	-	-	-
Narrowbody	83.5%	92.8%	82.7%	63.9%	50.7%	32.8%
New Narrowbody	-	0.4%	10.6%	29.4%	43.3%	61.2%
RJ	6.3%	5.5%	5.6%	5.2%	2.7%	2.3%
New RJ	-	-	-	0.3%	2.8%	3.2%
Turboprop	3.7%	-	-	-	-	-
New Turboprop	-	-	-	-	-	-
Piston	5.8%	-	-	-	-	-
Total	100%	100%	100%	100%	100%	100%

Source: OAG 2017-2019; 2020-2035 ESG Fleet Forecast

This forecasted fleet mix does assume a slight future decrease in regional jet use as well as an even larger decrease in the use of widebody aircraft, trends both supported by industry studies.

Much of the passenger growth at RSW for the past few years has been captured by increasing the gauge of aircraft serving RSW. The following figure shows the seats per operation for RSW for the past three years. Note that there was a significant increase in aircraft size particularly during the off-peak months.

Figure 3-9 – Monthly Seats Per Operation at RSW



Source: OAG 2017-2020

Table 3-3 shows the average number of seats by month for the existing carriers. This seasonality effect on aircraft used for each of the carriers will be considered when potentially adding operations.

Table 3-3 – Average Number of Seats by Month

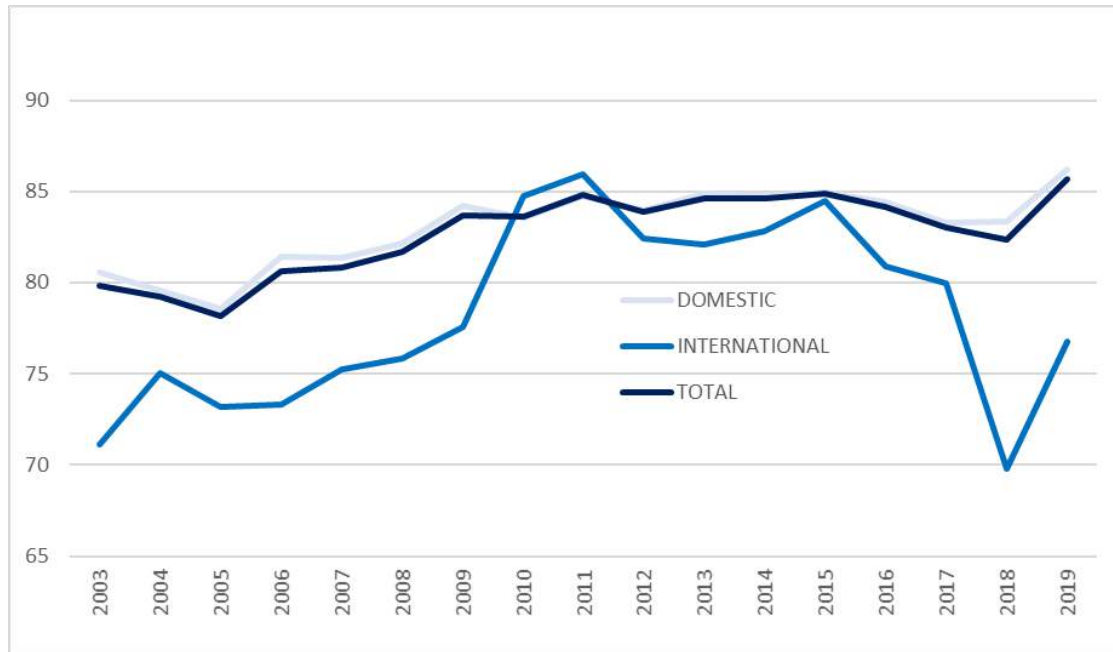
	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	TO-TAL
AA	146.1	144.6	147.3	147.8	152.9	154.3	152.1	149.1	149.6	150.6	153.6	157.0	150.8
AC	136.0	182.5	136.0	136.0	149.7	166.4	191.7	167.5	165.0	159.4	158.4	159.4	163.2
B6	150.1	154.7	157.1	157.1	160.6	158.6	148.2	147.0	143.6	145.8	149.2	151.9	150.7
DL	181.8	176.0	173.6	177.0	173.3	168.5	169.8	166.2	174.0	176.1	179.8	183.8	175.4
EW	300.0	294.8	283.0	283.0	283.0	283.0	283.0	283.0	283.0	283.0	283.0	283.0	285.4
F9	214.1	211.3	209.4	214.5	197.5	193.6	191.4	190.9	190.8	191.3	193.7	194.2	195.1
NK	178.0	176.4	176.5	176.2	180.7	182.0	184.2	186.2	184.4	183.3	182.8	183.6	183.1
SY	181.6	145.0	132.5	141.7	178.4	183.0	183.0	183.0	183.0	183.0	183.0	183.0	177.3
UA	160.9	152.4	151.6	150.2	161.9	156.8	160.1	156.1	153.1	153.6	158.0	160.9	156.7
WN	151.1	152.4	153.2	155.2	152.5	152.2	152.0	152.0	156.8	155.3	155.9	155.6	154.1
WS	167.0	160.1	152.7	156.3	165.1	172.1	154.8	151.2	149.6	142.9	158.1	151.7	154.0

Source: OAG 2019-2020

3.2.3 Load Factors

The last variable to accommodate passenger growth projections is load factor. The following table shows the annual average load factor for RSW since 2003. There has been a general increase from 80 to 86% (which has followed national averages as well) over these years, including a very volatile average load factor for international flights (which were strongest in the 2009-2017 timeframe). Maintaining an average load factor of at least 85% over the 20-year planning horizon is safe to assume. Figure 3-8 shows the load factors annual averages.

Figure 3-10 – Load Factor Annual Averages



Source: BTS T-100 Segment data

Table 3-4 shows the breakdown by airline for the first two quarters of 2019.

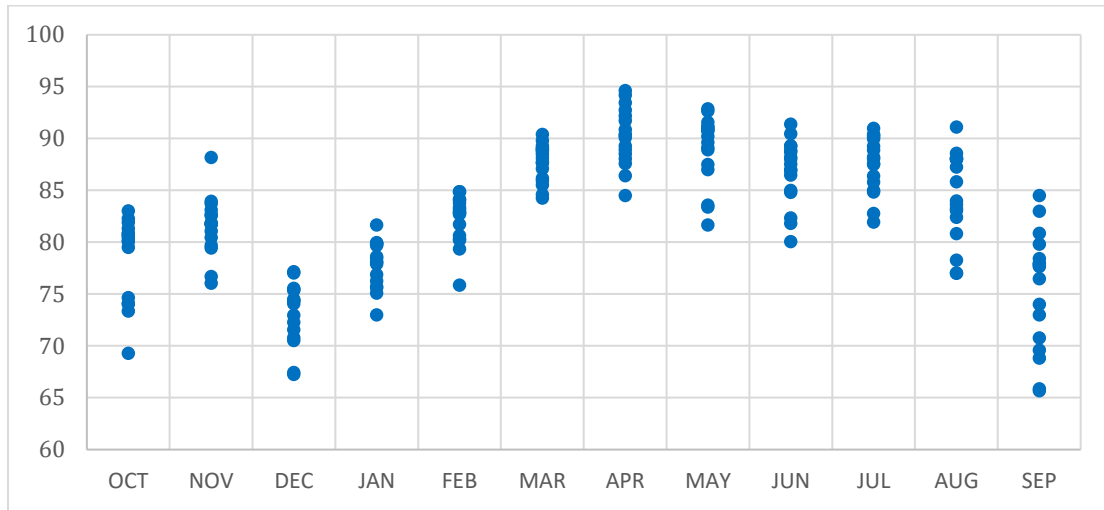
Table 3-4 – Load Factor Breakdown by Carrier

Airline	Load Factor – Q1 2019	Load Factor – Q2 2019
AA	84.5%	86.8%
B6	80.4%	84.4%
DL	85.4%	87.5%
F9	85.3%	85.8%
NK	80.5%	79.0%
SY	87.0%	85.9%
UA	82.4%	85.0%
WN	84.3%	85.3%
Grand Total	83.6%	85.3%

Source: RSW - Airline Performance Report

There is a distinct seasonality to the load factor values as well, which is influenced by both the size of the aircraft in use as well as the overall demand for the period. For this reason, there is evidence that the load factor used during the peak month to create the Design Day Flight Schedule (DDFS) could be slightly higher than the annual average of 85%. Figure 3-11 shows the load factor spread by month.

Figure 3-11 – Load Factor Spread (2003-2019) by Month



Source: BTS T-100 Segment data

Section 4—Forecasts

4.1 Enplanements/Passengers

When establishing a forecast, it is important to understand the local air service market and the factors that influence enplanements. Accordingly, the airport needs to evaluate enplanements from several perspectives with special emphasis on the local and regional factors that impact enplanements.

The demographic characteristics of an airport's catchment area (sometimes referred to as the air trade area), including population, economic base, employment, tourism, and per capita income, determine to a large extent the demand for commercial air service. Increasing population and economic activity in an airport catchment area is usually associated with increased demand for commercial air service. Certain types of employers such as universities, research oriented firms, high tech companies and activities such as tourism/recreation tend to generate higher demand for air service.

It is also true that as air service improves, economic activity increases between the linked communities. The result is incremental economic activity that would otherwise not occur. Companies conducting site evaluations for business locations often rank commercial air service high on their list of required services. Depending on the make-up of a particular community, air service may be important to maintaining the vitality of existing businesses as well as attracting new companies to the area.

Theoretically, in a deregulated airline environment, the level of air service available in a community should be determined by the demand of air service and the carrier's cost of serving the market. However, air carriers make air service decisions based on two primary factors: return on investment and company strategy. As the commercial airline industry has consolidated, the number of air carriers has been reduced as well as the level of competition in many markets. For this reason, it is important that forecasting methodologies consider these factors to the degree possible in projecting future enplanements.

Airport enplanements are a function of a variety of factors affecting demand, including demographic and economic characteristics, industry trends, localized air service considerations and the availability of alternatives. When evaluating enplanements and projecting future levels for RSW, it is important to consider several perspectives in order to understand how local, regional, and industry factors relate to the airport's outlook for enplanements over a twenty-year timeframe.

4.1.1 Performance of the 2004 Master Plan Forecasts

As a prelude to forecasting new enplanements for RSW from 2020-2040, we examined how well the methods and the forecast for the 2004 master plan performed. The enplanement

projections resulting from the market share methodology were chosen as the preferred enplanement forecast for RSW. At the time, these projections were higher than those resulting from the socioeconomic regression analyses and the FAA's TAF.

Historically between 1990 and 2000, the RSW's enplanements outpaced enplanement growth for the nation (i.e., 3.5 percent versus 3.4 percent annually between 1990 and 2000). This was particularly true at the time the 2004 Master Plan was prepared, when the RSW's enplanement growth since 1997 had increased at an annual compounded growth rate of 5.2 percent versus the 3.3 percent growth for the U.S. during the same period. This trend was expected to continue in the future given the strong growth in economic activity and population projected for the RSW Air Trade Area. Through 2012, the FAA projected total U.S. enplanements to increase by an annual compounded growth rate of approximately 3.8 percent. By comparison, under the Market Share/Growth Rate forecast, the RSW's enplanements were projected to increase at an annual compounded growth rate of 4.1 percent through 2015, and 3.9 percent through 2020.

Although the regression analyses resulted in very high correlation factors when compared to historical enplanement growth at RSW, these forecasts resulted in low annual compounded growth rates ranging from 2.4 to 3.0 percent. As such, these enplanement projections were considered to be too conservative as compared to the RSW's historical enplanement growth of 3.5 percent from 1990 to 2000. When compared to the FAA's TAF for RSW, the Market Share/Growth Rate forecast is approximately 10 percent higher (in effect TAF plus 10%) in 2015.

In summary, the market share and employment regression analyses performed rather well over the 20 year period from 2000-2020 with respect to accuracy. Variation around the estimated 2020 enplanement projection (assuming 5,000,000 enplanements) ranged from 12% below the market share projection (5,627,100) to 6% above the employment regression projection (4,749,600). This will be taken into consideration in determining a preferred forecast for RSW.

4.1.2 Forecasting Methods

A number of forecasting methodologies were used to develop planning-level enplanement projections for RSW over the 2020-2040 timeframe. The projection scenarios are based on the FAA's current TAF for RSW, a variety of industry resources and airport-specific records, and demographic data. Projections based on demographic data assume a five-county catchment area consisting of Lee, Charlotte, Collier, Glades, and Hendry Counties.

Taken together, the set of planning-level projections allows an understanding of how RSW's enplanements are related to key factors associated with passenger demand – while considering airline corporate strategy based on observed practices at the airport.. These projections are compared to the FAA's TAF for RSW, and will shape the recommendation of a preferred

forecast. Each methodology used to derive RSW passenger projections is described below, and a series of charts illustrating outcomes of each projection scenario is provided in Appendix C.

FAA Terminal Area Forecast (TAF) – The TAF is the official FAA forecast for aviation activity at U.S. airports in the National Plan of Integrated Airport Systems (NPIAS). TAF projections are produced at the individual airport level and updated annually. A complex modeling system is used to generate TAF projections based on the previous 60 quarters of available historical airline data. The TAF modeling system determines the distribution of passengers across routes within the National Airspace System (NAS), considers aircraft operating features and fleet reallocation over time, and accounts for cargo and international passenger travel. This assessment considers the TAF for RSW over the 2020-2040 timeframe. When approving airport-specific forecasts, the FAA generally considers forecasts within 10% to be consistent with the TAF.

FAA Aerospace Forecast, Fiscal Years 2019-2038 – The Aerospace Forecast is a comprehensive industry forecast used to inform the TAF projections at the national level. Specifically for this projection, the enplanement scenario growth rates were considered and evaluated for RSW. The baseline scenario uses an average annual growth rate of 1.8% a year (1.6% domestic and 3.0% international); an optimistic scenario uses an average annual growth rate of 2.5% (2.4%/3.4%); and a pessimistic scenario is based on a 1.3% annual growth rate (1.1%/2.6%). Values for 2039 and 2040 were extrapolated based on the rate of growth under each scenario.

Market Share Analysis – Generally speaking, this method calculates an individual or group's historical share of a larger population, then uses that share to project the future share of the larger forecasted population. In this case, the market share analysis utilizes RSW's historical share of overall enplanements nationally, and applies this share forward to project the airport's enplanements for the subject time period. Market share scenarios of 0.60%, 0.61%, and 0.62% were calculated for RSW.

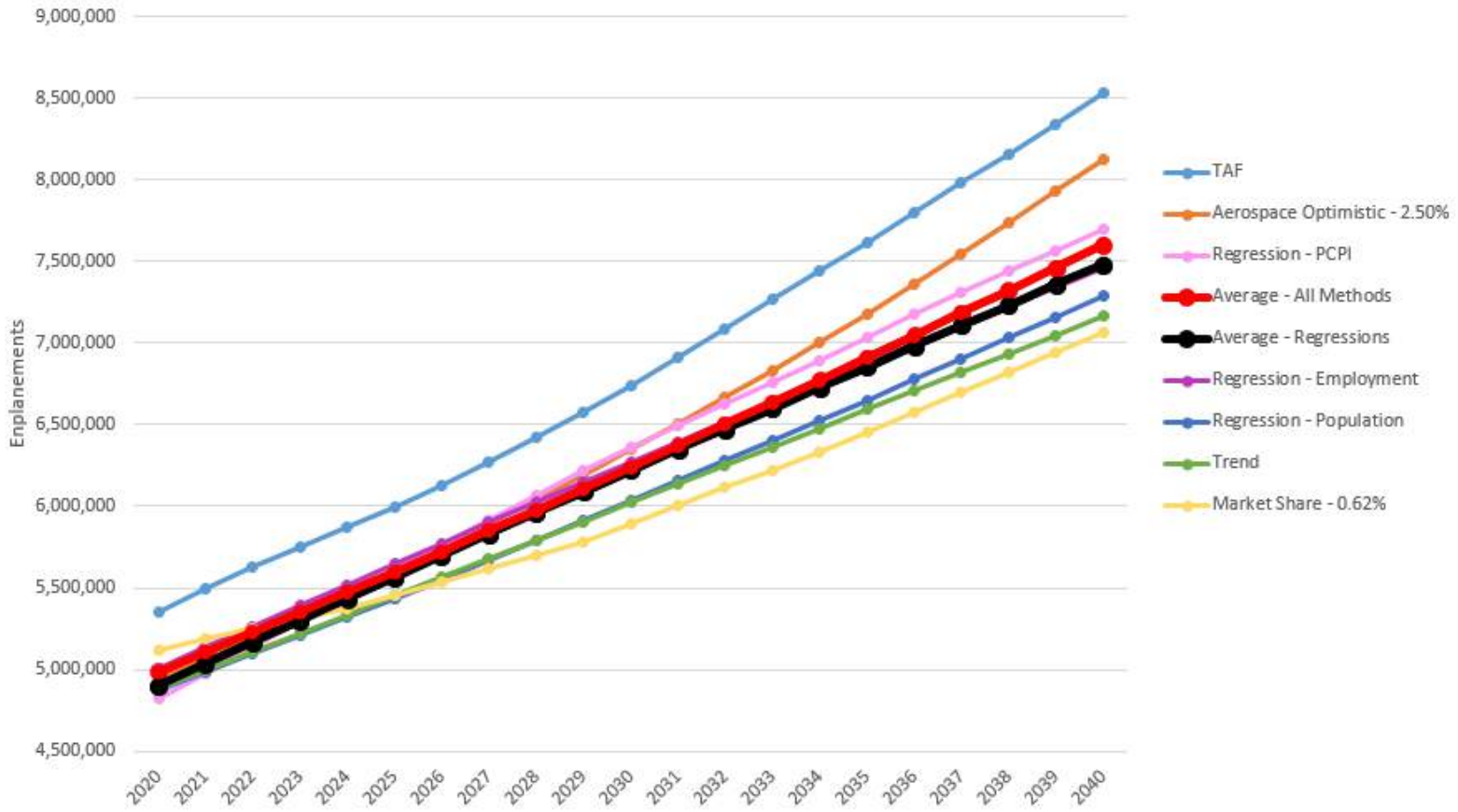
Regression Analysis – Regression is statistical method that measures demonstrated historical relationships between a dependent variable (enplanements in this case) and independent socioeconomic variables including population, per-capita personal income (PCPI) and employment in the five-county RSW market catchment area. Regression calculations were conducted to measure historical relationships between enplanements and each of these three variables, with projections based on the outcome of these calculations.

Trend Analysis – This method uses historical activity at RSW to project future enplanement levels. Time is used as the independent variable in a regression equation, with projections essentially carrying forward historical rates of growth.

Forecast Method Summary – Nine projection scenarios for RSW enplanements from 2020-2040 are included in the following summary presentation and discussion of results. These scenarios represent a broad range of the perspectives and factors considered under the various projection methodologies, illustrating a range of outcomes based on these considerations. Additional scenarios representing the average of all methods included in the summary, and the average of regression-based projections, have also been included. In viewing the Summary of RSW Annual Enplanement Forecasts (Figure 4-1) and Enplanement Forecast Summary (Table 4-1), several observations can be made.

- For 2040, enplanement forecasts range from 7,068,992 (Market Share) to 8,528,457 (TAF), a difference of 1,459,465 enplanements.
- The average forecast for all 2040 projections is 7,601,479.
- Starting with 2020, RSW has a planning platform level of approximately 10,000,000 passengers.
- Looking into the short to mid-term period (5-10 years) it seems likely to expect a temporary slowdown in the economy that moderates the rate of growth at RSW.
- The consultant team's preliminary recommendation is somewhere inside the cluster between the market share forecast for enplanements, 7,068,992 and the FAA TAF, 8,528,457 – or 14,000,000 to 17,000,000 passengers.

Figure 4-1 – Annual Enplanements Forecast Summary, 2020-2040



Source: Federal Aviation Administration, Woods & Poole, C&S Engineers Inc.



Table 4-1: Enplanement Forecast Summary

Year	TAF	Aerospace Optimistic - 2.50%	Market Share - 0.62%	Regression - Population	Regression - Employment	Regression - PCPI	Trend	Average - Regressions	Average - All Summary Methods
2020	5,354,436	4,958,391	5,122,440	4,876,089	5,008,423	4,825,021	4,880,318	4,903,178	4,991,037
2021	5,492,871	5,082,351	5,185,680	4,984,209	5,134,566	4,980,025	4,994,432	5,032,933	5,110,883
2022	5,623,770	5,209,410	5,248,000	5,094,092	5,262,117	5,138,231	5,108,545	5,164,813	5,231,122
2023	5,749,855	5,339,645	5,312,160	5,205,699	5,390,391	5,295,915	5,222,658	5,297,335	5,351,707
2024	5,872,694	5,473,136	5,375,400	5,319,085	5,518,193	5,451,801	5,336,771	5,429,693	5,472,097
2025	5,999,546	5,609,964	5,457,240	5,434,083	5,645,563	5,610,043	5,450,884	5,563,230	5,596,319
2026	6,131,514	5,750,213	5,539,080	5,550,621	5,772,343	5,765,384	5,564,997	5,696,116	5,721,284
2027	6,274,333	5,893,969	5,620,920	5,668,698	5,898,046	5,916,750	5,679,111	5,827,831	5,847,457
2028	6,424,065	6,041,318	5,702,760	5,788,186	6,023,024	6,066,234	5,793,224	5,959,148	5,974,745
2029	6,580,098	6,192,351	5,784,600	5,909,183	6,147,224	6,213,781	5,907,337	6,090,063	6,103,080
2030	6,739,935	6,347,160	5,893,720	6,031,651	6,270,630	6,357,256	6,021,450	6,219,846	6,235,206
2031	6,909,003	6,505,839	6,002,840	6,154,620	6,393,060	6,493,167	6,135,563	6,346,949	6,367,630
2032	7,086,902	6,668,485	6,111,960	6,278,015	6,514,696	6,626,684	6,249,676	6,473,131	6,501,194
2033	7,266,035	6,835,197	6,221,080	6,402,035	6,635,309	6,759,807	6,363,790	6,599,050	6,635,288
2034	7,441,399	7,006,077	6,330,200	6,526,599	6,754,861	6,894,740	6,477,903	6,725,400	6,769,647
2035	7,618,025	7,181,229	6,452,960	6,651,734	6,873,586	7,035,546	6,592,016	6,853,622	6,907,340
2036	7,801,104	7,360,759	6,575,720	6,777,508	6,991,808	7,174,937	6,706,129	6,981,418	7,046,173
2037	7,977,855	7,544,778	6,698,480	6,903,956	7,109,456	7,308,037	6,820,242	7,107,149	7,183,744
2038	8,157,875	7,733,398	6,821,240	7,031,102	7,227,096	7,436,758	6,934,355	7,231,652	7,321,684
2039	8,342,654	7,926,733	6,944,000	7,159,015	7,344,579	7,564,375	7,048,469	7,355,990	7,460,727
2040	8,528,457	8,124,901	7,068,992	7,287,709	7,461,983	7,695,486	7,162,582	7,481,726	7,601,479
AAG*	3.0%	3.2%	1.9%	2.5%	2.4%	3.0%	2.3%	2.6%	2.6%
CAGR**	2.4%	2.5%	1.6%	2.0%	2.0%	2.4%	1.9%	2.1%	2.1%

*Average Annual Growth **Compound Annual Growth Rate

Source: Federal Aviation Administration, Woods & Poole, C&S Engineers Inc.

4.1.3 Recommended Preferred Forecast

Based on the analyses conducted under this effort, the FAA TAF is recommended as the preferred forecast for RSW.

The TAF is based on a robust demand model accounting for a wide variety of national, regional and industry considerations. The TAF provides the highest 2020-2040 enplanement projections from among the set of forecasting methodologies evaluated. As a prudent planning practice, it is beneficial to project future facility needs based upon a conservative (high) forecast in order to allow for flexibility as needs may evolve under future conditions.

A number of forecasting methodologies were used to develop planning-level enplanement projections for RSW over the 2020-2040 timeframe.

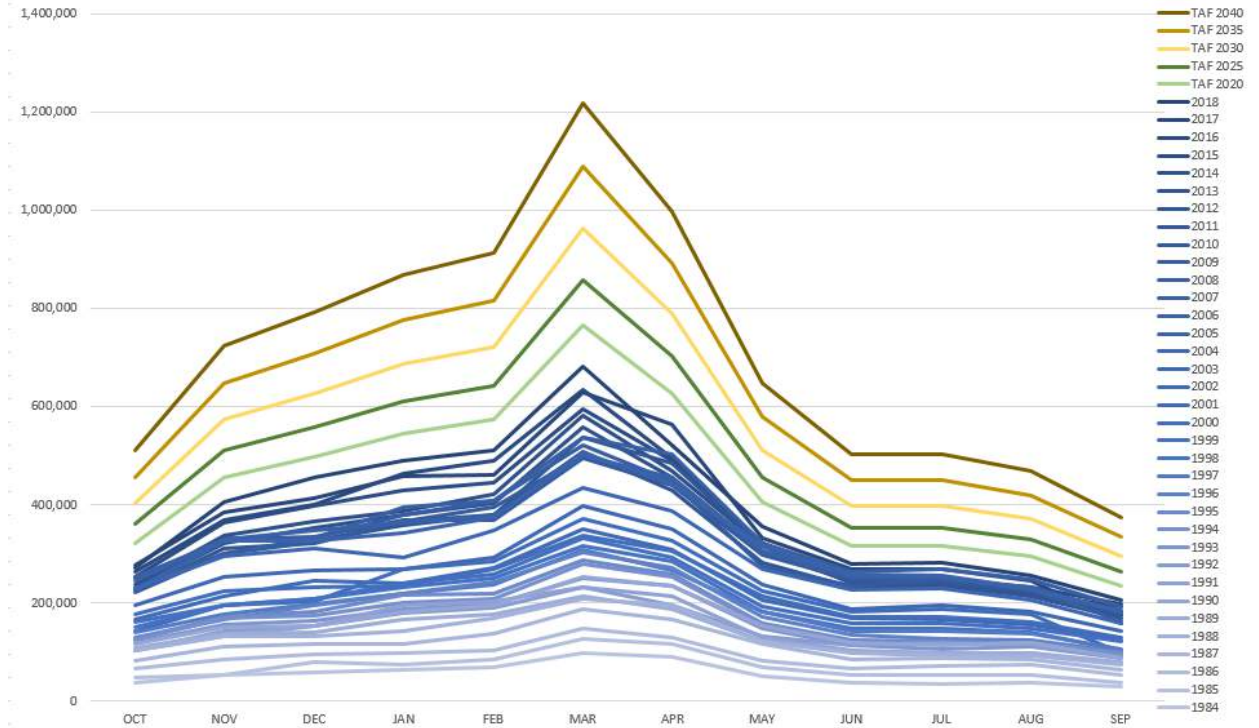
Table 4-2 provides preferred forecast (TAF) enplanement values at five-year intervals over the 2020-2040 timeframe, and Figure 4.2 illustrates a monthly distribution of forecast enplanements based on the five-year historic trend. The peak period analysis will further evaluate peaking considerations as it relates to peak month, design month, and other factors.

Table 4-2 – Annual Enplanements, Preferred Forecast

Year	Enplanements
2020	5,354,436
2025	5,999,546
2030	6,739,935
2035	7,618,025
2040	8,528,457

Source: C&S Engineers Inc.

Figure 4-2 – Preferred Forecast Monthly Distribution



Source: C&S Engineers Inc.

4.2 Commercial Operations

The commercial operations are forecasted for the 20-year planning horizon and then used to develop design day flight schedules for peak periods at five-year intervals through 2040.

4.2.1 Forecasting Methods

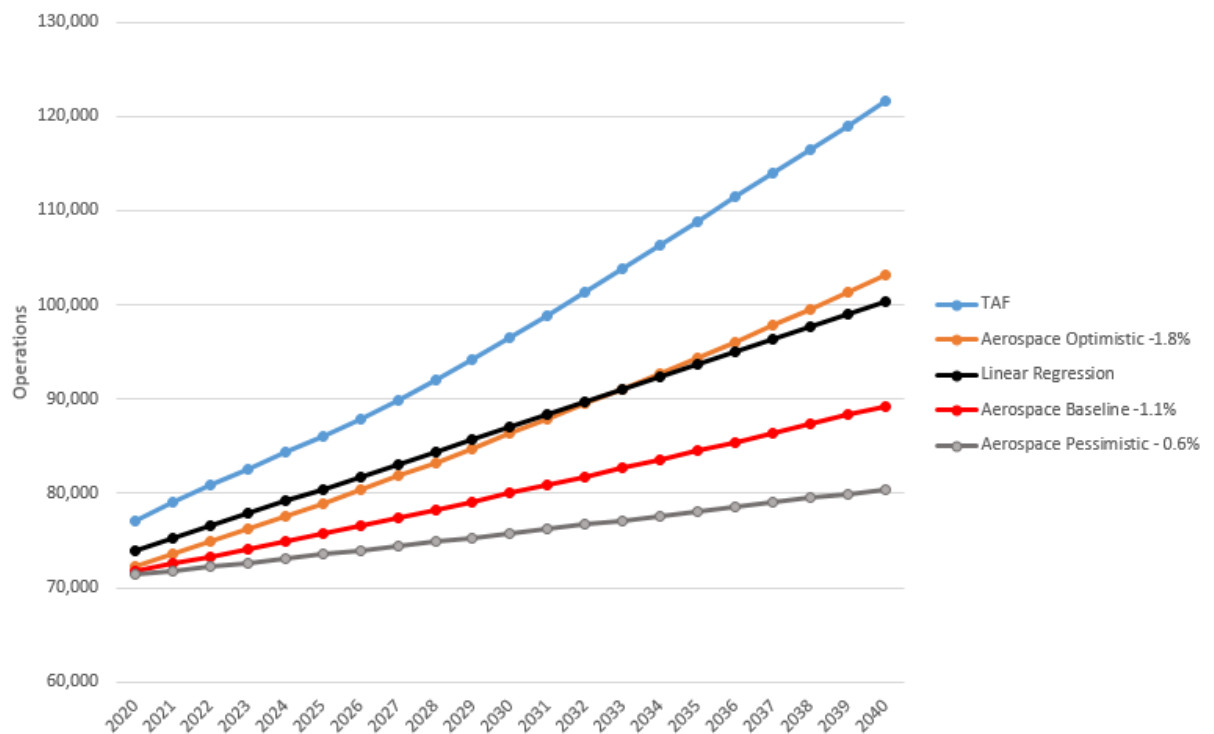
Several forecast methods were considered for the commercial passenger operations over the 20-year planning horizon at RSW. Similar to the passenger enplanements, a comparison was made of annual commercial operations estimates derived from different forecasting methodologies:

- **FAA Terminal Area Forecast (TAF)** – The current TAF has itinerant air carrier operations increasing from 77,060 operations in 2020 to 121,655 operations in 2040, an average annual growth rate of 2.3%.

- FAA Aerospace Forecast, 2019-2038** – The three annual growth rates representing Baseline, Optimistic and Pessimistic were applied and extended through 2040 using a constant rate. At 1.1% annual growth, the Baseline estimates 89,268 operations in 2040. The Optimistic forecast of 1.8% annual growth estimates 103,187 operations in 2040 while the Pessimistic forecast of 0.6% annual growth estimates 80,441 operations in 2040.
- Linear regression** – A forecast based on itinerant air carrier operations from 1990 to 2019 estimates 100,317 operations in 2040, an average annual growth rate of 1.54%.

A summary of the commercial operations forecasts is depicted in Figure 4-3 and Table 4-3.

Figure 4-3 – Annual Commercial Operations Forecast Summary



Source: Federal Aviation Administration, TransSolutions

Table 4-3 – Annual Commercial Operations Forecast Summary

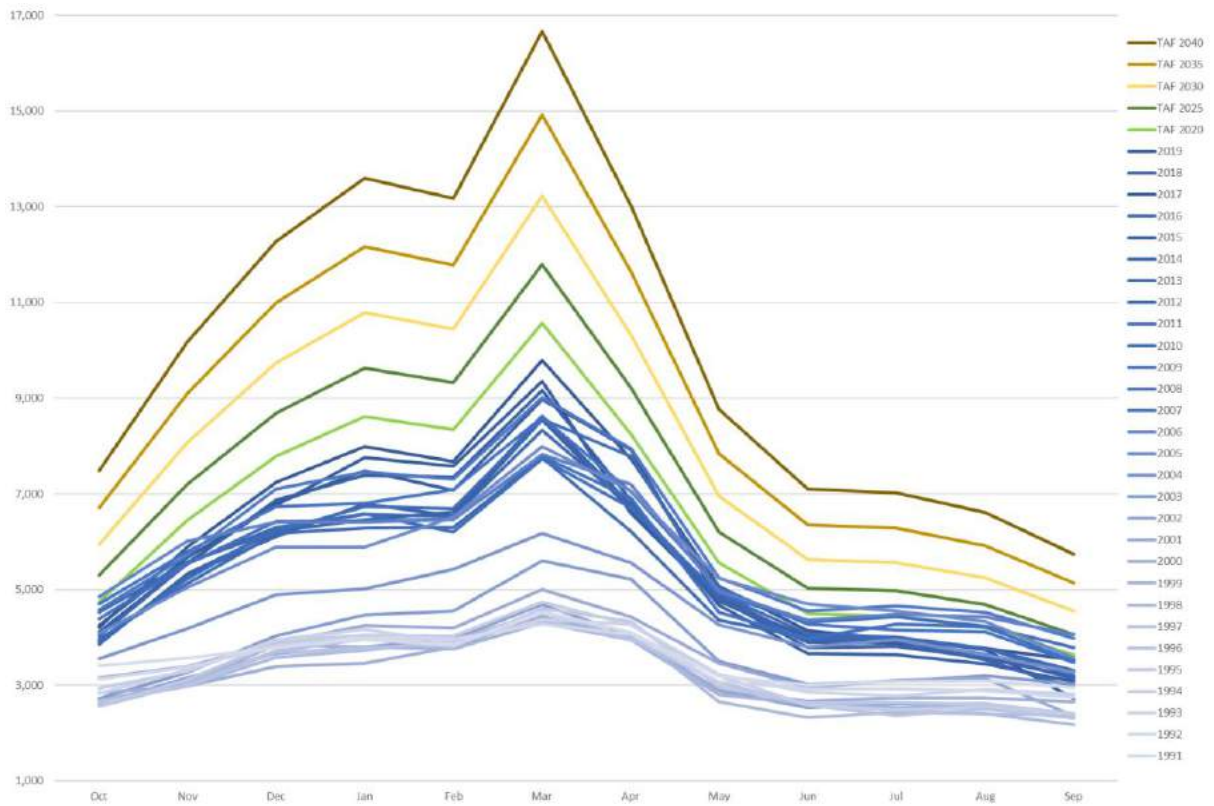
Year	TAF	Regression – Itinerant Operations	Aerospace Optimistic 1.8%	Aerospace Baseline 1.1%	Aerospace Pessimistic 0.6%	Average
2020	77,060	73,862	72,222	71,725	71,371	73,248
2021	79,004	75,185	73,522	72,514	71,799	74,405
2022	80,839	76,508	74,845	73,312	72,230	75,547
2023	82,608	77,831	76,193	74,118	72,663	76,683
2024	84,328	79,153	77,564	74,934	73,099	77,816
2025	86,103	80,476	78,960	75,758	73,538	78,967
2026	87,953	81,799	80,382	76,591	73,979	80,141
2027	89,955	83,122	81,828	77,434	74,423	81,352
2028	92,056	84,444	83,301	78,286	74,869	82,591
2029	94,248	85,767	84,801	79,147	75,318	83,856
2030	96,493	87,090	86,327	80,017	75,770	85,140
2031	98,870	88,413	87,881	80,898	76,225	86,457
2032	101,371	89,735	89,463	81,787	76,682	87,808
2033	103,893	91,058	91,073	82,687	77,142	89,171
2034	106,360	92,381	92,713	83,597	77,605	90,531
2035	108,845	93,704	94,381	84,516	78,071	91,903
2036	111,421	95,026	96,080	85,446	78,539	93,303
2037	113,908	96,349	97,810	86,386	79,011	94,693
2038	116,441	97,672	99,570	87,336	79,485	96,101
2039	119,041	98,995	101,363	88,297	79,962	97,531
2040	121,655	100,317	103,187	89,268	80,441	98,974

Source: Federal Aviation Administration, TransSolutions

4.2.2 Recommended Operations Forecast

While the TAF is a more aggressive operations forecast than even the Optimistic Aerospace Forecast, it represents the strong growth that RSW continues to experience. The operations forecast will also be based on the TAF just as the enplanement forecast. Using the five-year historical average monthly distribution, Figure 4-4 illustrates the monthly air carrier operations through 2040.

Figure 4-4 – Preferred Operations Forecast Monthly Distribution



Source: TransSolutions; Note: commercial operations data only available back to 1991

4.3 Peak Periods

Airline activity is subject to peak period movements – as described in Section 3.1, RSW experiences extreme seasonal fluctuations in passenger enplanements between peak and off-peak months. The following discussion summarizes results of the peak period analysis conducted for this study and provides rationale for the methods and key assumptions.

Design Month Average Day, and Peak Month Average Day Peak Day projections were analyzed at five-year intervals over the 2020-2040 planning timeframe. Since RSW has unique peaking characteristics, April, the second busiest month, was also analyzed and may be referred to as the design month in some of the analysis. This analysis is further explained in the next section. These values are applied in planning to estimate the size, configuration and features of terminal buildings and other airport facilities. This analysis was done to further evaluate the unique peaking characteristics of RSW and ultimately provide a recommendation for peak period planning consideration.

4.3.1 Peak Period Enplanements/Passengers

The monthly distribution of enplanements at RSW follows a non-traditional, highly pronounced seasonal pattern with strong peak demand in the late winter through spring months.

This unique degree of seasonal fluctuation poses a challenge for facility planning and design, as future facilities must be scaled to accommodate peak demand while balancing the reduced needs during off-peak months. Due to the unique nature of RSW's seasonal demand, the Airport is open to considering the possibility of basing future planning on an assumed level slightly lower than RSW's true peak month.

Given this unique circumstance at RSW, two sets of enplanement projections have been calculated for this assessment. Both historical averages, as well as a monthly trend analysis were analyzed to determine the best distribution or allocation of the monthly peaking. Historically speaking, April at RSW represents a traditional peak month with 11.7% of the annual enplanements, and March represents the Airport's true Peak Month with 14.3% of annual enplanements.

Because of a continuing trend in recent years of March continuing to get busier, a monthly trend analysis was conducted. The results show April staying relatively flat at 11.6% over the period and generally representative of December, January, and February. For the Peak Month of March though, it shows a continuing trend from 14.7% in 2020 to 15.6% in 2040. See Table 4-4a and Table 4-4b for the results of the monthly trend analysis and the recommended distribution percentages to be used for further peaking analysis.

Table 4-4a – Projected Monthly Distribution Trends - Enplanements

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	562,496	586,054	784,736	621,115	394,810	307,114	301,891	208,059	220,930	311,920	456,802	527,835
2025	648,720	675,550	898,700	695,947	430,127	330,519	322,254	302,192	234,964	341,456	511,506	616,714
2030	744,858	775,377	1,026,528	781,832	472,534	359,460	348,072	329,369	252,995	376,585	574,341	714,855
2035	856,409	891,247	1,175,535	883,691	524,465	395,599	380,832	363,151	276,061	419,322	648,905	827,869
2040	972,027	1,011,340	1,329,986	989,301	578,336	433,102	414,834	398,204	300,005	463,651	726,218	944,988

Source: C&S Engineers Inc.

Table 4-4b – Projected Monthly Distribution Trends - % Enplanements

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	10.5%	10.9%	14.7%	11.6%	7.4%	5.7%	5.6%	5.2%	4.1%	5.8%	8.5%	9.9%
2025	10.8%	11.3%	15.0%	11.6%	7.2%	5.5%	5.4%	5.0%	3.9%	5.7%	8.5%	10.3%
2030	11.1%	11.5%	15.2%	11.6%	7.0%	5.3%	5.2%	4.9%	3.8%	5.6%	8.5%	10.6%
2035	11.2%	11.7%	15.4%	11.6%	6.9%	5.2%	5.0%	4.8%	3.6%	5.5%	8.5%	10.9%
2040	11.4%	11.9%	15.6%	11.6%	6.8%	5.1%	4.9%	4.7%	3.5%	5.4%	8.5%	11.1%

Source: C&S Engineers Inc.

Table 4-4c summarizes peak month and peak month/average day enplanement projections for the April and Peak Month (March) scenarios at five-year intervals, based upon TAF values.

Table 4-4c – Peak Period Enplanement Forecast Summary

Year	April		Peak Month - March		
	April Enplanements	April Average Day Enplanements	Peak Month Enplanements	Peak Month “Peak” Day Enplanements	Peak Month “Average” Day Enplanements
2020	621,115	20,704	784,736	28,155	25,314
2025	695,947	23,198	898,700	32,244	28,990
2030	781,832	26,061	1,026,528	36,830	33,114
2035	883,691	29,456	1,175,535	42,176	37,920
2040	989,301	32,977	1,329,986	47,718	42,903

Source: C&S Engineers Inc., TransSolutions

At the TAF projected 2040 enplanement levels under the April scenario, there would be 989,301 peak month enplanements or 32,977 month/average day enplanements. Under the Peak Month (March) scenario, there would be 1,329,986 peak month enplanements, 42,903 peak month/average day enplanements, or 47,718 peak month/peak day enplanements.

4.3.2 Peak Period Operations

There are three main factors that influence how assumed growth within the Preferred Passenger Enplanement Forecast can be mapped onto a new Design Day Flight Schedule (DDFS), typically formulated as a Peak Month Average Day (PMAD) schedule.

The growth can be handled by:

- Increasing the number of operations (arrivals and departures)
- Changing the aircraft used, or fleet mix
- Adjusting the load factors for the flights

Typically, Design Day Flight Schedules (DDFS) are determined by identifying an average day in the peak month for the airport. RSW's peak month is clearly March.

However, since March at RSW is such a disproportionately significant peak month, there is some question whether airside planning should be done using that month as the basis. After reviewing historical operational data, April was determined to be the second busiest month, and DDFS were developed for both months in five-year increments: 2020, 2025, 2030, 2035 and 2040.

To develop the DDFS, the OAG for March 2020 and April 2020 were used as the base schedules. After evaluation, the average day chosen for March was Friday, March 13; for April, the average day selected was Friday, April 17. Additionally, the non-daily international operations were included in the base schedule.

Both months had similar hourly peaks with March having 18 peak hourly operations and April having 17 peak hourly operations. The increased flights in March were generally NOT added in the peak hour but rather in other time slots. Additionally, the most significant change from March to April was the number of flights scheduled by Southwest Airlines (WN). WN's operations drop by half and their share of the operations shrinks from 20% in March to only 12% in April.

The base monthly OAG schedules were grown to match the TAF operations and enplanement forecasts for each forecast year.

Converting the enplanement forecast into commercial flight operations results in the annual, monthly and design day operations summarized in Table 4-5 April and Table 4-6 for Peak Month - March.

Table 4-5 – April DDFS Details

Year	Annual Operations Counts	Average Seats per Aircraft	Monthly Operations	Average Day Peak Month Operations	Peak Hour Departure Operations
2020	77,060	170	8,580	286	17
2025	86,103	177	9,215	308	19
2030	96,493	178	10,327	346	21
2035	108,845	178	11,649	390	23
2040	121,655	179	13,020	436	26

Source: TransSolutions

Table 4-6 – Peak Month – March DDFS Details

Year	Annual Operations Counts	Average Seats per Aircraft	Monthly Operations	Average Day Peak Month Operations	Peak Hour Departure Operations
2020	77,060	168	10,757	347	18
2025	86,103	172	11,803	381	20
2030	96,493	172	13,227	427	22
2035	108,845	171	14,921	481	25
2040	121,655	172	16,677	538	28

Source: TransSolutions

Each schedule was designed so that all existing carrier’s operations grew at the same rate. The number of operations by carrier in each schedule is proportional to the schedule growth. No new carriers were added but could be edited from the new operations added in each DDFS.

Table 4-7 – April DDFS Operations by Carrier

Carrier	2025		2030		2035		2040	
	Daily Ops	Percent	Daily Ops	Percent	Daily Ops	Percent	Daily Ops	Percent
AA	44	14%	48	14%	54	14%	60	14%
AC	8	3%	8	2%	8	2%	10	2%
B6	46	15%	50	14%	58	15%	64	15%
DL	50	16%	56	16%	64	16%	72	17%
EW	2	1%	2	1%	4	1%	4	1%
F9	30	10%	34	10%	38	10%	42	10%
NK	40	13%	46	13%	52	13%	58	13%
SY	8	3%	10	3%	12	3%	12	3%
UA	38	12%	44	13%	48	12%	56	13%
WN	38	12%	42	12%	46	12%	52	12%
WS	4	1%	6	2%	6	2%	6	1%
	308	100%	346	100%	390	100%	436	100%

Source: TransSolutions

Table 4-8 – March DDFS Operations by Carrier

Carrier	2025		2030		2035		2040	
	Daily Ops	Percent	Daily Ops	Percent	Daily Ops	Percent	Daily Ops	Percent
AA	48	13%	54	13%	60	12%	68	13%
AC	12	3%	12	3%	14	3%	14	3%
B6	44	12%	48	11%	56	12%	62	12%
DL	67	18%	75	18%	83	17%	96	18%
EW	2	1%	2	0%	4	1%	4	1%
F9	30	8%	34	8%	40	8%	44	8%
NK	42	11%	48	11%	52	11%	58	11%
SY	14	4%	14	3%	16	3%	18	3%
UA	42	11%	48	11%	54	11%	60	11%
WN	76	20%	86	20%	96	20%	108	20%
WS	4	1%	6	1%	6	1%	6	1%
Total	381	100%	427	100%	481	100%	538	100%

Source: TransSolutions

Aircraft types in the schedules were allocated in such a way as to match the forecasted enplanements for each schedule using at least 85% load factor across all carriers. Aircraft seat densities were based on the seat densities used by each carrier in the base schedule.



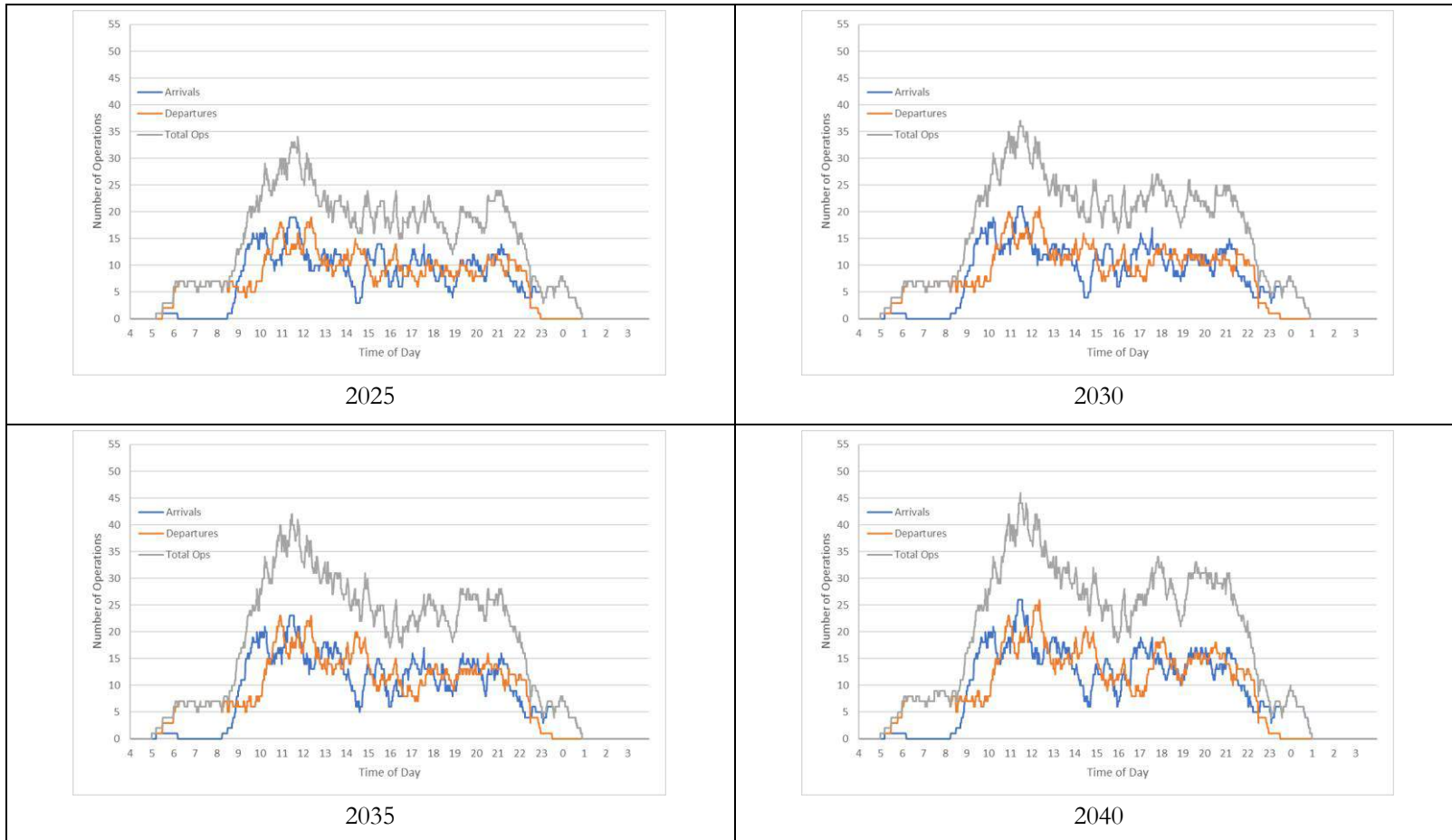
All the 767 and 757 aircraft types were phased out by 2030. In the case of Air Canada, an Airbus 330 with 285 seats was substituted for their 767 with 282 seats.

The peak hours were similarly grown proportionately within each schedule.

Each of the DDFS were provided to LCPA in Excel format.

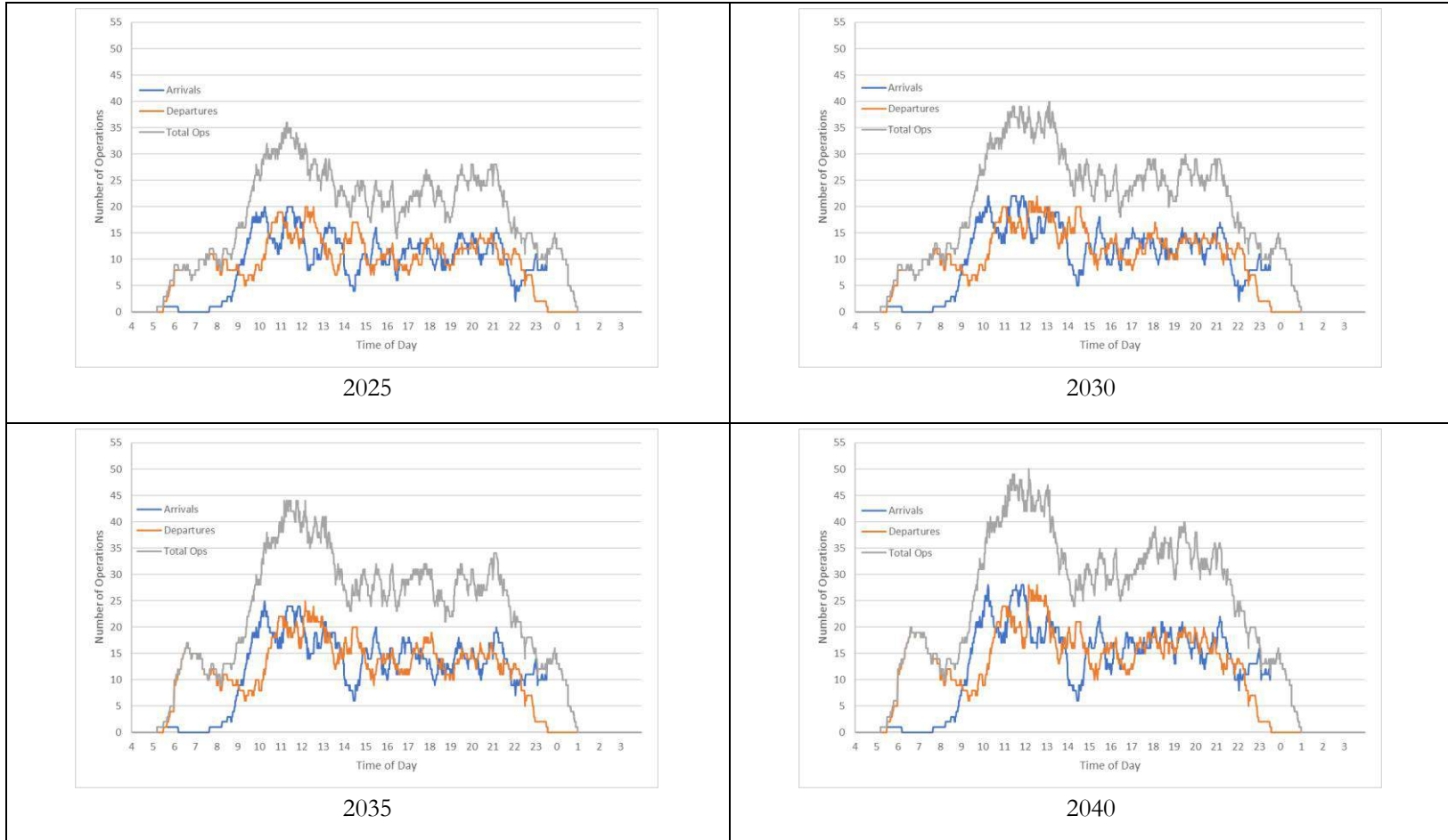
Figures 4-5 and 4-6 depict the rolling-hour operations for April and Peak Month - March.

Figure 4-5 – Rolling Hour Operations – April



Source: TransSolutions

Figure 4-6 – Rolling Hour Operations for Peak Month – March



Source: TransSolutions

4.3.3 Peak Period Considerations

The previous analysis reviewed April and Peak Month – March to understand peak period considerations for planning future facilities given the unique and generally high peak numbers for RSW. Table 4-9a and Table 4-9b summarize enplanements and operations, including peak hours, for the April Average Day and Peak Month Peak Day.

Table 4-9a – April Average Day Enplanements and Operations

Year	April				
	April Enplanements	April Average Day Enplanements	April Average Day Operations	April Peak Hour Enplanements	April Peak Hour Departures
2020	621,115	20,704	286	2,618	18
2025	695,947	23,198	308	2,982	19
2030	781,832	26,061	346	3,340	21
2035	883,691	29,456	390	3,576	23
2040	989,301	32,977	436	4,035	26

Source: C&S Engineers Inc., TransSolutions

Table 4-9b – Peak Month-March Peak Day Enplanements and Operations

Year	Peak Month - March				
	Peak Month Enplanements	Peak Month Peak Day Enplanements	Peak Month Peak Day Operations	Peak Month Peak Hour Enplanements	Peak Month Peak Hour Departures
2020	784,736	28,155	409	3,042	22
2025	898,700	32,244	462	3,484	25
2030	1,026,528	36,830	520	3,979	28
2035	1,175,535	42,176	587	4,557	32
2040	1,329,986	47,718	655	5,156	35

Source: C&S Engineers Inc., TransSolutions

The Peak Month Peak Day enplanements are assumed to keep the same ratio as in 2020, where the peak day is 3.6% of the March enplanements. To project the peak month and peak hour operations, an additional two passengers per flight are assumed in 2025, four passengers per flight in 2030, six passengers per flight in 2035 and eight passengers per flight in 2040. This accounts for some aircraft upgauging and load factor increases throughout the forecast horizon. Peak hour operations in March 2020 are 9% of peak day operations and are assumed to remain constant for future years.

4.3.3.1 Design Hour versus Peak Hour Discussion

Airport facilities are not designed to the absolute peak volume of hourly aircraft operations or passengers. Rather, the planning or design is based on a very busy day and hour, realizing that there will be several hours in the year which will exceed the designed capacity. There are various methods or approaches of determining what design hour should be used in planning airport facilities.

- Peak hour of the average day of the peak month. The *FAA Airport Master Plans (AC 150/5070-6B Change 2, January 2015)* suggests planning “based on the peak hour of the average day of the peak month. This approach provides sufficient facility capacity for most days of the year, but recognizes there will be some very busy days that experience congestion, queues, and delays and that it is important that facilities are neither under nor overbuilt. However, for some critical airport systems, the peak hour of the average day of the peak month can substantially understate the demand at peak times”.
- Standard Busy Rate (SBR). *International Air Transport Association (IATA) Airport Development Reference Manual, Edition 11, March 2019* discusses that European airports often use the 20th, 30th, or 40th busiest hour of passenger flow for terminal facilities. Applying the SBR methodology accepts that an airport terminal will exceed the designed capacity approximately 30 times per year, which could occur on 30 different days or could be more than one hour per day on the airport’s busiest days. A challenge with the SBR methodology is no consideration of how much larger the absolute peak hour volume is compared to the 30th busiest hour used for design. Generally though, planners estimate the absolute peak may be 20% higher than the SBR.

Several Airport Cooperative Research Program (ACRP) reports discuss peak periods for airport planning or design, again recommending against using the absolute peak highest peak period.

- ***ACRP Report 25 “Airport Passenger Terminal Planning and Design” Volume 1: Guidebook:*** “There are a number of methods for determining design hour passengers. One approach is to define the design hour as the 90th (or 95th) percentile busiest hour of the year. This...is a very data-intensive approach for which data is not available for the vast majority of U.S. airports...In the United States, the design hour is typically defined as the peak hour of an average day of the peak month. The design hour measures the number of enplaned or deplaned passengers departing or arriving on aircraft in an elapsed hour of a typically busy (design) day.”
- ***ACRP Report 82 “Preparing Peak Period and Operational Profiles - Guidebook”:*** “At an airport with high seasonality...the ADPM [Average Day Peak Month] design day will represent a high design day threshold corresponding to the 20th or 15th busiest day of the year.”

- **ACRP Report 26 “Guidebook for Conducting Airport User Surveys”:** “Typically either the 85th highest hour of activity over a year, or the busiest hour of a typical day in the peak month, is used as the planning peak hour.”

Analyzing the OAG flight schedules for RSW for the 12-month period, July 2019 – June 2020, the peak day is March 21 with 409 flight operations and 56,310 passengers (assuming 85% load factor). The peak hours for the peak day are compared to the average days of March and April in Table 4-10 below:

Table 4-10 – Peak Hour Comparisons – March, April 2020

		March		April
		Peak Day Peak Hour	Average Day Peak Hour	Average Day Peak Hour
Operations	Departures	22	18	18
	Arrivals	22	18	18
	Total	37	33	29
Passengers	Departures	3,042	2,577	2,618
	Arrivals	3,123	2,708	2,534
	Total	5,237	4,708	4,146

Source: TransSolutions

Note: Peak hours occur at different times of day, therefore arrivals and departures do not equal total.

When looking at just arrivals or just departures, the peak hours of the March average day and the April average day are very similar. For total operations or total passengers, the April peak is much lower than the March peaks.

For the 12-month period, July 2019 – June 2020, the number of hours when the number of operations or passengers exceeds the design hour are as follows:

- Peak hour arrivals:
 - 33 hours exceed the number of design hour arrivals. In other words, the design hour represents the 34th busiest hour for arrival operations.
 - 38 hours exceed the number of design hour arrival passengers. The design hour represents the 39th busiest hour for arrival passengers.
- Peak hour departures:
 - 26 hours exceed the number of design hour departures (operations). The design hour represents the 27th busiest hour for departure operations.
 - Absolute peak hour has 22.2% more departure operations than design hour.
 - 22 hours exceed the number of design hour enplanements. The design hour represents the 23rd busiest hour for enplanements.
 - Absolute peak hour has 16.2% more enplanements than design hour.
- Peak hour overall:

- 86 hours exceed the number of design hour flight operations. The design hour represents the 87th busiest hour for overall operations.
- Absolute peak hour has 27.6% more operations than ADDM design hour.

In future years, the number of hours which exceed the design hours will increase but will remain similar as in 2020. Even though March traffic is forecast to grow faster than other months, the relative number of hours with peak volumes greater than the design hours will not grow at the same rate.

- Design hours in 2020 are the ~35th busiest hour for arrivals, those may be 40th busiest hours by 2040.
- Design hour enplanements which today are 23rd busiest hour will likely be 30th busiest hour by 2040.

4.3.3.2 Recommendation

These design hours being the 30th – 40th busiest hour keep RSW within the general airport planning guidelines. What is more important, however, is the absolute number of peak hour passengers. In 2020, the peak hour enplanements are only 16% higher than the design hour. For the near term, April can be used for good facility planning and design. However, by 2040 the peak hour enplanements are expected to be nearly 28% higher than the April enplanements. Over the longer-term, using April to estimate departing passenger facilities would underestimate peak hour demand by a very significant number of passengers.

If the March passenger levels continue growing as forecast, the average day peak month (March) should be utilized for facility planning rather than the second busiest month. This recommendation is summarized in Table 4-11 below.

Table 4-11 – Recommended Average Day Peak Month (March)

Year	Peak Month - March				
	Peak Month Enplanements	Peak Month Average Day Enplanements	Peak Month Average Day Operations	Peak Month Peak Hour Enplanements	Peak Month Peak Hour Departures
2020	784,736	25,314	347	2,577	18
2025	898,700	28,990	381	3,131	20
2030	1,026,528	33,114	427	3,576	22
2035	1,175,535	37,920	481	4,095	25
2040	1,329,986	42,903	538	4,633	28

Source: C&S Engineers Inc., TransSolutions

Section 5—Conclusions

5.1 Comparison to FAA TAF

As discussed in Section 4.1.3, based on the analyses conducted under this effort, the FAA TAF is recommended as the preferred forecast for RSW.

The TAF is based on a robust demand model accounting for a wide variety of national, regional and industry considerations. The TAF provides the highest 2020-2040 enplanement projections from among the set of forecasting methodologies evaluated. Generally speaking, as a prudent planning practice, it is beneficial to project future facility needs based upon a conservative (high) forecast in order to allow for flexibility as needs may evolve under future conditions. Furthermore it is important to reiterate that the forecasts of demand must be constantly monitored and compared with actual enplanements annually.

As a final point, the level of performance of the forecast will predicate the speed at which facility requirements will be needed to accommodate and meet this demand. If the rate of demand slows over the forecast period, capital projects can also be tempered to match the facility requirements with expected forecast levels.

5.2 Annual Forecast Summary

The forecast of aviation demand demonstrates a robust rate of future enplanement and operations growth for RSW from 2020-2040. To summarize:

- An improving economy at home and solid growth abroad translated into another good year for U.S. aviation in 2018 and 2019. Airlines posted their tenth consecutive year of profits as they boosted revenue growth at the fastest rate since the recession.
- The U.S. airline industry has become nimbler in adjusting capacity to seize opportunities or minimize losses, helping to raise yields for the first time in four years.
- Responding to the increase in demand and a commitment to serve its users, a terminal development project is planned to begin in 2020. The \$200+ million project will enhance the travel experience at RSW, especially during the busy winter season.
- 2019 was a record-breaking year with more than 10.2 million passengers traveling through Southwest Florida International Airport. During December, 1,077,818 passengers traveled through RSW, which was an increase of 14.2 percent compared to December 2018, and the best December in RSW's 37-year history. Year-end passenger traffic was up 9.1 percent compared to 2018.
- March is the peak month at RSW – the five-year average percentage of annual enplanements for March is 14.3% and is trending to 15.6% by 2040. The four-month January-April peak season represents 46.9% of RSW's annual enplanement volume for the five-year average timeframe.

- The forecasted fleet mix assumes a future decrease in regional jet use as well as an even larger decrease in the use of wide body aircraft, trends both supported by industry studies.
- For 2040, enplanement forecasts range from 7,068,992 (Market Share) to 8,528,457 (TAF), a difference of 1,459,465 enplanements.
- The average forecast for all 2040 projections is 7,601,479.
- Starting with 2020, RSW has a planning platform level of approximately 10,000,000 passengers.
- A number of forecasting methodologies were used to develop planning-level enplanement projections for RSW over the 2020-2040 timeframe. These methods included the FAA Terminal Area Forecasts, FAA Aerospace Forecasts, market share Analysis, Regression Analysis and Trend Analysis.
- Based on a comparison of the analyses conducted under this effort, the FAA Terminal Area forecast (TAF) is recommended as the preferred forecast for RSW. The TAF provides the highest 2020-2040 enplanement and operations projections from among the set of forecasting methodologies evaluated. As a prudent planning practice, it is beneficial to project future facility needs based upon a conservative (high) forecast in order to allow for flexibility as needs may evolve under future conditions.

Table 5-1 – Summary Enplanement and Operations Forecast Values

Year	Enplanements	Commercial Operations
2020	5,354,436	77,060
2025	5,999,546	86,103
2030	6,739,935	96,493
2035	7,618,025	108,845
2040	8,528,457	121,655

Source: C&S Engineers Inc., TransSolutions

5.3 Peak Forecast Summary

This analysis reviewed the second busiest month (April) and Peak Month (March) to understand peak period considerations for planning future facilities given the unique and generally high peak numbers for RSW.

If the March passenger levels continue growing as forecast, the average day peak month (March) is recommended to be utilized for facility planning rather than the second busiest month. This recommendation is summarized in Table 5-2 below.



Table 5-2 – Recommended Average Day Peak Month (March) Enplanements and Operations

Year	Peak Month - March				
	Peak Month Enplanements	Peak Month Average Day Enplanements	Peak Month Average Day Operations	Peak Month Peak Hour Enplanements	Peak Month Peak Hour Departures
2020	784,736	25,314	347	2,577	18
2025	898,700	28,990	381	3,131	20
2030	1,026,528	33,114	427	3,576	22
2035	1,175,535	37,920	481	4,095	25
2040	1,329,986	42,903	538	4,633	28

Source: C&S Engineers Inc., TransSolutions



TECHNICAL MEMORANDUM

TO: Mark Fisher
Lee County Port Authority

FROM: C&S Companies
TransSolutions

DATE: May 28, 2021

RE: **Southwest Florida International Airport (RSW) Passenger and Operations Forecast
May 2021 Supplement - FINAL**
(Task 77; C&S Project No. K82.003.004)

1. Introduction

As part of the RSW Terminal Area Master Plan Update process, in May 2020 the Lee County Port Authority (LCPA) completed a Passenger and Operations Forecast for Southwest Florida International Airport (RSW, Airport). A number of key elements from this May 2020 analysis are based on the Federal Aviation Administration (FAA) 2019 Terminal Area Forecast (TAF), which was released early in 2020 and predates the COVID-19 pandemic. The 2019 TAF was identified as the Preferred Forecast for terminal area planning purposes, and peak period forecasts and design day flight schedules were based on 2019 TAF projections.

In the year since the RSW Passenger and Operations Forecast was prepared, the COVID-19 pandemic has caused severe disruption to the aviation industry worldwide. While major pandemic-related impacts continue at the time of this update, early signs of recovery appear to be taking hold in the United States and rates of air travel are trending upward.

In May 2021, the FAA released the 2020 TAF for RSW, which reflects the impacts of COVID-related air travel disruption and includes a multi-year recovery period before Airport traffic again reaches pre-pandemic levels. This memo supplements previous forecasting work by summarizing key points from the 2020 TAF for RSW and discussing the updated forecast in the context of previous 2019 TAF “Preferred Forecast” levels as well as current trends and relevant observations.

2. TAF Comparison, 2019-2020

The May 2020 Passenger and Operations Forecast identifies the 2019 TAF as the Preferred Forecast from among a number of forecasting methodologies that were used to develop planning-level projections for RSW over the 2020-2040 timeframe. The 2019 TAF yielded the highest set of projections

from the various methodologies evaluated, and was deemed most appropriate to project future facility needs.

The recently released 2020 TAF incorporates pandemic-related impacts to air travel as part of an updated methodology, leading to some variation from the previous (2019) TAF.

2.1. Passengers

Table 1 provides a comparison of 2019 and 2020 TAF passenger enplanement projections throughout the 2020-2040 timeframe.

Year	TAF 2019 Preferred Forecast	TAF 2020	% Change, TAF 2019 to 2020
2020	5,354,436	3,528,276*	(34%)
2021	5,492,871	3,466,417	(37%)
2022	5,623,770	3,900,102	(31%)
2023	5,749,855	4,518,957	(21%)
2024	5,872,694	5,137,184	(13%)
2025	5,999,546	5,555,174	(7%)
2030	6,739,935	6,446,853	(4%)
2035	7,618,025	7,270,909	(5%)
2040	8,528,457	8,052,256	(6%)

Sources: FAA Terminal Area Forecast (TAF), LCPA *actual/observed value

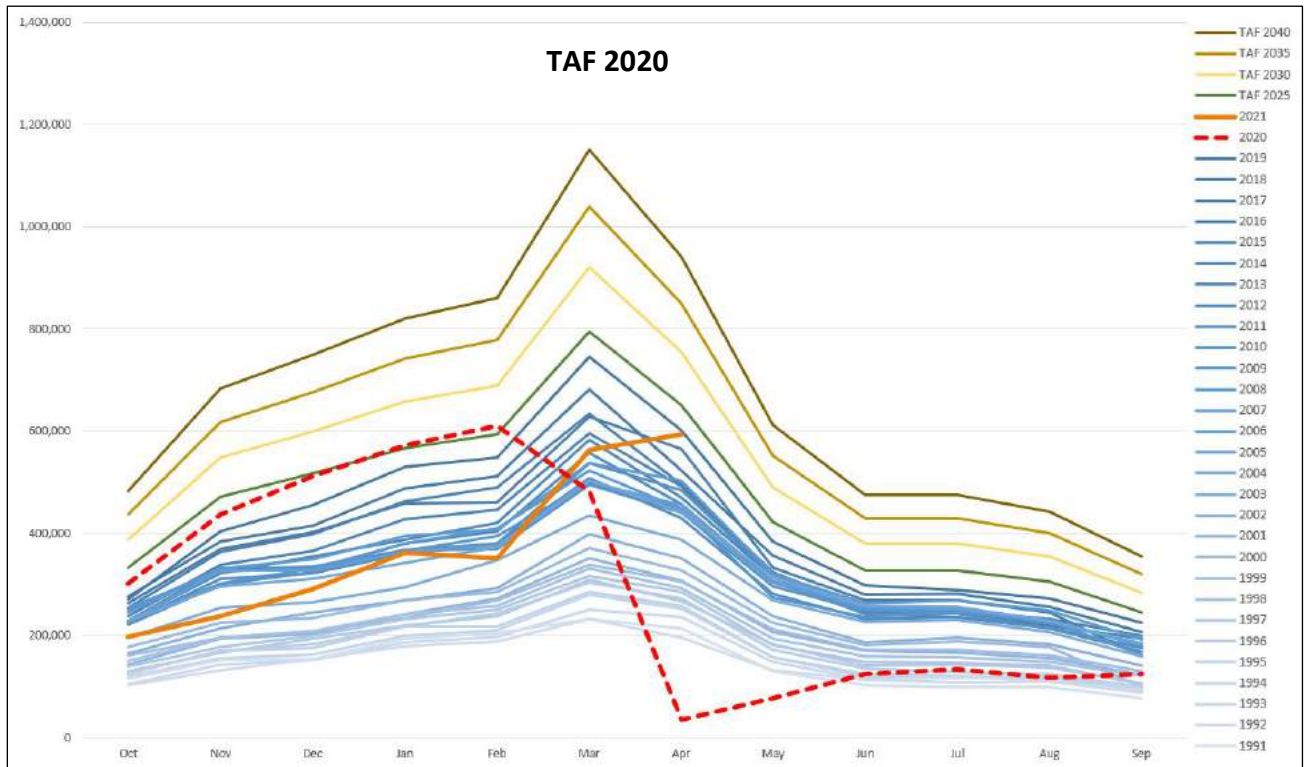
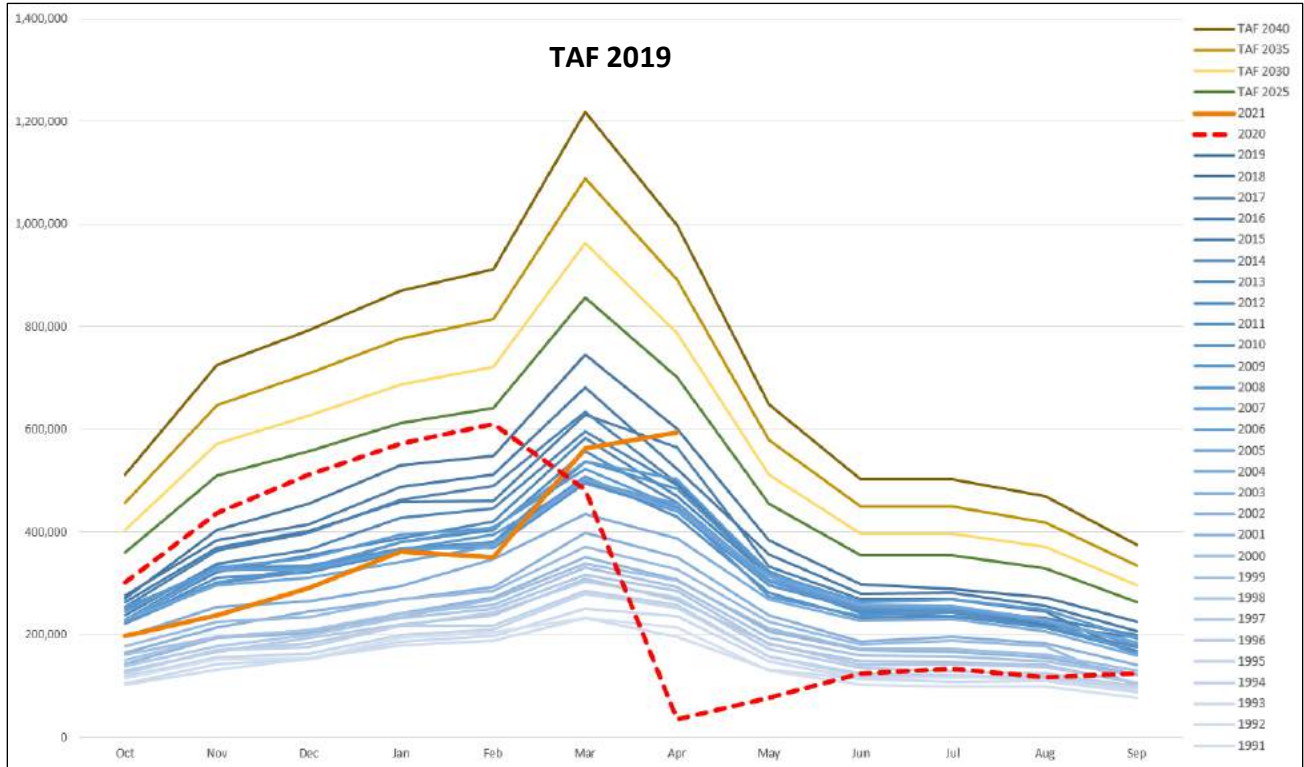
Pandemic-related impacts led to a dramatic reduction in passenger enplanements in fiscal year (FY) 2020 (Oct 2019 - Sept 2020) relative to the 2019 TAF projection: Approximately 3.5 million enplanements occurred at RSW in 2020, and this is 34% fewer than the projected 5.4 million. The 2020 TAF projects approximately 3.5 million passenger enplanements in FY 2021, which is 37% fewer than the 5.5 million enplanements in the 2019 TAF.

The 2020 TAF anticipates a steady recovery over an approximately five-year period before assuming more consistent annual growth with passenger enplanements ranging between 4-7% lower than projected in the 2019 TAF. RSW would return to 2019 levels in the 2024-2025 timeframe. From 2025 forward, 2020 TAF enplanement projections run about two years behind what was forecast in the 2019 TAF. In other words, 2027 enplanements from the 2020 TAF are comparable to 2025 enplanements from the 2019 TAF, 2028 would be comparable to 2026, and so on.

RSW experiences a strong pattern of seasonal fluctuation as an influx of seasonal residents and tourism activity leads to much higher enplanement levels during the peak travel season of January-April than in the summer and fall months.

Updated Figure 4-2 provides an illustration of RSW's historic and projected seasonal fluctuation in travel demand. A similar figure from the May 2020 Passenger and Operations Forecast included projections at five-year intervals through 2040 based on the 2019 TAF. The updated Figure 4-2 has added enplanement data for FY 2020 and 2021 year-to-date (YTD) that were not available at the time of the previous analysis, and allows a comparison of projected enplanement levels and seasonal distribution between the 2019 TAF and more recent 2020 TAF values.

Updated Figure 4-2 – Monthly Passenger Enplanement Distribution, 2019 and 2020 TAF



Sources: FAA, LCPA, C&S Engineers Inc.

As shown in Updated Figure 4-2, passenger enplanements have increased consistently at RSW over the past few decades and growth has been most pronounced during the peak travel season.

FY 2019 was a record year for RSW as highest-ever levels were reached in each month of the year and the Airport surpassed 5 million enplanements for the first time.

FY 2020 stands out as an outlier due to the COVID-19 pandemic, with a departure from the overall trend of consistent growth and a seasonal pattern that is inconsistent with all other years. The five-month period from October 2019 through February 2020 surpassed previous-year enplanement levels by sizable margins, suggesting that RSW’s trend of rapid growth would likely have continued in the absence of the pandemic. For much of FY 2020 beginning in April, enplanements were dramatically reduced to levels below or comparable to those recorded in the early 1990s.

YTD enplanements for FY 2021 suggest the beginning of a strong recovery in enplanement counts. Enplanements increased steadily over the first few months of FY 2021 in a pattern generally consistent with historic trends. March 2021 enplanements increased to 563,497, which is 24% lower than the pre-pandemic 2019 level for this month. In April 2021, RSW had 594,163 passenger enplanements – this is just 1% lower than the 601,658 enplanements recorded in 2019, which is the highest level ever recorded for the month of April.

Passenger enplanements under the 2019 and 2020 TAF projection scenarios – illustrated above at five-year intervals from 2025-2040 – reflect continued growth across the timeframe and follow seasonal trends in line with historic monthly distribution and rates of growth. Updated Figure 4-2 shows slightly higher projected monthly enplanements in future years under the 2019 TAF than the 2020 TAF, in line with differences in annual projections between these forecasts.

2.2. Operations

The 2019 TAF that was utilized to develop the RSW operations forecast delivered to LCPA in May 2020 was developed prior to the impact of COVID-19 on global aircraft operations. Table 2 provides a summary comparison of RSW operations forecasts based on the 2019 and 2020 TAF.

The 2020 TAF, which accounts for COVID-related impacts, forecasts that 2021 total operations at RSW will be 16% lower than originally projected in the 2019 TAF.

Table 2: Forecast Operations, 2019 and 2020 TAF											
Year	TAF 2019 Preferred Forecast					TAF 2020					Chg. in Total Ops
	Air Carrier	Air Taxi	GA	Mil	Total Ops	Air Carrier	Air Taxi	GA	Mil	Total Ops	
2020	77,060	4,175	7,424	1,146	89,805	-	-	-	-	-	-
2021	79,004	4,217	7,425	1,146	91,792	65,353	4,404	7,430	1,617	78,804	(16%)
2022	80,839	4,259	7,426	1,146	93,670	69,505	4,443	7,431	1,617	82,996	(13%)
2023	82,608	4,302	7,427	1,146	95,483	76,226	4,479	7,432	1,617	89,754	(6%)
2024	84,328	4,345	7,428	1,146	97,247	80,930	4,524	7,433	1,617	94,504	(3%)
2025	86,103	4,388	7,429	1,146	99,066	86,149	4,570	7,434	1,617	99,770	1%
2030	96,493	4,612	7,434	1,146	109,685	97,775	4,804	7,439	1,617	111,635	2%
2035	108,845	4,848	7,439	1,146	122,278	108,845	5,050	7,444	1,617	122,394	.1%
2040	121,665	5,094	7,444	1,146	135,339	121,655	5,309	7,449	1,617	132,581	(2%)

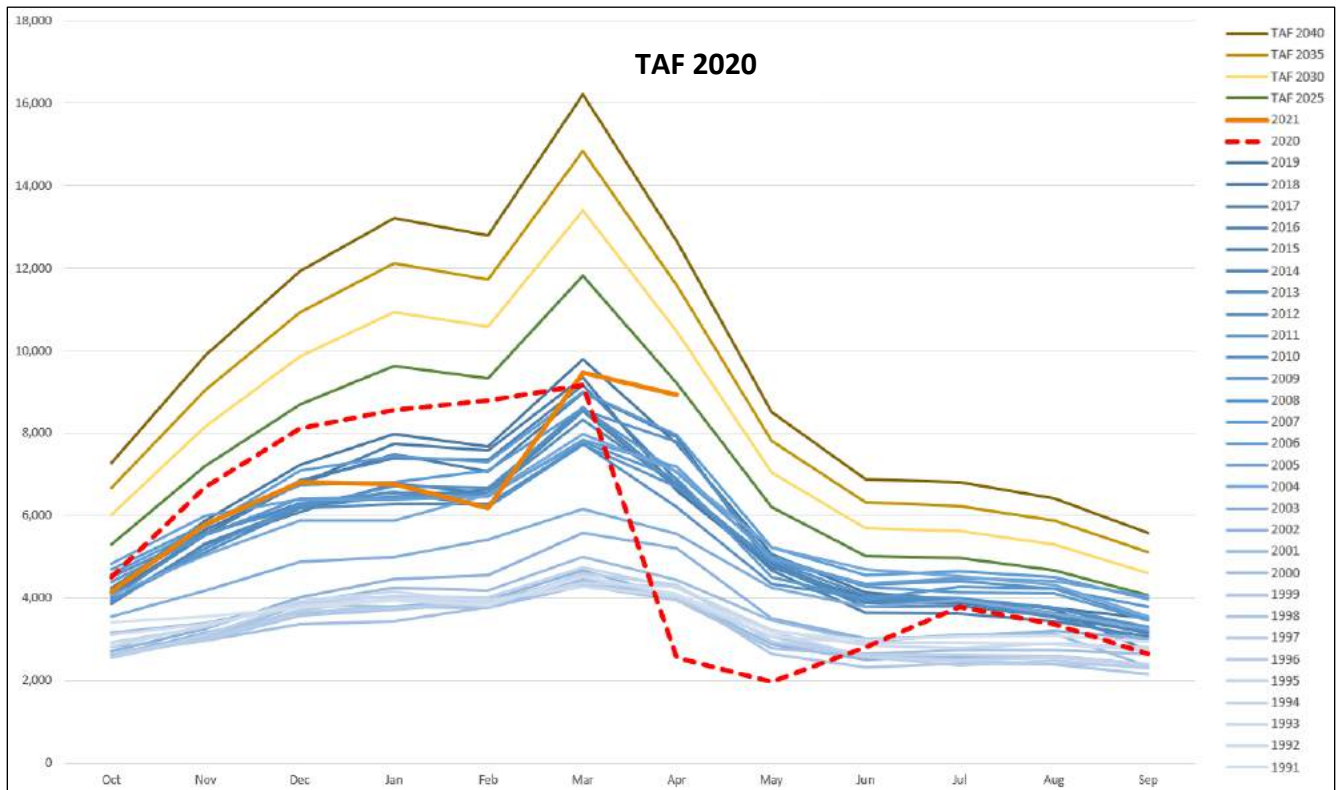
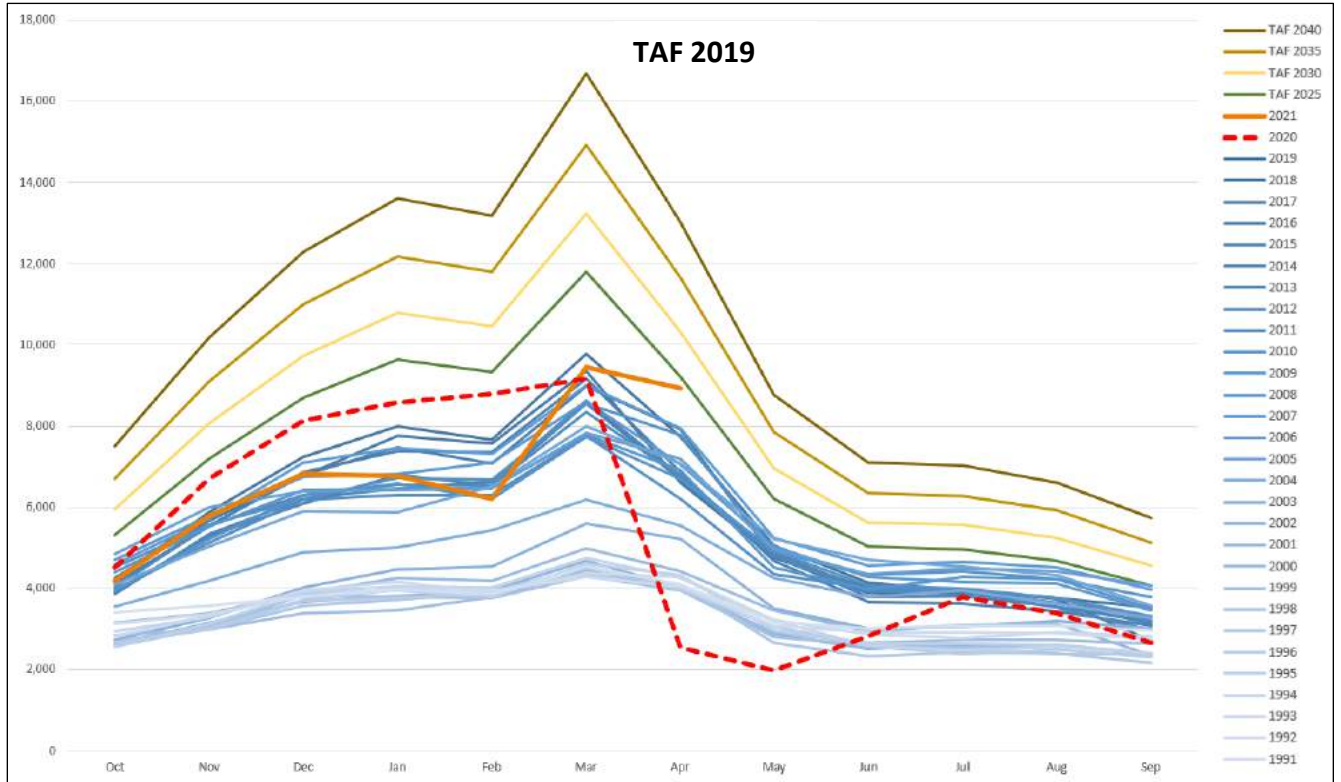
Sources: FAA Terminal Area Forecast (TAF)

The recorded number of total operations at RSW during FY 2020 was 76,486, down 9.5% from 83,787 operations during FY 2019 and 17% lower than the 89,805 operations forecast in the 2019 TAF. The 2020 TAF indicates that total operations are not expected to return to the 2019 level before 2023.

The total number of YTD FY 2021 (Oct 2020 – April 2021) operations at RSW is 59,541. Historically, the months of October – April have accounted, on average, for approximately 71% of full-year operations at RSW. Assuming the operations to date represent 71% of full FY 2021 operations, total operations this year are projected to reach just under 84,000, exceeding the 2019 level. Current year-to-date operations also suggest the number of full-year operations during FY 2021 is likely to surpass 2020 TAF projections not only for 2021 but for 2022 also.

Updated Figure 4-4 illustrates historic and projected seasonal fluctuation in commercial operations at RSW. A similar figure from the May 2020 Passenger and Operations Forecast included projections based on the 2019 TAF. The updated Figure 4-4 includes updated operations data for FY 2020 and 2021 year-to-date (YTD), with an additional set of projections based on the 2020 TAF for comparison against the 2019 TAF.

Updated Figure 4-4 – Monthly Commercial Operations Distribution, 2019 and 2020 TAF



Sources: Federal Aviation Administration, TransSolutions

As with passenger enplanements, commercial operations have increased consistently at RSW during the past three decades with strongest growth during the peak travel season, as illustrated in Updated Figure 4-4.

Due to COVID-19, FY 2020 was the exception to the trend, with monthly operations decreasing in March and then significantly from April 2020 onward. Operations during the four-month period from November 2019 through February 2020, however, exceeded previous-year levels by sizable margins, suggesting that the growth in operations likely would have continued in the absence of the pandemic.

Year-to-date in FY 2021, commercial operations have increased steadily to levels comparable to pre-pandemic conditions. Demonstrating the rebound in traffic at RSW, there were 8,928 operations in April 2021 – this is 15% more than the 7,736 operations in April 2019 and represents the highest-ever operations count for the month of April.

Operations in the 2019 and 2020 TAF forecasts, as illustrated at five-year intervals from 2025-2040, project continued growth at a rate that is fairly consistent in both the 2019 TAF and 2020 TAF for years 2025 through 2040.

3. Trends & Observations

Despite being impacted by the extremely challenging business climate from Spring 2020 through the present, RSW has fared better than most peer airports and the overall U.S. air travel industry. After bottoming out at enplanement reductions of 94% and 80% in April and May 2020 relative to 2019 levels, enplanements remained in the approximate range of 40-60% below previous-year levels for the remainder of FY 2020 and into the first few months of FY 2021. Overall, FY 2020 RSW enplanements were 30% below 2019 levels. Operations did not drop as much as passengers during most of 2020, indicating that load factors or passengers per aircraft were significantly reduced from pre-COVID levels.

Signs of a strong recovery are apparent at RSW with an upward trajectory in recorded enplanements through the first several months of FY 2021. The Airport recorded more than 594,000 enplanements in April 2021, which is just 1% less than the pre-pandemic level from April 2019. Commercial operations have recovered even more rapidly than enplanements at RSW as April 2021 operations exceeded the April 2019 level by a 15% margin. If FY 2021 operations follow a typical percent distribution by month, RSW operations could exceed pre-pandemic 2019 levels in the current year.

Looking ahead to the near future, RSW leads the nation's commercial airports in added seat capacity since before the pandemic. The airlines have added more than 3 million seats for Summer 2021 compared to Summer 2019 – this represents a capacity increase of 57.8% over what currently stands as the record year for RSW¹.

The observed and anticipated near-term growth in traffic at RSW is largely attributed to its position as a leisure market with expanding appeal to domestic travelers in a time of pandemic recovery, however continued population and industry growth are also expected to support increased air travel demand in the longer term.

In summary, RSW's pandemic-era performance and early recovery stand out among commercial airports nationally. Current trends in passenger enplanements and operations indicate that a strong recovery is

¹ 192 US Airports Have More Capacity Than Before the Pandemic. [192 US Airports Have More Capacity than Before the Pandemic - Simple Flying](#). May 4, 2021.

underway, and continued growth is expected. RSW is on track to outperform 2020 TAF projections which assume a multi-year recovery period.

4. Recommendations

In May 2020, the LCPA completed a Passenger and Operations Forecast for RSW, which identified the 2019 TAF as the Preferred Forecast for terminal planning purposes. This memo supplements the May 2020 effort by addressing the newly released 2020 TAF and providing a discussion of pandemic-related conditions and recent trends experienced by the Airport.

Signs of strong current and near-term growth suggest that – assuming no further disruptive events – RSW is already on track to exceed 2020 TAF projections and continue its long-term growth trends.

Based on the information provided above, there is no apparent need to reconsider use of the 2019 TAF as the Preferred Forecast for Airport planning. The updated 2020 TAF incorporates information gained over the course of the 2020 and uses new methods to set an anticipated recovery timeframe, but these assumptions involve a degree of uncertainty related to future events and behaviors. RSW holds a unique and favorable market position, and is likely to continue to outperform national trends through the recovery era and potentially beyond.

As a matter of sound planning practice, it is appropriate for the Airport to continue its use of the May 2020 report that identifies the 2019 TAF Preferred Forecast, peak period forecasts, and design day flight schedules (DDFS) for facility and master planning.