



**LEE COUNTY PORT AUTHORITY
AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

MEETING AGENDA

1:30 PM

February 15, 2022

**Training and Conference Center
Southwest Florida International Airport**

Pledge of Allegiance

Reorganization of Airports Special Management Committee

Public Comment on Consent and Administrative Agenda

Consent Agenda

Administrative Agenda

Executive Director Items

Port Attorney Items

Airports Special Management Committee Items

Adjourn

CONSENT AGENDA

ADMINISTRATION - Brian McGonagle

1. **Request Committee approve the minutes of the December 16, 2021 Airports Special Management Committee (ASMC) meeting.**

Term:

N/A

Funding Source:

N/A

2. **Request Board approve a “Lease of Terminal Space at Southwest Florida International Airport” with Airline Tech Reps, LLC.**

Term:

month-to-month commencing February 1, 2022

Funding Source:

N/A

3. **Request Board approve an agreement with Home Depot USA, Inc. DBA The Home Depot Pro Institutional for the purchase of Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies, and related products on an as-needed basis for the term of the agreement.**

Term:

3/3/2022 - 12/31/2026

Funding Source:

Net revenues from the normal operation of the Southwest Florida International Airport and Page Field

4. **Request Board approve an agreement with Home Depot USA, Inc. for the purchase of maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies, and Related products and services on an as-needed basis for the Term of the agreement.**

Term:

3/3/2022 - 12/31/2026

Funding Source:

Net revenues from the normal operation of the Southwest Florida International Airport and Page Field.

CONSENT AGENDA – Continued**AVIATION - Steve Hennigan**

5. **Request the Board approve the First Amendment to the Service Provider Agreement for the Repair and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems with Johnson Controls, Inc. extending the initial term of Contract No. 8294 for an additional four (4) years as provided for in the original Agreement.**

Term:

June 1, 2022 to May 31, 2026

Funding Source:

General Operating Revenue collected during normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets.

6. **Request Board approve Chris-Tel Proposal CTC #2138-C in the amount of \$261,861.91 for installation of security cameras and related infrastructure at Page Field per the terms and conditions of the Chris-Tel Construction Service Provider Agreement as approved by the Board on November 4, 2021.**

Term:

Project Duration

Funding Source:

UH5120041203.506410

7. **Request Board award the purchase of a John Deere 6110M-C4 tractor with rear and side flail mower attachments to Alamo Industrial Group, Inc. in the amount of \$158,279.00 using Sourcewell Contract #070821-AGI.**

Term:

N/A.

Funding Source:

Capital Account VB5131541200.506410

DEVELOPMENT - Mark Fisher

8. **Request Board approve a federal grant (Airport Rescue Grant Program, Grant Agreement No. 3- 12-0027-024-2022) from the Federal Aviation Administration for American Rescue Plan Act (ARPA) funds in the amount of \$148,000 for Page Field.**

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA**ADMINISTRATION - Brian McGonagle**

9. **Request Board approve a Budget Amendment in the FY 2021/2022 Lee County Port Authority Operating Budget to increase the budgeted operating expenses and revenues for Page Field.**
Term:
N/A
Funding Source:
Net revenues from the normal operation of Page Field.
10. **Request Board approve a Fourth Amendment to “Airline-Airport Use and Lease Agreement with JetBlue Airways Corporation.”**
Term:
extending from September 30, 2021, to September 30, 2023
Funding Source:
N/A
11. **Request Board approve a First Amendment to “Airline-Airport Use and Lease Agreement” with Sun Country, Inc.**
Term:
October 1, 2021 to September 30, 2023
Funding Source:
N/A
12. **Request Board approve an amendment to the “Lease of TSA Office Space at Southwest Florida International Airport’s Midfield Terminal” with the United States of America.**
Term:
through April 17, 2023
Funding Source:
N/A
13. **Request board award Request For Bids No. 22-08NJD to COMCONEXX, LLC and PELICAN ELECTRICAL GROUP, INC. to perform low voltage cabling on an as needed basis at the unit prices bid.**
Term:
6 years from execution of agreement
Funding Source:
General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.503460 Information Technology

ADMINISTRATIVE AGENDA - Continued**AVIATION - Steve Hennigan**

14. **Request Board approve a work authorization with Fuel Facility Management, Inc. in the amount of \$603,569 which includes a 10% contingency, to perform specific priority one repairs to the rent-a-car fuel system at RSW as allowed for under LCPA contract #8419.**

Term:

N/A

Funding Source:

General Airport Operating Revenue collected during normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, to be reimbursed by RSW Rent-A-Car Agencies.

15. **Request Board award RFB 22-23MLB Septic Tank and Grease Trap Cleaning Services for The Lee County Port Authority to Rockfill Associates dba Crews Environmental as the lowest, responsive and responsible bidder in the estimated amount of \$135,720 annually for the initial five-year term and \$159,720 for the remaining two-year renewal period, or \$998,040 for the full seven-year period per the terms and conditions of the contract.**

Term:

One initial five-year term with one (1) additional two-year renewal period with services to commence on or around April 1, 2022 at the discretion of the executive director.

Funding Source:

General Airport Operating Revenues derived from airport user fees in the estimated amount of \$998,040 from account string VB5131541200-504390.

DEVELOPMENT - Mark Fisher

16. **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 Complex.**

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA - Continued

DEVELOPMENT - Mark Fisher

- 17. Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04) in the amount of \$2,445,825 from the Florida Department of Transportation for the Airport Traffic Control Tower at Southwest Florida International Airport.**

Term:
N/A

Funding Source:
N/A
- 18. Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02) in the amount of \$9,895,673 from the Florida Department of Transportation for the Terminal Expansion at Southwest Florida International Airport.**

Term:
N/A

Funding Source:
N/A
- 19. Request Board approve a federal grant (Airport Rescue Grant Program, Grant Agreement No. 3- 12-0135-062-2022) from the Federal Aviation Administration for American Rescue Plan Act (ARPA) funds in the amount of \$33,178,988 for Southwest Florida International Airport.**

Term:
N/A

Funding Source:
N/A
- 20. Request Board approve a federal grant (Airport Rescue Grant Program, Concessions Rent Relief Airport Rescue, Grant Agreement No. 3-12-0135-63-2022) from the Federal Aviation Administration for American Rescue Plan Act (ARPA) funds in the amount of \$4,321,194 for concession relief at Southwest Florida International Airport.**

Term:
N/A

Funding Source:
N/A

EXECUTIVE DIRECTOR ITEMS

PORT ATTORNEY ITEMS

COMMENTS FROM THE CHAIR OF THE ASMC

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
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| <p>1. REQUESTED MOTION/PURPOSE: Request Committee approve the minutes of the December 16, 2021 Airports Special Management Committee (ASMC) meeting.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves minutes for December 16, 2021 ASMC meeting pursuant to Florida Statute §286.011 and LCPA Policy.</p> | <p>5. CATEGORY: 1.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/15/2022</p> <p>7. BoPC MEETING DATE: N/A</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:

Attachment:
ASMC Meeting Minutes-12/16/2021 - Draft

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>

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

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEETING DECEMBER 16, 2021

A meeting of the Airports Special Management Committee (ASMC) was held this date, December 16, 2021, in the Training and Conference Center at Southwest Florida International Airport, with the following members present:

Noel Andress (Chair)
Fran Myers (Vice Chair)
Randy Krise
Robbie Roepstorff

Committee members John Goodrich, Scott Cameron and Dana Carr were absent for the entire meeting.

Noel Andress called the meeting to order at 1:30 p.m. followed by the Pledge of Allegiance.

On file (electronically) in the Communications and Marketing Office: Monthly Project Summary Report for December and the Procurement Status Report for December.

Public Comment on Consent or Administrative Agenda Items: No public comments on the Consent or Administrative agenda.

The following are Consent Agenda items pulled for discussion:

Noel Andress (Chair)	None
Fran Myers (Vice Chair)	None
Randy Krise	None
Robbie Roepstorff	None

CONSENT AGENDA - A motion to approve the Consent agenda was made by Randy Krise seconded by Robbie Roepstorff, called and carried with members John Goodrich, Scott Cameron and Dana Car absent (4-0).

CONSENT AGENDA ITEMS

ADMINISTRATION

1. Request Committee approve the minutes of the November 16, 2021 Airports Special Management Committee (ASMC) meeting.
Term:
N/A
Funding Source:
N/A
2. Request Board approve an “Access and Temporary Construction Easement Agreement” with Alta Realty II LLC, and a “Landlord’s Consent to, and Agreement Regarding, Leasehold Mortgage” with Alta Realty II LLC and Associated Bank, National Association.
Term:
not to exceed the term of the existing ground lease to Alta Realty II LLC
Funding Source:
N/A
3. Request Board approve a “Lease of Terminal Space at Southwest Florida International Airport” with Swissport SAUSA, LLC.
Term:
month-to-month, beginning December 1, 2021
Funding Source:
N/A

AVIATION

4. Request Board approve the addition of one Battalion Chief position within the Lee County Port Authority Aircraft Rescue & Fire Fighting, to the collective bargaining unit for District 22, Captains & Battalion Chiefs, Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc.
Term:
NA
Funding Source:
NA

ATTORNEY

5. Request Board approve a Utility Easement to Florida Power & Light Company to provide electrical services to the remote loading dock located at Southwest Florida International Airport.

Term:

N/A

Funding Source:

N/A

6. Request Board approve a Utility Easement to Florida Power & Light Company to provide electrical services to Lou's Total Car Care, Inc. on LCPA-leased property at Page Field.

Term:

N.A

Funding Source:

N/A

ADMINISTRATIVE AGENDA ITEMS

ADMINISTRATION

7. Request Board approve the Actual Fiscal Year 2020-21 Rates and Fees for the Southwest Florida International Airport and any airline fee settlement and revenue sharing, as required by the Airline-Airport Use and Lease Agreement.

Term:

N/A

Funding Source:

General airport operating revenues collected during the normal operation of the Airport, Fund 41200.

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. Executive Director Ben Siegel and Mr. McGonagle responded to questions from Committee members, including whether the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) money needs to be reimbursed if the airport made money for the FY and a request for clarity regarding signatory verses non-signatory airlines. There were no further questions from the Committee members.

A motion to approve the item was made by Fran Myers, seconded by Randy Krise, called and carried with John Goodrich, Scott Cameron and Dana Car absent (4-0).

8. Request Board approve the use of Florida State contract 43220000-NASPO-19-ACS to purchase network equipment needed for the Terminal Expansion Project at Southwest Florida International Airport in an amount not to exceed \$560,892, which includes 10% contingency.

Term:

September 30, 2024

Funding Source:

RSW Construction Fund account string 20859541236.506542

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. There were no questions from the Committee members.

A motion to approve the item was made by Fran Myers, seconded by Robbie Roepstorff, called and carried with John Goodrich, Scott Cameron and Dana Car absent (4-0).

9. Request Board approve a “Nonparticipating Airline Airport Use Permit” agreement with TEM Enterprises (d/b/a Avelo Airlines)

Term:

from November 1, 2021, until terminated.

Funding Source:

N/A

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. There were no questions from the Committee members.

A motion to approve the item was made by Fran Myers, seconded by Randy Krise, called and carried with John Goodrich, Scott Cameron and Dana Car absent (4-0).

10. Request Board approve a Fourth Amendment to “Airline-Airport Use and Lease Agreement with Delta Air Lines, Inc.”

Term:

extending from September 30, 2021, to September 30, 2023

Funding Source:

N/A

From the podium, Brian McGonagle, deputy executive director of administration, gave a brief summary to update the Committee on the item. There were no questions from the Committee members.

A motion to approve the item was made by Fran Myers, seconded by Robbie Roepstorff, called and carried with John Goodrich, Scott Cameron and Dana Car absent (4-0).

EXECUTIVE DIRECTOR ITEMS

Items of interest are contained in the Executive Director Remarks dated December 16, 2021 (copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

PORT ATTORNEY ITEMS

Assistant Port Authority Attorney Mark A. Trank updated Committee members on the extension of the federal mask mandate that was originally due to expire on Jan. 18 and has now been extended to March 18.

On a related note, a U.S. Federal District Court in Georgia issued a nationwide injunction against the Biden administration’s federal contractor vaccine mandate that would apply to all transportation agencies that have a federal presence, including airports. The Port Authority was notified by the

Transportation Security Administration (TSA) they would not pursue adding language to contracts or leases implementing the mandate for the foreseeable future.

AIRPORTS SPECIAL MANAGEMENT COMMITTEE ITEM

Fran Myers asked for information related to the recent arrest of a passenger at RSW. Executive Director Ben Siegel explained the circumstances that lead to the arrest of the passenger, stating the incident is still under investigation.

Ms. Myers then asked for clarity regarding a report of pilot concerns about the new 5G Network's effect on airplane and airport aviation equipment. Mr. Sigel stated that the FAA and other aviation-related agencies are currently monitoring closely any effects 5G networks may have on navigational aids and avionics.

Robbie Roepstorff thanked staff for the tour of the new air traffic control tower at RSW stating that she enjoyed the view. She then asked when the FAA would be given control of the facility and when the tower would become operational. Mr. Siegel responded that the tower would be turned over to the FAA in February 2022 and would become fully operational in early 2023.

Noel Andress thanked the staff for all they do throughout the year and wished everyone Happy Holidays.

ADJOURN

The Chair adjourned the meeting at 1:55 p.m.

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 Airline Tech Reps, LLC.
2. **FUNDING SOURCE:** N/A
3. **TERM:** month-to-month commencing February 1, 2022
4. **WHAT ACTION ACCOMPLISHES:** Moves Airline Tech Reps, LLC to larger space in the terminal building.

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

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. BACKGROUND:

Airline Tech Reps, LLC ("ATR") provides airliner maintenance and repair services to airlines at Southwest Florida International Airport pursuant to a "Permit Agreement for Airliner Maintenance and Repair" dated January 5, 2017. ATR and the Authority are also parties to a Lease of Terminal Space at Southwest Florida International Airport, dated May 3, 2018, and amended January 16, 2020. ATR now desires to lease a larger operations space.

This proposed lease agreement will cover rooms 1D41202, 1D41203, and 1D41204 (containing approximately 619 square feet combined), located on the first floor of the RSW terminal building, and will replace ATR's 2018 Lease beginning February 1, 2022. The term of the proposed lease agreement will be month-to-month. 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 \$5,627.74 per month. Monthly rent is subject to periodic adjustment by the Authority beginning October 1, 2022, 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
- APPROVED as AMENDED
- DENIED
- OTHER

13. PORT AUTHORITY ACTION:

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

CONTRACT SUMMARY

Tenant: Airline Tech Reps, LLC
2000 N.E. Jensen Beach Boulevard
Jensen Beach, Florida 34957

Leased Premises: Rooms #1D41202, 1D41203, and 1D41204, containing approximately 619 combined square feet, located on the first floor of the RSW Terminal Building.

Allowed Use(s): Office and storage space associated with tenant's permitted operations at the Airport

Term of Lease: Commences February 1, 2022, and will continue month-to-month thereafter until terminated by either party upon thirty (30) days advance written notice

Rents and Fees: Monthly rent of \$5,627.74; subject to change by the Authority October 1, 2022, and not more frequently than annually thereafter, by giving at least 30 days advance written notice of such change.

Security/Perf. Guaranty: \$12,405.24

Insurance Requirements: Lessee must keep in force insurance required by its Permit Agreement

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

LEASE OF TERMINAL SPACE AT

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2022, 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 **AIRLINE TECH REPS, LLC**, a Texas limited liability company (herein referred to as "Lessee"), with offices at 2000 N.E. Jensen Beach Boulevard, Jensen Beach, Florida 34957.

Background

The Authority operates Southwest Florida International Airport, located at Fort Myers, in Lee County, Florida (the "Airport"). Lessee provides airline maintenance and repair services and operates at the Airport under a "Permit Agreement for Airliner Maintenance and Repair" (herein the "Permit Agreement") dated January 5, 2017. Lessee and Authority are also parties to a "Lease of Terminal Space at Southwest Florida International Airport" dated May 3, 2018, and amended January 16, 2020 (herein referred to as the "2018 Lease"). To support its operations, Lessee desires to relocate from the space it leases under the 2018 Lease, to a larger space in the Airport's terminal building. The Authority is willing to terminate the 2018 Lease and lease such new 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:

Rooms #1D41202, 1D41203, and 1D41204 containing approximately 619 combined square feet, located on the first floor of the D Concourse, as shown on Exhibit A attached hereto.

ARTICLE 2
TERM

The initial term of this lease will commence on February 1, 2022, and will continue thereafter on a month-to-month basis, unless or until one of the parties shall end this lease, effective at the end of a calendar month, by giving the other party written notice thereof, in the manner provided below, at least thirty (30) days prior to the end of the term.

ARTICLE 3
USE OF LEASED PREMISES

The Lessee shall use the leased premises solely for office and storage space related to its permitted operations at the Airport 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 \$5,627.74. This rate is subject to being changed October 1, 2022, 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 any other agreement Lessee may have with the Authority, including Lessee's Permit Agreement.

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

ARTICLE 11
LICENSES AND TAXES

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

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

ARTICLE 12
SECURITY DEPOSIT

Lessee's security deposit in the amount of \$12,405.24, which was provided to the Authority as security for a previous lease dated January 5, 2017, and is still held as security for the 2018 Lease, will continue to be held by the Authority as security for the full and faithful performance by Lessee of all terms,

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

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

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

ARTICLE 13
FAA CLAUSES

Section 13.1 *Nondiscrimination.*

A. Lessee shall not, in exercising any of the rights, duties, and privileges herein granted to it, discriminate against

any person, on the grounds of race, color, creed, national origin, political ideas, sex, age, or physical or mental handicap, in any manner prohibited by federal, state, or local law, including FAA regulations. Lessee shall furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices.

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of the Lessee under terms of this agreement, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These requirements may include, but not be limited to, the compliance with Minority Business Enterprise ("MBE") and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Minority Business Enterprises.

Section 13.2 Airport Protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as

may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

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

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

Section 13.3 Nonexclusivity. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the Authority reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

ARTICLE 14
CIVIL RIGHTS and Title VI

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

obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 14.2 Compliance with Nondiscrimination

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

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

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

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

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

a. Withholding payments to the Contractor under the

contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

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

A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this

lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

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

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

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

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

Section 14.5 Title VI List of Pertinent

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

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

- 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ARTICLE 15

WASTE; SURRENDER OF POSSESSION

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

ordinary wear and tear.

ARTICLE 16
QUIET ENJOYMENT

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

ARTICLE 17
GENERAL PROVISIONS

Section 17.1 Notices. Notice to the Authority will be sufficient if sent by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or Airborne Express, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at the address stated on the first page hereof, or at the address of Lessee's registered agent which is then on file with the Florida Division of Corporations. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

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

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

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

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

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

Section 17.7 Termination of 2018 Lease. The 2018 Lease described on the first page hereof shall be terminated effective January 31, 2022 at 11:59 p.m.

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

AIRLINE TECH REPS, LLC
(Lessee)

By: Richard L. Huff

Print Name: Richard Huff

As Its: CFO

Date: 1/20/2022

LEE COUNTY PORT AUTHORITY

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

Date: _____

ATTEST:

_____, CLERK

By: _____
Deputy Clerk

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

By: _____
Port Authority Attorney



Southwest Florida
International Airport

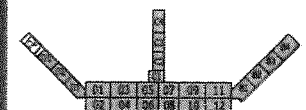
Terminal Building

Exhibit A

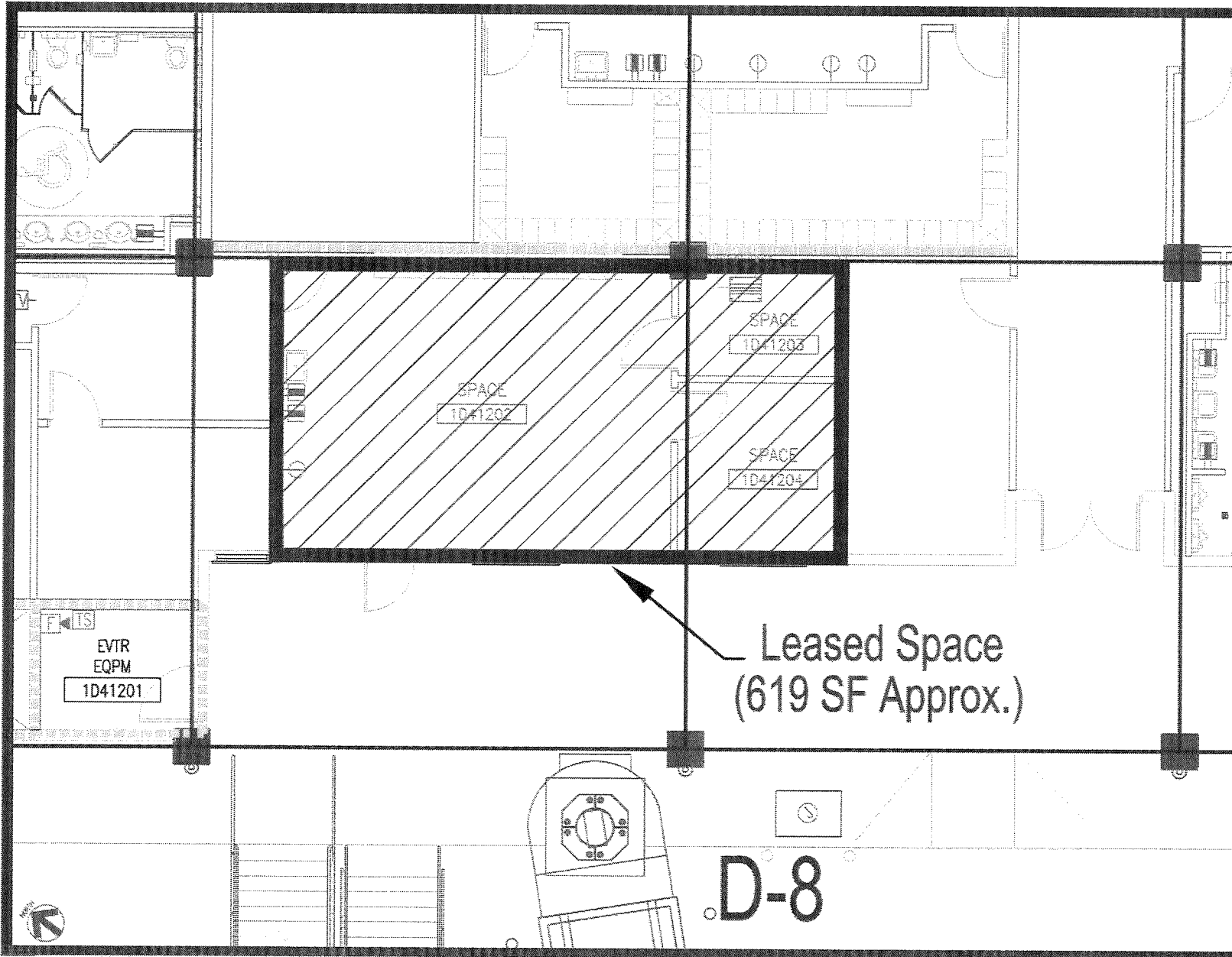
First Floor
Arrival Level
Below Concourse D

Airline Tech
Reps, LLC

Date: 14 - December - 2021



KEY PLAN
2020-04-14
Quadrant 2



Leased Space
(619 SF Approx.)

D-8

EVTR
EQPM
1D41201

SPACE
1D41202

SPACE
1D41203

SPACE
1D41204

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve an agreement with Home Depot USA, Inc. DBA The Home Depot Pro Institutional for the purchase of Maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies, and related products on an as-needed basis for the term of the agreement.
2. **FUNDING SOURCE:** Net revenues from the normal operation of the Southwest Florida International Airport and Page Field
3. **TERM:** 3/3/2022 - 12/31/2026
4. **WHAT ACTION ACCOMPLISHES:** Authorizes catalog-based purchases of supplies and related services from the Home Depot Pro Institutional to access a comprehensive offering of products on an as needed basis.

5. **CATEGORY:** 3.
Consent Agenda

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

The Authority routinely orders MRO products to utilize in the performance of maintenance and minor repair activities in order to meet the operational needs at the Southwest Florida International Airport and Page Field.

The Authority desires to utilize a contract which resulted from a formal competitive procurement led by Maricopa County, AZ in conjunction with Omnia Partners. Omnia Partners assists public agencies to reduce the cost of purchased goods through strategic sourcing that combines the volume purchases of public agencies nationwide to achieve purchasing power.

The purpose of the referenced competitive procurement was to secure proposals from sources that have a strong national presence for a vast array of MRO supplies and equipment for use by public entities nationwide. Using competitive procurement procedures similar to Port Authority procurement procedures, an agreement was entered into with Home Depot, USA, DBA The Home Depot Pro Institutional (formerly Interline Brands - Supply Works).

Product pricing on this catalog based offering is a fixed percentage off of the published pricing which ranges from 5% to 15% and is arranged by product category (i.e: building materials, hardware, HVAC, landscaping equipment, plumbing, etc.). Items ordered from the catalog are shipped direct to the Authority.

11. RECOMMENDED APPROVAL

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

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

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

Background (continued)

Entering into an agreement to establish a catalog based source of supply for MRO supplies is advantageous to the Authority for several reasons including:

- saves administrative costs and time from not independently issuing and managing an Authority-led solicitation process
- an expansive product line is available for internet and telephone ordering 24/7
- source of supply with many options in all main MRO categories
- enables the Authority to meet operational demand with minimal effort
- gives the Authority access to the complete catalog

Annual spend for catalog based MRO supplies has historically been between \$15,000 and \$20,000.00.

Authority departments may secure products from the catalog by ordering online or by telephone. Purchases will be made in accordance with available approved and budgeted funds for the specific department.

Attachments:

Written Determination

Contract between LCPA and Home Depot

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY

**HOME DEPOT PRO INSTITUTIONAL: MAINTENANCE, REPAIR, OPERATING SUPPLIES,
INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

AGREEMENT

This Agreement ("Agreement") is entered this ___ day of _____, 2022, 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 HOME DEPOT U.S.A., INC. DBA: THE HOME DEPOT PRO, a Delaware, authorized to do business in the State of Florida, ("Provider"), at 2455 Paces Ferry Road, Atlanta, GA, 30339, Federal Identification Number 58-1853319.

WITNESSETH

WHEREAS, Authority desires to obtain goods and services from Provider as described below for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services for the Authority in Fort Myers, Florida; and,

WHEREAS, Provider has entered into an agreement between Provider and Maricopa County ("Source Contractor") pursuant to competitive solicitation RFP 16154-RFP, ("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 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:

HOME DEPOT U.S.A., INC., DBA: THE HOME DEPOT PRO
2455 Paces Ferry Road
Atlanta, GA 30339
Attention: Ran Garver

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

HOME DEPOT U.S.A, INC., DBA: THE
HOME DEPOT PRO INSTITUTIONAL

Witness

Authorized Signature for Provider

Witness

By: Ran Garver
Printed Name

SEAL

Director of Compliance
Title

Exhibit A Scope of Work

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT:

MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, and OPERATING SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products, excluding janitorial supplies, and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical,

exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Wholesale and/or Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier, excluding janitorial supplies.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 As part of your Proposal response, detail your firm's program in offering services including:

2.2.6.2 Providing and managing qualified contractors

2.2.6.3 Budget management in keeping projects on budget

2.2.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database

2.2.7.4.2 SSN Verification

2.2.7.4.3 National Criminal Database Check

2.2.7.4.4 Two County Search

2.2.7.4.5 Sex Offender Search

2.2.7.4.6 Annual Review (National Criminal Database)

2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal

2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS

Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.

2.3.8 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS

All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING

Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES

Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE

Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE

Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS

All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractors complete product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

Internet
Will Call (Phone or FAX order)
Point-of-Sale (POS)

2.5 PRODUCT PRICING:

2.5.1 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (Section 2.3 above) and a rebate on gross sales. Catalog price updates will be twice per year.

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a “not to exceed” amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.8 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Supplyworks offers a variety of inventory management solutions through the StockWise™ Program. These programs can be customized and tailored to fit the specific needs or goals of an agency. In most cases, there is no cost associated with these programs. However, each program is unique and prices will depend on the investment required to implement the program. Below is an overview of the various solutions available:

Shop Management Program (SMP) - The SMP solution focuses on organization of the inventory and can be facilitated through a customized racking order to full scale, project-based layout and installation. The SMP solution includes racking, bins, bin labels and custom catalog. Racking and bin options are determined by customer and could include color coding by product category. Management of the inventory in a SMP can be done in a variety of ways to include:

-**Customer Managed**- After Supplyworks sets up the shop, the customer manages their inventory utilizing a variety of tools ranging from manual to the Supplyworks Mobile App or Supplyware.

-**Supplyworks Managed**- The sales representative assists in the inventory process. The customer and sales rep agree upon frequency and responsibilities.

-**Supplyware**- Customer manages inventory through the Supplyware software program.

Vendor Managed Inventory (VMI) – The VMI is a StockWise™ Solution that provides an onsite employee dedicated to a customer’s inventory needs. Spend requirements and/or service fees may be required for the VMI. This is available to customers with an annual spend of \$500,000 or more annually.

Consignment/Pre-positioned Inventory (PPI) – Consignment provides product in a customer’s inventory, which is not invoiced until the time of use. Consignment is an option within both the Shop Management and Vendor Managed Inventory programs. Consignment can also be offered outside of these programs for “bigger ticket”, frequently-purchased items.

Supplyware – Supplyware is a software program which allows the customer to control inventory in real time and automate ordering, cycle counts, and replenishments. Supplyware utilizes barcode scanning technology at time of use. Supplyware can accompany the StockWise™ program or act as a stand-alone software solution.

2.9 SALES REPORTING:

Describe your firm’s ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

- 2.9.1 Sales Dollars
- 2.9.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.9.3 Procurement card (MasterCard or Visa brand)

2.10 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.11 DELIVERY, FREIGHT REQUIREMENTS:

2.11.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.11.2 Should a Participating Public Agency determine that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.

2.11.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.

2.11.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.11.5 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.11.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.11.6.1 Contract Serial number
- 2.11.6.2 Contractor's name and address
- 2.11.6.3 Participating Public Agency's name and address
- 2.11.6.4 Participating Public Agency's purchase order number
- 2.11.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 Contractor shall not reassign any provided personnel without the express consent of the County.

3.5.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 TRAINING:

The Contractor shall provide a minimum of TBD (hours or days) to completely train County personnel in the use and care of the equipment. All training is to take place on-site at Maricopa County.

3.7 WARRANTY:

3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

Exhibit B
Source Agreement

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES
~~Interline Brands DBA: Supply Works~~
(U.S. Communities) Contract - Home Depot U.S.A., Inc. DBA: The Home Depot Pro Institutional

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2024~~ 2026

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Home Depot U.S.A., Inc. DBA: The Home Depot Pro Institutional Interline Brands, Inc.**, a New Jersey corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2024~~ **2026**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000

Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 Builder's Risk (Property) Insurance.

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than **COUNTY** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of **COUNTY**, **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by **COUNTY**. For new construction projects, **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption

during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount (\$_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

- 6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 **FORCE MAJEURE**

- 6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 **WARRANTY OF SERVICES:**

- 6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
- 6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED

BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 6.6.4.2 Terminate the Contract for default.

6.7 ~~REQUIREMENTS CONTRACT:~~

- 6.7.1 ~~Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~
- 6.7.2 ~~County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~
- 6.7.3 ~~Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

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

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 **CONTRACTOR LICENSE REQUIREMENT:**

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 **SUBCONTRACTING:**

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 **AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin

6.22 ISRAEL BOYCOTT:

~~Per House Bill 2617 Contractor certifies that they are not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public _____ transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;

6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.23.1.2 have not within three (3) year period preceding this Contract;

6.23.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.23.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and

6.23.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.33.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 **ORDERING AUTHORITY:**

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:**

6.37.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.37.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.38 **PURCHASE ORDERS:**

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 **UNIFORM ADMINISTRATIVE REQUIREMENTS:**

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.40 **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.41.1 Exhibit A, Pricing;
- 6.41.2 Exhibit B, Scope of Work;
- 6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:

~~Interline Brands Inc., DBA: Supply Works~~

~~701 San Marco Blvd. 18th Floor~~
~~Jacksonville, FL 32207~~
ATTN: Contract Administration

**Home Depot U.S.A., Inc. DBA: The Home
Depot Pro Institutional
P.O. BOX 2317
Jacksonville, FL 32203**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



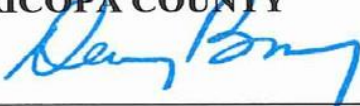
AUTHORIZED SIGNATURE

JOHN PETTINELLI
PRINTED NAME AND TITLE

804 EAST GATE DRIVE MT. LAUREL, NJ 08054
ADDRESS

12-23-2016
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017
DATE

ATTESTED:



CLERK OF THE BOARD 01117

JAN 17 2017
DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

JAN 12, 2017
DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc. DBA: The Home Depot Pro Institutional Interline Brands Inc. dba: SupplyWorks a Home Depot Company
COUNTY VENDOR NUMBER :	TBD
ADDRESS:	P.O. BOX 2317, Jacksonville, FL 32203 701 San Marco Blvd., Jacksonville, FL 32207 531 Central Park Ave., Scarsdale, NY 10583 1018
REMIT ADDRESS:	P.O. Box 404284, Atlanta, GA 30384-4284
P.O. ADDRESS:	interlinebrands.com
TELEPHONE NUMBER:	1.800.393.1131
FACSIMILE NUMBER:	856.317.9802
WEB SITE:	www.supplyworks.com www.homedepotpro.com
CONTACT (REPRESENTATIVE):	John Pettinelli
REPRESENTATIVE'S E-MAIL ADDRESS:	john.pettinelli@supplyworks.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	X
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X
PAYMENT TERMS. [X] NET 30 DAYS	

1.0 PRICING:			
1.2	Wholesale Catalog Discount By Category	Annual Issue Date of Catalog	**
	**Online catalog pricing is reviewed every March and September for updates		
	(Insert Sub-categories as necessary)	MINIMUM Discount from List	
MINIMUM			
1.1	Category 1 Appliances		
	Small Appliances	5	%
	Dishwashers	6	%
	Microwaves	5	%
	Ranges, Ovens & Cooktops	5	%
	Range Hoods	15	%
	Washers & Dryers	15	%
	Appliance Parts and Accessories	15	%
	All Other	10	%
1.2	Category 2 Building Materials	5	%
1.3	Category 3 Hardware		
	Fasteners	8	%
	Garage Door Openers & Accessories	11	%

		Mailboxes & Postal Accessories	15	%
		Window Hardware	15	%
		All Else	10	%
1.4	Category 4	HVAC		%
		Air Filters & Accessories	15	%
		Air Treatment & Accessories	15	%
		Ac Refrigeration	5	%
		Central Equipment	5	%
		Fans & Blowers	5	%
		Hydronic Equipment & Parts	5	%
		Room Air Equipment	5	%
		Ducting & Venting	15	%
		Hvac Tools	12	%
		Ventilation & Exhaust	15	%
		Venting	15	%
		All Else	10	%
	Category 5	Kitchen and Bath Cabinets		%
		Cabinet Accessories	15	%
		Bathroom Vanities & Cabinets	15	%
		Kitchen Cabinets	15	%
		Kitchen Countertops	15	%
		All Else	10	%
1.6	Category 6	Janitorial		
		Chemicals and Soap	15	%
		Paper	15	%
		Personal Care	15	%
		Cleaning Tools & Supplies	15	%
		Wipers and Absorbents	10	%
		Can Liners	15	%
		Equipment Corded	15	%
		Equipment Battery	10	%
		All Else	10	%
1.7	Category 7	Landscaping Equipment and Supplies		
		Automotive	5	%
		Outdoor Furniture & Accessories	5	%
		Outdoor Power Equipment	5	%
		Grills & Outdoor Cooking	11	%
		Lawn & Garden	15	%
		Snow & Ice Removal	15	%
		All Else	10	%
1.8	Category 8	Motors/Pumps	5	%
1.9	Category 9	Paints/Coatings	10	%
1.10	Category 10	Plumbing		

		Bathtubs & Showers	5	%
		Garbage Disposals & Accessories	12	%
		Water Heaters & Accessories	5	%
		Water Treatment & Filtration	5	%
		Bath Safety & Accessibility	15	%
		Bathroom Accessories	15	%
		Bathroom Partitions & Accessories	15	%
		Bathtub & Shower Repair Parts	15	%
		Drains, Cleanouts & Accessories	15	%
		Faucet Repair Parts	12	%
		Faucets	15	%
		Plumbing Valves	5	%
		Sink Installation & Repair Parts	15	%
		Sinks	15	%
		Supply Lines & Connectors	15	%
		Supply Stops & Valves	15	%
		Toilet, Urinals & Parts	15	%
		Tubular Drains & Fittings	15	%
		All Else	10	%
1.11	Category 11	Pool Supplies	10	%
1.12	Category 12	Tools, Hand-Held General Purpose		
		Air Compressors	15	%
		Air Tools	15	%
		Welding & Soldering	5	%
		Flashlights & Accessories	12	%
		Hand Tools	15	%
		Ladders & Scaffolding	15	%
		Plumbing Tools	5	%
		Tool Storage	15	%
		All Else	10	%
1.13	Category 13	Tools, Power Type		
		Corded Power Tools	13	%
		Cordless Power Tools	15	%
		Power Tool Accessories	15	%
		All else	10	%
1.14	Category 14	Flooring and Window Coverings		
		Ceiling	15	%
		Blinds & Window Treatments	15	%
		All Else	10	%
1.15	Category 15	Hospitality	10	%
1.16	Category 16	Water/Wastewater Treatment	5	%

1.17	Category 17	Miscellaneous		
		Exterior Doors & Windows	10	%
		Interior Doors & Windows	15	%
		Doors & Windows All Else	10	%
		Adhesives, Glues & Cements	15	%
		Patching and Repair	15	%
		Adhesives, Sealants & Patching All Else	15	%
		Electrical Batteries	15	%
		Electrical Doorbells & Intercoms	15	%
		Electrical Boxes, Covers & Accessories	15	%
		Electrical Wires & Cables	15	%
		Extension Cords & Surge Protectors	15	%
		Electrical Receptacles	15	%
		Electrical Surface Trims	15	%
		Electrical Switches & Controls	15	%
		Electrical Timers	15	%
		Electrical Wall Plates & Accessories	15	%
		Electrical All Else	10	%
		All Food Service	10	%
		Flooring	10	%
		Ceiling	15	%
		Gas Ball Valves & Shut-Offs	5	%
		Gas Pipe, Tubing & Fittings	5	%
		Flexible Gas Connectors	14	%
		Gas Test Equipment and Guages	15	%
		Gas Products All Else	10	%
		Lighting Ballasts	15	%
		Lighting Parts & Accessories	15	%
		Outdoor Lighting	15	%
		Lighting Lamps & Bulbs	12	%
		Lighting All Else	10	%
		Office Supplies	10	%
		Safety Signs, Flags & Tapes	15	%
		Safety Products All Else	10	%
		Security	10	%
		Shipping, Moving & Storage	10	%
1.18	Category 18	In Store Services		
		Custom fabrication of doors	0	%
		Custom fabrication of cabinets	0	%
		Custom fabrication windows	0	%
		Custom fabrication other	0	%
		Design & installation restroom	0	%
		Design & installation matting	0	%
		Design & installation flooring	0	%
		Design & installation window treatments	0	%
		Equipment repair	0	%
		Equipment rental	0	%
		Equipment leasing	0	%

1.2	Do you offer a Rebate in lieu of a discount			N	(Y/N)
1.3	COST PLUS SALES				
	ANY PRODUCT THAT IS SOLD AS COST PLUS A MARKUP CANNOT EXCEED A MARKUP OF FIVE (5) PERCENT.				PROPOSED MARKUP
					5%
ALL COST PLUS ORDERS SHALL BE APPROVED BY THE USING AGENCY.					

EXHIBIT B
SCOPE OF WORK

***CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES,
AND RELATED PRODUCTS AND SERVICES (U.S. Communities)***

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

**1.1 INTRODUCTION, BACKGROUND AND INTENT:
MASTER AGREEMENT**

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, and OPERATING SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products, excluding janitorial supplies, and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive):

roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Wholesale and/or Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier, excluding janitorial supplies.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 As part of your Proposal response, detail your firm's program in offering services including:

2.2.6.2 Providing and managing qualified contractors

2.2.6.3 Budget management in keeping projects on budget

2.2.6.4 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

1.3.3.1. National Employee Database

1.3.3.2. SSN Verification

1.3.3.3. National Criminal Database Check

1.3.3.4. Two County Search

1.3.3.5. Sex Offender Search

1.3.3.6. Annual Review (National Criminal Database)

1.3.3.7. Two (2) Year Complete Re-Screen and Renewal

1.3.3.8. Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. Your firm may not have the ability to provide all categories.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

- 2.3.3 **CATEGORY 3: HARDWARE**
Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.
- 2.3.4 **CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)**
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.3.5 **CATEGORY 5: KITCHEN AND BATH CABINETS**
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.
- 2.3.6 **CATEGORY 6: LANDSCAPING EQUIPMENT AND SUPPLIES**
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.
- 2.3.7 **CATEGORY 7: MOTORS/PUMPS**
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.3.8 **CATEGORY 8: PAINTS AND COATINGS**
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.3.9 **CATEGORY 9: PLUMBING**
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.3.10 **CATEGORY 10: POOL SUPPLIES**
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.3.11 **CATEGORY 11: TOOLS, HAND-HELD GENERAL PURPOSE**
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.3.12 **CATEGORY 12: TOOLS, POWER TYPE**
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.3.13 **CATEGORY 13: FLOORING AND WINDOW COVERINGS**
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.14 CATEGORY 14: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.15 CATEGORY 15: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.16 CATEGORY 16: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.17 CATEGORY 17: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractors complete product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

Internet
Will Call (Phone or FAX order)
Point-of-Sale (POS)

2.5 PRODUCT PRICING:

2.5.1 Wholesale:

Pricing shall be a fixed percentage (%) off catalog pricing by Product Category (Section 2.3 above) and a rebate on gross sales (see Exhibit A). Catalog price updates will be twice per year.

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access an on-line catalog reflecting contract pricing of all products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a "not to exceed" amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.8 SUPPLIER MANAGED INVENTORY (CONSIGNMENT):

Supplyworks offers a variety of inventory management solutions through the StockWise™ Program. These programs can be customized and tailored to fit the specific needs or goals of an agency. In most cases, there is no cost associated with these programs. However, each program is unique and prices will depend on the investment required to implement the program. Below is an overview of the various solutions available:

Shop Management Program (SMP) - The SMP solution focuses on organization of the inventory and can be facilitated through a customized racking order to full scale, project-based layout and installation. The SMP solution includes racking, bins, bin labels and custom catalog. Racking and bin options are determined by customer and could include color coding by product category. Management of the inventory in a SMP can be done in a variety of ways to include:

-Customer Managed- After Supplyworks sets up the shop, the customer manages their inventory utilizing a variety of tools ranging from manual to the Supplyworks Mobile App or Supplyware.

-Supplyworks Managed- The sales representative assists in the inventory process. The customer and sales rep agree upon frequency and responsibilities.

-Supplyware- Customer manages inventory through the Supplyware software program.

Vendor Managed Inventory (VMI) – The VMI is a StockWise™ Solution that provides an onsite employee dedicated to a customer’s inventory needs. Spend requirements and/or service fees may be required for the VMI. This is available to customers with an annual spend of \$500,000 or more annually.

Consignment/Pre-positioned Inventory (PPI) – Consignment provides product in a customer’s inventory, which is not invoiced until the time of use. Consignment is an option within both the Shop Management and Vendor Managed Inventory programs. Consignment can also be offered outside of these programs for “bigger ticket”, frequently-purchased items.

Supplyware – Supplyware is a software program which allows the customer to control inventory in real time and automate ordering, cycle counts, and replenishments. Supplyware utilizes barcode scanning technology at time of use. Supplyware can accompany the StockWise™ program or act as a stand-alone software solution.

2.9 SALES REPORTING:

Describe your firm’s ability to provide detailed management reporting by Participating Public Agency. Identify the level(s) (Agency, Division, Department, Individual) of reporting detail available in the following categories:

2.9.1 Sales Dollars

2.9.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.9.3 Procurement card (MasterCard or Visa brand)

2.10 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.11 DELIVERY, FREIGHT REQUIREMENTS:

- 2.11.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.
- 2.11.2 Should a Participating Public Agency determine that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Participating Public Agency.
- 2.11.3 The Proposer shall retain control for carrier selection and payment of freight charges of all goods until received by the requesting Participating Public Agency and the contract coverage completed. The Proposer shall also file all claims for visible or concealed damage. The Participating Public Agency will notify the Proposer of any damaged goods and shall assist the Proposer in arranging for inspection of the goods.
- 2.11.4 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.11.5 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.11.6 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.11.6.1 Contract Serial number
 - 2.11.6.2 Contractor's name and address
 - 2.11.6.3 Participating Public Agency's name and address
 - 2.11.6.4 Participating Public Agency's purchase order number
 - 2.11.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

- 3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the

selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 Contractor shall not reassign any provided personnel without the express consent of the County.

3.5.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 TRAINING:

The Contractor shall provide a minimum of TBD (hours or days) to completely train County personnel in the use and care of the equipment. All training is to take place on-site at Maricopa County.

3.7 WARRANTY:

3.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

EXHIBIT C

MARICOPA COUNTY FACILITIES MANAGEMENT REQUIREMENTS

~~1.0 HOURS OF SERVICE:~~

- ~~1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~1.3 WEEKENDS are anytime Saturday or Sunday.~~
- ~~1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~1.5 Services shall be available 24 hours per day, 7 days per week, and 365 days per year.~~
- ~~1.6 Contractor shall provide 24 hours per day, 7 days per week, and 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.~~

~~2.0 RESPONSE TIMES:~~

- ~~2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on site within four (4) hours of receipt of a service request.~~
- ~~2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.~~

~~3.0 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~3.2 County offices located in Gila Bend, AZ~~
- ~~3.3 County offices located in Buckeye, AZ~~
- ~~3.4 County offices located in Aguila, AZ~~
- ~~3.5 Only one trip charge may be charged per service call.~~
- ~~3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~4.0 CONTRACTOR REQUIREMENTS:~~

- ~~4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~
- ~~4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~

~~4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~

~~4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:~~

~~4.4.1 Shirt/blouse~~

~~4.4.2 Vest~~

~~4.4.3 Cap~~

~~4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~

~~4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~

~~4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.0 BUILDING SECURITY (KEYS):~~

~~5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~

~~5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~

~~5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~

~~5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~

~~5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~

~~6.0 SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~7.0 INVOICES AND PAYMENTS:~~

~~Invoices are required to contain the following information and should be e mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV. If invoices cannot be e mailed, U.S. Mail is~~

~~acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003.~~

~~7.1 — Company name, address and contact information~~

~~7.2 — County bill to name and contact/requestor information~~

~~7.3 — Building Name and Building Number~~

~~7.4 — Contract Serial Number or~~

~~7.5 — County purchase order number~~

~~7.6 — Maximo (FMD) service call number~~

~~7.7 — Invoice number and date~~

~~7.8 — Date of service or delivery~~

~~7.9 — Description of Purchase (services performed)~~

~~7.10 — Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 — Material breakdown: itemized parts list to contain unit price x quantity, indicating mark ups as contracted (time & materials)~~

~~7.12 — Arrival and completion time~~

~~7.13 — Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 — Payment Terms:~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Only if applicable, contractor(s) are allowed a one time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.~~

EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management Requirements

- 1.0 **HOURS OF SERVICE** (any fluctuations to these hours will be handled in the Solicitation):
 - 1.1 **REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
 - 1.2 **AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
 - 1.3 **WEEKENDS** are anytime on a Saturday or a Sunday.
 - 1.4 **HOLIDAYS** are County holidays.
 - 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
 - 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.
- 2.0 **BEGINNING OF WORK:**
 - 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.
 - 2.2 During **REGULAR HOURS, AFTER HOURS, WEEKEND** or **HOLIDAYS**, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
 - 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.
 - 2.4 Contractors shall strive to respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND** or **HOLIDAY**.
- 3.0 **TRIP CHARGE:**

One-time trip charges of \$50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites **ONLY**:

 - 3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**
 - 3.2 **County offices located in Gila Bend, AZ**
 - 3.3 **County offices located in Buckeye, AZ**
 - 3.4 **County offices located in Aguila, AZ**

4.0 DEAD END CHARGE:

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 CONTRACTOR REQUIREMENTS:

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.7 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.
- 5.8 All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:
- Shirt/blouse

- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 **BUILDING ACCESS:**

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 **CANCELLATION COST:**

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

- 9.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.**
- 9.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**
- 9.3 **Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.**
- 9.4 **Delivery will be made to the following address:**

**FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009**

**Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.**

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

- 10.1 **Payment terms shall be calculated based on the date a properly completed invoice is received by the County.**
- 10.2 **For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.**
- 10.3 **Home Depot Account invoices should contain access to the following information:**
- **Company name, address and contact information**
 - **County bill-to name and contact/requestor information**
 - **Building name and building number**
 - **County purchase order number**
 - **Contract or BidSync agreement number**
 - **Maximo (Facilities Management) work order number**
 - **Invoice number and date**
 - **Date of service or delivery (for Project work: use “Completion date”)**
 - **Description of services performed**
 - **Line item description of parts and materials (Time and Materials work)**
 - **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
 - **Total amount due with tax amounts separated (Time and Materials work).**
*On a separate line, clearly indicate the tax rate being applied

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

**Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003**

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC. DBA: THE HOME DEPOT PRO INSTITUTIONAL, P.O. BOX 2317
JACKSONVILLE, FL 32203
INTERLINE BRANDS INC. DBA: SUPPLY WORKS, 701 SAN MARCO BLVD. 18TH FLOOR,
JACKSONVILLE, FL 32207

PRICING SHEET: NIGP CODE 45041

Terms: NET 30

Vendor Number: ~~VC0000002248~~ **VC0000005735**

Certificates of Insurance Required

Contract Period: To cover the period ending ~~December 31, 2024~~ **2026**.

LEE COUNTY PORT AUTHORITY

UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Date: 12/1/2021
Vendor: The Home Depot Pro Institutional
Description: Maintenance Repair, Operating Supplies and Services
Term: 2/1/2017 – 12/31/2026
Renewal Term: None
Procurement Agent: Nick Diaz
Contract #: 16154

Board Approval Req: Yes / No
Lead Agency: Maricopa County / OMNIA
Posting Req'd: Yes / No
 Single Purchase –
Total Cost : _____
 Estimated Annual
cost: \$15,000.00 - \$20,000.00
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 head of procurement determines utilizing the contract is authorized and in the Authority's best interest based on the following findings.

Product/Service being requested: Maintenance, Repair, Operating Supplies, Industrial Supplies, and related products and services through a nationally available catalog

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: 2/1/2017-12/31/2026 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 is able to take advantage of competitive pricing solicited by Maricopa County and save administrative costs from not having to conduct its own solicitation.

Improved terms. Explain: _____

Other. Explain: Ability to participate in best government pricing product category discounts across all products. Additionally, the Authority is able to utilize P-cards to place orders.

Approved by:



Date: 12.6.2021

Melissa M. Wendel, Senior Procurement Manager, CPPO, NIGP-CPP

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

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve an agreement with Home Depot USA, Inc. for the purchase of maintenance, Repair, Operating (MRO) Supplies, Industrial Supplies, and Related products and services on an as-needed basis for the Term of the agreement.
2. **FUNDING SOURCE:** Net revenues from the normal operation of the Southwest Florida International Airport and Page Field.
3. **TERM:** 3/3/2022 - 12/31/2026
4. **WHAT ACTION ACCOMPLISHES:** Authorizes the purchase of maintenance, repair and operating supplies and related services from Home Depot.

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

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

The Authority routinely requires MRO products in order to perform maintenance activities, make needed repairs and meet the operational needs at the Southwest Florida International Airport and Page Field.

The Authority desires to utilize a contract which resulted from the competitive procurement led by Maricopa County, AZ in conjunction with Omnia Partners. Omnia Partners assists public agencies to reduce the cost of purchased goods through strategic sourcing that combines the volume purchases of public agencies nationwide to achieve purchasing power.

The purpose of the referenced competitive procurement was to secure proposals from sources that have a strong national presence for a vast array of MRO supplies and equipment for use by public entities nationwide. Using competitive procurement procedures similar to Port Authority procurement procedures, an agreement was entered into with Home Depot, USA.

Entering into an agreement with Home Depot to establish a source of supply to secure MRO supplies at the local retail store is advantageous to the Authority for several reasons including:

11. RECOMMENDED APPROVAL

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

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

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

Background (continued)

- saves administrative costs and time from not independently issuing and managing an Authority-led solicitation process
- a nearby source of supply with a robust choice of products
- enables the Authority to meet operational demand quickly with minimal effort
- gives the Authority access to the complete product line available at Home Depot retail stores
- no minimum spend requirement
- discounted bulk pricing for orders over \$1500.00 with direct shipping
- ability to earn a rebate of up to 5% depending on annual spend as follows:

\$10,000 - \$25,000: 1%

\$25,000 – 100,000: 2%

Over \$100,000: 5%

Annual spend for retail store MRO supplies has historically been between \$18,000 and \$22,000.00. Authority departments may secure products from the retail store on an as needed basis. Purchases will be made in accordance with available approved and budgeted funds for the specific department.

Attachments:

Written Determination

Contract between LCPA and Home Depot

LEE COUNTY PORT AUTHORITY
UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Date: 12/1/2021
Vendor: The Home Depot Pro Retail
Maintenance, Repair, Ops
Supplies, Industrial Supplies &
Description: Related Products and Services
Term: 2/1/2017 – 12/31/2026
Renewal
Term: None
Procurement
Agent: Nick Diaz
Contract #: 16154

Board Approval Req: Yes / No
Lead Agency: Maricopa County / OMNIA
Posting Req'd: Yes / No
 Single Purchase –
Total Cost : _____
 Estimated Annual
cost: \$18,000.00 - \$22,000.00
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 head of procurement determines that utilizing the contract is authorized and in the Authority's best interest based on the following findings.

Product/Service being requested: Maintenance, Repair, Operating Supplies, Industrial Supplies and related products and services
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>2/1/2017-12/31/2026</u> Renew Terms: <u>None</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: 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, eligible for annual rebates of up to 5%. <input type="checkbox"/> Improved terms. Explain: _____ <input checked="" type="checkbox"/> Other. Explain: Access to ProPaint rewards (up to 20% off). Ability to use P-cards to place orders.

Approved by:  Date: 12.6.2021
 Melissa M. Wendel, Senior Procurement Manager, CPPO, NIGP-CPP

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

Contract Number _____
Vendor Number _____

LEE COUNTY PORT AUTHORITY

**HOME DEPOT PRO RETAIL: MAINTENANCE, REPAIR, OPERATING SUPPLIES,
INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

AGREEMENT

This Agreement ("Agreement") is entered this ____ day of _____, 2022, 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 HOME DEPOT U.S.A., INC., a Delaware corporation, authorized to do business in the State of Florida, ("Provider"), at 2455 Paces Ferry Road, Atlanta, GA, 30339, Federal Identification Number 58-1853319.

WITNESSETH

WHEREAS, Authority desires to obtain goods and services from Provider as described below for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services for the Authority in Fort Myers, Florida; and,

WHEREAS, Provider has entered into an agreement between Provider and Maricopa County ("Source Contractor") pursuant to competitive solicitation RFP 16154-RFP, ("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 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:
HOME DEPOT U.S.A., INC.
2455 Paces Ferry Road
Atlanta, GA 30339
Attention: Rich Nyberg

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

HOME DEPOT U.S.A, INC.

Witness

Authorized Signature for Provider

Witness

By: Rich Nyberg
Printed Name

SEAL

Director, Pro Business Contracts
Title

Exhibit A **Scope of Work**

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT:

MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs,

vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database

2.2.7.4.2 SSN Verification

2.2.7.4.3 National Criminal Database Check

2.2.7.4.4 Two County Search

2.2.7.4.5 Sex Offender Search

2.2.7.4.6 Annual Review (National Criminal Database)

2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal

2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments.

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS

Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL SUPPLIES

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.

2.3.8 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS

All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING

Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES

Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE

Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE

Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS

All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

- 2.4.2.1 Retail Stores (Point of Sale)
- 2.4.2.2 Internet (Homedepot.com)
- 2.4.2.3 Other eProcurement options
- 2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies. For any purchase over \$1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type

of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases.

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a “not to exceed” amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate.

2.8 SALES REPORTING:

2.8.1 Sales Dollars

2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number

2.10.4.2 Contractor’s name and address

2.10.4.3 Participating Public Agency’s name and address

2.10.4.4 Participating Public Agency’s purchase order number

2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

Exhibit B
Source Agreement

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Home Depot U.S.A., Inc.

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation (“Contractor”) for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ 2026.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit “A.” or Task Order.
- 3.2 For non-procurement card transactions, Payment shall be made upon the County’s receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

- 3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
 - 3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
 - 3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
 - 3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.4 PAYMENT RETENTION: (By Task Order/Project if required)
- 3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.
 - 3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.
- 3.5 APPLICABLE TAXES:
- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
 - 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
 - 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 **Commercial General Liability.**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.
- 6.2.10 **Workers' Compensation.**
- Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

\$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 Builder's Risk (Property) Insurance.

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than **COUNTY** has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of **COUNTY**, **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by **COUNTY**. For new construction projects, **CONTRACTOR** agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, **CONTRACTOR** agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of **COUNTY**, **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue 320 West Lincoln Street**, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____ or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount (\$_____ or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

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

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et seq.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3 year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

6.24.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all**

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.33.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

6.37.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.37.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

6.38 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of \$50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 **INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

- 6.41.1 Exhibit A, Pricing;
- 6.41.2 Exhibit B, Scope of Work;
- 6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:

Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~ **PO BOX 193176,**
~~Atlanta, GA. 30339~~ **Columbus, OH 43218**
ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR




AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business
PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339
ADDRESS

1-4-2017
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017
DATE

ATTESTED:



CLERK OF THE BOARD *01117*

JAN 17 2017
DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

Jan 12, 2017
DATE

**EXHIBIT A
PRICING**

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road PO BOX 193176, Atlanta, GA 30339 Columbus OH 43218
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com
	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	· At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate			
	· At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate			
	· Over \$100,000 Annual Net Sales (Pretax) = 5% Rebate			
1.2	Pro Rewards Paint Program			
	Level	Discount %	Minimum Annual Spend on Paint	
	Gold	20%	\$ 7,500	
	Silver	15%	\$ 4,000	
	Bronze	10%	\$ 2,000	
1.3	Volume Pricing Program			
	For any purchase over \$1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over \$1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

**1.1 INTRODUCTION, BACKGROUND AND INTENT:
MASTER AGREEMENT**

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

- 2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.
- 2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
 - 2.2.7.4.1 National Employee Database
 - 2.2.7.4.2 SSN Verification
 - 2.2.7.4.3 National Criminal Database Check
 - 2.2.7.4.4 Two County Search
 - 2.2.7.4.5 Sex Offender Search
 - 2.2.7.4.6 Annual Review (National Criminal Database)
 - 2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
 - 2.2.7.4.8 Financial Background
- 2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

- 2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.
- 2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.
- 2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.
- 2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)

2.4.2.2 Internet (Homedepot.com)

2.4.2.3 Other eProcurement options

2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over \$1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

- 2.7.2 All quotations shall be for a “not to exceed” amount.
- 2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.
- 2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

- 2.8.1 Sales Dollars
- 2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

- 2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.
- 2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
 - 2.10.4.1 Contract Serial number
 - 2.10.4.2 Contractor’s name and address
 - 2.10.4.3 Participating Public Agency’s name and address
 - 2.10.4.4 Participating Public Agency’s purchase order number
 - 2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor’s price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

~~1.0 HOURS OF SERVICE:~~

- ~~1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~
- ~~1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~
- ~~1.3 WEEKENDS are anytime Saturday or, Sunday.~~
- ~~1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~
- ~~1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.~~
- ~~1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.~~

~~2.0 RESPONSE TIMES:~~

- ~~2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.~~
- ~~2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.~~

~~3.0 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

- ~~3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~
- ~~3.2 County offices located in Gila Bend, AZ~~
- ~~3.3 County offices located in Buckeye, AZ~~
- ~~3.4 County offices located in Aguila, AZ~~
- ~~3.5 Only one trip charge may be charged per service call.~~
- ~~3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~4.0 CONTRACTOR REQUIREMENTS:~~

- ~~4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~

- ~~4.2 — The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~
- ~~4.3 — The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~
- ~~4.4 — All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:~~
- ~~4.4.1 — Shirt/blouse~~
 - ~~4.4.2 — Vest~~
 - ~~4.4.3 — Cap~~
 - ~~4.4.4 — Badging that identifies the business they work for~~
- ~~4.5 — No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~
- ~~4.6 — The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~
- ~~4.7 — Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~
- ~~5.0 — BUILDING SECURITY (KEYS):~~
- ~~5.1 — The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~
- ~~5.2 — The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~
- ~~5.3 — In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~
- ~~5.4 — The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~
- ~~6.0 — Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.~~**SALVAGE:**
- ~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.~~

~~7.0 INVOICES AND PAYMENTS:~~

~~For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e mailed to FMD_ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 or to the address that was used in establishing the associated Home Depot Account.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill to name and contact/requestor information~~

~~7.3 Building Name and Building Number~~

~~7.4 County purchase order number~~

~~7.5 County contract number~~

~~7.6 Maximo (FMD) service call number~~

~~7.7 Invoice number and date~~

~~7.8 Date of service or delivery~~

~~7.9 Description of Purchase (services performed)~~

~~7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark ups as contracted (time & materials)~~

~~7.12 Arrival and completion time~~

~~7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 Payment Terms~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.~~

~~8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

16154 EXHIBIT C
FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):

- 1.1 **REGULAR HOURS** are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- 1.2 **AFTER HOURS** are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.
- 1.3 **WEEKENDS** are anytime on a Saturday or a Sunday.
- 1.4 **HOLIDAYS** are County holidays.
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.

2.0 BEGINNING OF WORK:

- 2.1 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.
- 2.2 During **REGULAR HOURS**, **AFTER HOURS**, **WEEKEND** or **HOLIDAYS**, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.
- 2.3 The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.
- 2.4 Contractors shall strive to respond to **EMERGENCY** requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, **WEEKEND** or **HOLIDAY**.

3.0 TRIP CHARGE:

One-time trip charges of \$50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites ONLY:

- 3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**
- 3.2 **County offices located in Gila Bend, AZ**
- 3.3 **County offices located in Buckeye, AZ**
- 3.4 **County offices located in Aguila, AZ**

4.0 DEAD END CHARGE:

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a \$50.00 trip charge shall be authorized by the County.

5.0 CONTRACTOR REQUIREMENTS:

- 5.1 Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 5.2 The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.
- 5.3 The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.
- 5.4 Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: <https://gisportal.maricopa.gov/FMD/Facility/Index.html>.
- 5.5 Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.
- 5.6 The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.
- 5.7 All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.
- 5.8 All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:
- Shirt/blouse

- Vest
- Cap

5.9 Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

5.10 All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.

6.0 **BUILDING ACCESS:**

6.1 The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:

6.2 Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.

6.3 Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.

6.4 The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.5 Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.

6.6 Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.

7.0 **CANCELLATION COST:**

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

- 9.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.**
- 9.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**
- 9.3 **Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.**
- 9.4 **Delivery will be made to the following address:**

**FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009**

**Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.**

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

- 10.1 **Payment terms shall be calculated based on the date a properly completed invoice is received by the County.**
- 10.2 **For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.**
- 10.3 **Home Depot Account invoices should contain access to the following information:**
- **Company name, address and contact information**
 - **County bill-to name and contact/requestor information**
 - **Building name and building number**
 - **County purchase order number**
 - **Contract or BidSync agreement number**
 - **Maximo (Facilities Management) work order number**
 - **Invoice number and date**
 - **Date of service or delivery (for Project work: use “Completion date”)**
 - **Description of services performed**
 - **Line item description of parts and materials (Time and Materials work)**
 - **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
 - **Total amount due with tax amounts separated (Time and Materials work).
*On a separate line, clearly indicate the tax rate being applied**

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

**Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003**

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (<http://www.maricopa.gov/922/Vendors>).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
2455 PACES FERRY ROAD, ATLANTA, GA. 30339

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2024 2026.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request the Board approve the First Amendment to the Service Provider Agreement for the Repair and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems with Johnson Controls, Inc. extending the initial term of Contract No. 8294 for an additional four (4) years as provided for in the original Agreement.
2. **FUNDING SOURCE:** General Operating Revenue collected during normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets.
3. **TERM:** June 1, 2022 to May 31, 2026
4. **WHAT ACTION ACCOMPLISHES:** Extends LCPA Contract No. 8294 with Johnson Controls, Inc. for Repairs and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems for an additional four (4) years.

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

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)
 NAME Steven Hennigan
 DIV. Aviation

10. **BACKGROUND:**

On March 7, 2019 the Board awarded RFB 19-02, Repair and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems to Johnson Controls, Inc. for the scheduled, preventative maintenance, fixed-price system diagnostic maintenance services, and fixed-technician labor and material rates for repairs, maintenance and enhancement projects for the airport's three (3) 1,200 ton York Centrifugal Chillers, three (3) Marley Cooling Towers, the Metasys building automation controls, and all related systems and components located in the terminal's chiller building located at Southwest Florida International Airport.

The First Amendment and Execution to the Service Provider Agreement for the Repair and Maintenance of Centrifugal Chillers, Cooling Towers and Related Systems at Southwest Florida International Airport authorizes an extension to the initial term of this Agreement by exercising both two (2) year renewal options, as provided for in the in original Agreement. The First Amendment provides for continued annual basic preventative maintenance, annual fixed price diagnostic services, and additional and/or emergency services as approved.

Staff recommends Board approval to provide continued maintenance, service and repair of these critical systems at

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)

Southwest Florida International Airport.

Contracted Costs:

- Quarterly Preventive Maintenance for (3) chillers and related systems; \$6,095 annually
- Quarterly Preventive Maintenance for (3) towers and related systems; \$3,284 annually
- OEM Parts mark-up: 10%
- Hourly services: Chiller Technician \$115.00 per hr.
- Hourly services: Metasys BAS Tech \$123.00 per hr.

Emergency repairs are at the per hour rate plus the cost of OEM Parts.

Attachments:

- 1) First Amendment to Service Provider Agreement, Repair and Maintenance of Centrifugal Chillers, Cooling Towers, and Related Systems for the Lee County Port Authority RFB 10-02.

LEE COUNTY PORT AUTHORITY
FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT
REPAIR AND MAINTENANCE OF CENTRIFUGAL CHILLERS, COOLING TOWERS
AND RELATED SYSTEMS FOR THE LEE COUNTY PORT AUTHORITY
RFB 19-02

THIS FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT FOR THE REPAIR AND MAINTENANCE OF CENTRIFUGAL CHILLERS, COOLING TOWERS AND RELATED SYSTEMS FOR LEE COUNTY PORT AUTHORITY (“First Amendment), is made and entered into ____ day of _____, 2022 between the LEE COUNTY PORT AUTHORITY, a special district and political subdivision of the State of Florida (“AUTHORITY”), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and JOHNSON CONTROLS, INC., a Wisconsin for-profit corporation authorized to do business in the State of Florida (“PROVIDER”), whose business address is located at 3802 Sugar Palm Drive, Tampa, FL 33619, Federal Identification Number 39-0380010 (collectively the Authority and Provider are referred to as the “Parties”).

WITNESSETH

WHEREAS, the Authority and Provider entered into a Service Provider Agreement ("Agreement") dated March 7, 2019 to obtain repair and maintenance services for centrifugal chillers, cooling towers and related systems as specified in RFB 19-02; and

WHEREAS, the initial term of the Agreement is three (3) years, and expires on May 31, 2022; and

WHEREAS, the Agreement provides the option, upon mutual agreement of both parties, to renew the Agreement for up to two (2) additional two (2)-year periods; and

WHEREAS, Authority and Provider desire to enter into this First Amendment to extend the term of the Agreement for an additional four (4) years by exercising both two-year (2) terms beginning June 1, 2022 through and including May 31, 2026 under the same pricing, terms and conditions as the initial term; and

WHEREAS, to exercise its option to renew and extend the initial term, or any renewed/extended term of this Agreement, the Authority must give the Provider written notice of its intent to exercise its option to renew and extend no later than ninety (90) days before the then current term expires; and

WHEREAS, the Authority provided timely written notice of its intent to exercise its option to renew and extend the Agreement to the Provider; and

WHEREAS, any renewed/extended term must be agreed to in writing and executed by the Parties with the same formality as this Agreement.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Recitals. The above recitals are true and correct and incorporated into and made a part of this Second Amendment by reference.
2. Term of Agreement. The Agreement, in its entirety, is hereby extended through May 31, 2026, under the same pricing, terms and conditions.
3. Except as amended by this First Amendment, all pricing, terms and conditions of the Agreement shall remain in full force and effect.
4. Acceptance of this First Amendment and Extension Agreement will be indicated by the signature of the duly authorized representatives of the Parties in the space provided.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their proper officials, duly authorized to do so the date above first written.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

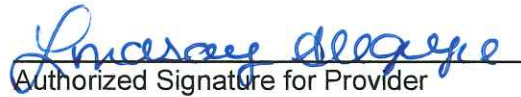
By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered

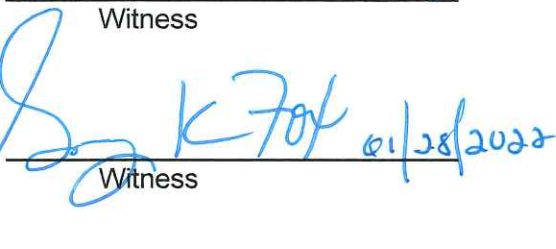
JOHNSON CONTROLS, INC.



Witness



Authorized Signature for Provider



Witness

By: Lindsay Allgeyer
Printed Name

SEAL

Branch Service manager
Title



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve Chris-Tel Proposal CTC #2138-C in the amount of \$261,861.91 for installation of security cameras and related infrastructure at Page Field per the terms and conditions of the Chris-Tel Construction Service Provider Agreement as approved by the Board on November 4, 2021.
2. **FUNDING SOURCE:** UH5120041203.506410
3. **TERM:** Project Duration
4. **WHAT ACTION ACCOMPLISHES:** Provides general contracting services and project management for the installation of security cameras and related infrastructure at Page Field.

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

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Steve Hennigan

DIV. Aviation

10. **BACKGROUND:**

In accordance with a comprehensive security enhancement project underway at Page Field, LCPA intends to improve the overall security posture of the airport by installing security cameras and supporting systems at various locations on campus. LCPA is in the midst of a multi-year, phased approach to the project by selecting locations and systems on a priority basis. This phase of the project includes adding twenty (20) cameras at two (2) AOA gates, FMY fueling facilities, one (1) hangar, and the Base Ops vehicle parking lot area.

LCPA solicited Chris-Tel Construction Company for a base-bid, cost estimate as the Board-approved, on-call Construction Manager/General Contractor (CM/GC) performing general repairs, maintenance, and project services (LCPA Contract No. 9227) for this phase of the security project. The quote submitted by Chris-Tel Construction is \$261,861.91, which includes all site-work, equipment, electrical work, and general conditions required to install and operate the security systems at Page Field.

Staff recommends the Board approve Chris-Tel Construction's proposal (CTC No. 2138-C) for the installation of security cameras and related infrastructure at Page Field, per the terms and conditions of the service provider agreement in the amount of \$261,861.91.

Attachments:

Chris-Tel Proposal CTC No. 2138-C

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

PROPOSAL

January 21st, 2022

Proposal submitted to:
Scott Sheets/Anthony Lindberg
Director/Maintenance Manager
Lee County Port Authority
Page Field Airport
5200 Captain Channing Page Dr,
Fort Myers, FL 33907

**RE: LCPA-FMY Page Field Airport Security Camera Additions
CTC # 21238-C**

Scope: Chris-Tel Construction will be the construction manager responsible for the proposed security camera additions at Gate 23, Fuel Farm, Gate 6, Base Ops Parking Lot, and M Hangar and associated sitework/electrical as illustrated below.

A. Sitework

- a. Subsurface investigation by GPR scan prior to directional boring.
- b. Direction bore for underground electrical and low voltage.
- c. Underground 1" or 2" PVC conduit (depending on location).
- d. Copper coated grounding rods (unless already existing) and HDPE ground inspection well covers.
- e. Concrete poles supplied and installed for locations requiring it (3).
- f. New Floratam around disturbed area for Concrete Pole at Base Ops.

B. Low Voltage

- a. Twenty (20) Verkada security cameras with 30 day retention and 3 year licensing.
- b. Nineteen (19) Verkada mounting arm kits.
- c. Nineteen (19) Verkada pendant cap mount kits.
- d. Hyperlink Lightning Protectors
- e. Peplink Routers
- f. Netgear ethernet plus switch
- g. UPS's
- h. General installation supplies including but not limited to wire/cabling, screws, ect.
- i. All programming, commissioning, and adjusting.

C. Electrical

- a. Electrical trade permit and corresponding documents required for procurement.
- b. Electrical runs in new conduit.
- c. New circuits in subpanels as needed.
- d. Air-conditioned Network enclosures with outlets installed inside enclosures.
- e. NEMA enclosures
- f. General installation supplies including but not limited to wire/cabling, screws, ect.

Total: \$261,861.91

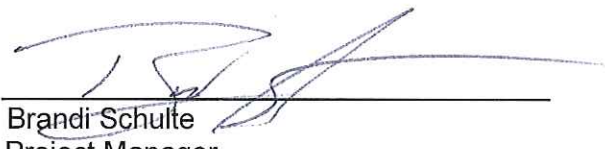


General Conditions

- a. Project management, full time site supervision, and assistant project manager.
- b. Portable restroom for Chris-Tel and subcontractors, and construction material and waste disposal.
- c. Electrical trade permit by Electrical Contractor.
- d. FAA coordination and permit by LCPA.
- e. Per Lee County Government- no other permits required.
- f. Exterior wall mounted conduit to be painted by CTC with LCPA supplied paint.
- g. Firstnet SIM cards supplied by LCPA.
- h. Areas of disturbed ground other than Base Ops will not have any landscaping provided.
- i. Includes 3% owner's contingency.
- j. Pricing to be held for 90 days. Material increases subject to escalate after that time and change orders may be required.
- k. Project bid at 35% DBE. Project awarded at 0% DBE.

Payment to be made as follows: Progressive

Authorized signature: _____


Brandi Schulte
Project Manager

Acceptance of Proposal--The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____



Chris-Tel Construction

Project: LCPA FMY Page Field Security Camera Additions

Project #: 21238-C

Address:

Date: 18-Jan-22

Gate 23, Fuel Farm, Gate 6, Base Ops Parking Lot, and M Hangar

New Cost Code	Description		Estimate
Division 01 - General Conditions			
5 014126	Permits	Electrical Trade permit by electrician	N/A
5 017833	Payment & Performance Bond		If Required
5 007316	Insurance Expense - Liability	0.9% of contract total	\$ 2,356.73
5 015219	Temporary Sanitation	2 Months @ \$180.00	\$ 360.00
5 017419	Dumpster & Fees		\$ 500.00
5 015030	Protection and Barricades		\$ 1,000.00
5 010700	Travel/Truck/Fuel Cell	395 X \$11.50	\$ 4,542.50
1 011090	Senior Superintendent	320 Hrs @ \$75.00	\$ 24,000.00
1 011700	Project Manager	75 Hrs @ \$75.00	\$ 5,625.00
1 011750	Assistant Project Manager	25 Hrs @ \$50.00	\$ 1,250.00
Division 02- Existing Conditions			
7 023000	Subsurface Investigation	Earthview	\$ 2,500.00
Division 26 - Electrical			
3 260000	Electrical System	SWECS	\$ 107,000.00
Division 28- Electronic Safety/Security			
3 282300	Video Management Systems	IFAS	\$ 85,556.56
Division 32- Exterior Improvements			
3 329000	Landscape and Sod	Allowance	\$ 500.00
3 337000	Concrete Poles	SWECS	Incld
	SUBTOTAL		\$ 235,190.79
	Profit/Overhead		\$ 18,815.26
501002	Owner Contingency	3%	\$ 7,855.86
	TOTAL		\$ 261,861.91

The News-Press media group

news-press.com A GANNETT COMPANY

Attn:
CHRIS TEL COMPANY
2534-A EDISON AVE
FORT MYERS, FL 33901

STATE OF FLORIDA COUNTY OF LEE:

Before the undersigned authority personally appeared NILDE JACOBS, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

Sealed bids will be received by Chris-Tel Construction, 2534-A Edison Avenue, Fort Myers, Florida 33901 until 12:00PM EST on Monday January 17h, 2022, for Page

In the Twentieth Judicial Circuit Court was published in said newspaper editions dated in the issues of:

12/23/2021

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper editions dated:

Sworn to and Subscribed before me this 23th of December 2021, by legal clerk who is personally known to me.

Nilde Jacobs
Affiant

Vicky Felty
Notary State of Wisconsin, County of Brown

9/19/25
My commission expires

Sealed bids will be received by Chris-Tel Construction, 2534-A Edison Avenue, Fort Myers, Florida 33901 until 12:00PM EST on Monday January 17h, 2022, for Page Field Airport Security Camera Additions Project for the following scope of work: Lee County Port Authority is requesting new camera installations at five (5) various areas of the airport with five (5) alternate locations. Scope of work will include the new Verkada cameras to be installed on new and/or existing concrete utility poles, locates, directional bored electrical conduit from existing sub-panels to new/existing poles, and specified air-conditioned network enclosures. Electrician to pull electrical trade permit. Primary component manufacturers may NOT be substituted. Prices must be held for 90 days. Contract Documents and Mandatory Bid Form may be obtained by contacting bschulte@christelconstruction.com. RFI's due by Monday January 10th, 2022 at 12PM EST to bschulte@christelconstruction.com. Site Visit is scheduled for Wednesday January 5th, 2022 at 10:00am at Base Ops Lobby- 5200 Captain Channing Page Dr, Fort Myers, FL 33907. Public Bid Opening will be at Chris-Tel Construction's Main office at 2534 Edison Avenue, Fort Myers, FL 33901 on Monday January 17th, 2022 at 12:00PM EST.

Only firms meeting prequalification criteria may bid. Interested firms may obtain prequalification forms by downloading them from Chris-Tel Construction's website under the "Subcontractors" tab <https://christelconstruction.com/subcontractors/pre-qualification/>. Firms must also be acceptable to the Lee County Port Authority and Chris-Tel Construction.

All firms awarded subcontracts agree to comply with all provisions of Chapter 8 United States Code Section 1324a by not employing nor continuing employment of an unauthorized alien as defined by law. All firms awarded subcontracts agree to use the E-Verify system for any employees they may hire during the term of this project and shall be required to provide Chris-Tel Construction with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.

All firms awarded subcontracts agree to abide by Executive Order No. 11246 of September 24, 1965, and all awardees will, in all solicitations or advancements for employees placed by or behalf of the awardee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Bids must be submitted in sealed envelopes plainly marked as follows:
Chris-Tel Construction
LCPA Page Field Airport Security Camera Additions
Name and Address of Bidder
The Owner and Chris-Tel Construction reserve the right to waive any and all irregularities and informalities and to reject any or all bids for any reason.
AD # 5058183 Dec 23, 2021

of Affidavits 1

This is not an invoice

VICKY FELTY
Notary Public
State of Wisconsin

MASTER SUBCONTRACTOR LIST

DIVISION	CATEGORY	SUBCONTRACTOR	CONTACT NAME	EMAIL	BID RECEIVED	NOTES
	ELECTRICAL					
		Kirkwood Electric Inc	Mike Isabella	RobertD@kirkwoodelectric.com	NO	
		Southwest Electrical Contracting Services	Dave Koch	dave.koch@swecs.com	YES	
		Federal Electric, Inc.	Vinicius Lima	vinnyFEC@gmail.com	NO	MBE
		Bright Future Electric	Tony	tonye@brifutelectric.com	NO	
		B&I	Greg Weisburgh	gweisburgh@bandiflorida.com ; lvaldezbandiflorida.com	NO	
		Wentco	Cathy Reynolds	cathy.reynolds@wentcoinc.com	YES	WBE
		Collier Electric	Greg Callen	Gregc@cec.fm	NO	
		All Ways Electric	Valerie Chamberlin	valerie@allwayselec.com	NO	WBE
		Quality First Electric SWFL Corp	Gustavo Lima	quality1electric@gmail.com	NO	MBE
		Brittania Electric Inc.	Matt Malszycki	matt@brittaniaelectric.com	NO	
		Titan Electric	Trish Fetzner	estimating@titanelectrical.com	NO	
		Future Controls	Norma Myers	norma@future-controls.com	NO	WBE
	DATA					
		All Digital Technology	Dillon Bolebruch	sales@alldigitaltechnology.com	YES	
		Integrated Fire & Security Solutions	Randy Cooper	rcooper@ifssi.com	YES	
		Counterstrike Security and Sound	Randy Ali	randy@counterstrikes.com	NO	MBE
		BIT Direct	James Nicol	james.nicol@bitdirect.com	YES	DBE
		Imperial Fire and Security	Steven Jones	sjones.ifas@gmail.com	NO	
		Redwire	Bear Galavis	agalavis@redwire.com	YES	
		Data Ninjas	Shawn Peer	shawn@dninjas.com	NO	
	SITWORK					
		b.Rock Solid Excavating	Brock	b.rocksolid@aol.com	YES	

FIRM	ELECTRICAL/POLES	ELECTRICAL W/EXCLUSIONS	POLES	CAMERAS	CAMERAS	CAMERAS	ALL INCLUSIVE
	SOUTHWEST ELECTRICAL CONTRACTING	BIT DIRECT	B ROCK EXCAVATING	INTEGRATED FIRE & SECURITY	ALL DIGITAL TECHNOLOGY	REDWIRE	WENTCO
BASE BID	\$ 107,000.00	\$ 72,560.84	\$ 17,250.00	\$ 85,556.56	\$ 108,508.85	\$ 113,817.06	\$ 275,000.00
BASE BID INCLUDED ELECTRICAL	YES	YES***	NO	NO	NO	NO	YES
BASE BID INCLUDES ELECTRICAL PERMIT	YES	YES	NO	NO	NO	NO	YES
BASE BID INCLUDES HVAC ENCLOSURE	YES	YES	NO	NO	NO	YES	YES
BASE BID INCLUDED CAMERAS	NO	YES	NO	YES	YES	YES	YES
BASE BID INCLUDED POLES	YES	NO	YES	NO	NO	NO	YES
USED MANDATORY BID FORM	YES	YES	YES	YES	YES	YES	YES
BASE BID INCLD. BOND (IF OVER \$100K)	YES	N/A	N/A	N/A	YES	YES	YES
ACKNOWLEDGED ADDENDUMS	YES	YES	NO	YES	YES	YES	YES
PRICING HELD FOR 90 DAYS	YES	YES	YES	YES	YES	YES	YES
ADD ALTERNATE GATE 29	\$ 13,000.00	\$ 8,856.28	N/A	\$ 9,225.26	\$ 10,534.84	\$ 14,323.09	\$ 29,500.00
ADD ALTERNATE GATE 7	\$ 20,000.00	\$ 6,403.10	\$ 5,750.00	\$ 5,784.91	\$ 5,267.42	\$ 11,626.77	\$ 27,000.00
ADD ALTERNATE GATE 11	\$ 10,000.00	\$ 8,749.82	N/A	\$ 9,112.37	\$ 10,534.84	\$ 14,323.09	\$ 24,000.00
ADD ALTERNATE GATE 14 & G HANGAR	\$ 7,000.00	\$ 14,443.63	N/A	\$ 12,616.97	\$ 15,802.26	\$ 17,261.34	\$ 28,000.00
ADD ALTERNATE GATE 16	\$ 11,000.00	\$ 11,319.23	N/A	\$ 12,657.40	\$ 15,802.26	\$ 17,261.34	\$ 26,000.00

Breakout: Electrical \$68,700.00
 Sitework: \$38,300.00

***- BIT DIRECT EXCLUSIONS- SEE BID

BID FORM

LCPA Page Field Airport Security Camera Additions

FIRM NAME: Southwest Electrical Contracting Services, LTD.

CONTACT NAME: Dave Koch


CONTACT EMAIL: dave.koch@swecs.com

INCLUSIONS (CHECK BOX BELOW IF INCLUDED)

BASE BID	ELECTRICAL	SECURITY/DATA	POLES
GATE 23	✓		✓
FUEL FARM	✓		NA
GATE 6	✓		✓
BASE OPS PARKING LOT	✓		✓
M HANGAR	✓		NA
GRAND TOTAL BASE BID \$ <u>107,000.00</u>	✓		✓

ADD ALTERNATES	TOTAL	ELECTRICAL	SECURITY/DATA	POLES
GATE 29	\$ <u>13,000.00</u>	✓		NA
GATE 7	\$ <u>20,000.00</u>	✓		✓
GATE 11	\$ <u>10,000.00</u>	✓		NA
GATE 14 & G HANGAR	\$ <u>7,000.00</u>	✓		NA
GATE 16	\$ <u>11,000.00</u>	✓		NA

BID INCLUDES ALL ITEMS HIGHLIGHTED IN YELLOW IN THE ATTACHED SCOPE OF WORK DOCUMENT.
 ADDENDUMS 1, 2 & 3 ARE INCLUDED.
 BASE BID AND ADD ALTERNATES INCLUDE PAYMENT AND PERFORMANCE BOND.
 THIS BID IS VALID FOR 90 DAYS.

Signature: 

Print Name: Dave Koch

Date: January 17, 2022

Attach company proposal to bid form

BASE BID Gate 23 Camera Installation– New Pole

Primary components and quantities for installation of camera system:

1- 35' E350-EPR-G StressCrete concrete utility pole or equivalent

1- Verkada CD62-E Outdoor Dome Camera with 30 day retention and 3 year license

1- Verkada ACC-MNT-2 Mounting Arm Kit

1- Verkada ACC-MNT-8 Pendant Cap Mount Kit

1- HyperLink HGLN-CAT6-HP Lightning Protector

1- HDPE Ground Inspection Well with cover

1- 5/8"X8' copper coated grounding rod

1- Mier Product BW-136ACE (equivalent) air conditioned electrical enclosure

1- Peplink Router, model: MAX-BR1-ENT-LTEA-R-T with POE option ACW-622

1- 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc.

Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority.

Concrete Pole to be used for mounting camera and network enclosure, installed with 29.5' total length above ground and 5'6" length buried in the ground. Exact location of concrete pole will be field marked before installation (see map attachment below)

Conduit Install approximately 45' of 1" PVC conduit underground from the Gate 23 sub-panel to the pole for mounted network enclosure. Waterproof fittings must be utilized to connect conduit to the network enclosure and sub-panel. Install two (2) 120 volt, 20 amp electrical circuits from the sub-panel to the pole mounted network enclosure. Sub-panel circuit breakers will be provided and installed by the Authority.

Grounding Rod Install one (1) 5/8"X8' copper coated grounding rod within 5 feet of the concrete pole. Grounding rod must be below grade and protected with flush mount HDPE Ground Inspection Well with cover. #6 solid copper wire must be run from ground rod to the metal camera mount and metal network enclosure.

Air-Conditioned Network Enclosure Provide and install one (1) Mier Product BW-136ACE (or equivalent) air-conditioned electrical enclosure to be mounted onto pole using galvanized unistrut. The top of the network enclosure will be at a height of 6'. Install two outlets inside enclosure, each outlet will be connected to a **separate** electrical circuit. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T with POE option ACW-622. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS, excluding air conditioner load that will be connected to the outlet separate from the UPS.

Camera Install a size appropriate camera mounting arm electrical box, location to be marked after installation of concrete pole is complete. Electrical boxes and all connections must be waterproof. **Install PVC conduit from network enclosure to mounting arm electrical box.** Mount camera and mounting arm to electrical box. Install Cat 6 cable from the router to the camera and connect to device with RJ-45 connector. Install HyperLink HGLN-CAT6-HP Lightning Protectors inside the network enclosure and connect to Cat 6 cable. HyperLink HGLN-CAT6-HP Lightning Protectors must be connected to the ground rod. Commission Verkada camera by working with the Authority to add the Verkada camera to the current site and adjusting camera angle and focus to meet the needs of the Authority.

BASE BID Fuel Farm Cameras Installation- Existing Poles

Primary components and quantities for installation of camera system:

- 5- Verkada CD62-E Outdoor Dome with 30 day retention and 3 year license
- 5- Verkada ACC-MNT-2 Mounting Arm Kit
- 5- Verkada ACC-MNT-8 Pendant Cap Mount Kit
- 5- HyperLink HGLN-CAT6-HP Lightning Protector
- 3- Tier 5 12"x12" Quazite junction boxes
- 1- Mier Product BW-136ACE (or equivalent) air conditioned electrical enclosure
- 1- Peplink Router, model: MAX-BR1-ENT-LTEA-R-T
- 1- GS308EPP Netgear Ethernet Plus Switch
- 1-120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc. Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority

Poles Cameras will be mounted to existing light poles.

Conduit Install approximately 15' of 1" electrical conduit from the F1 electrical panel to the mounted network enclosure. Waterproof fittings must be utilized to connect conduit to the network enclosure and sub-panel. Install two (2) 120 volt, 20 amp electrical circuits from the sub-panel to the mounted network enclosure. Sub-panel circuit breakers will be provided and installed by the Authority. Install new 2" PVC conduit from network enclosure to three existing light poles located on map attachment, approximately 950'. Quazite junction Boxes will be installed at the base of each pole for installation of Cat 6 cable.

Grounding Rod Using existing grounding rod, attach #6 solid copper wire from ground rod to the metal camera mount and metal network enclosure.

Air-Conditioned Network Enclosure Provide and install one (1) Mier Product BW-136ACE (or equivalent) air-conditioned electrical enclosure to be mounted onto the electrical panel structure using existing unistrut. The top of the network enclosure will be at a height of 6'. Install two outlets inside enclosure, each outlet will be connected to a **separate** electrical circuit. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Program and install one (1) GS308EPP Netgear Ethernet Plus Switch. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS, excluding air conditioner load that will be connected to the outlet separate from the UPS.

Camera Install size appropriate camera mounting arm electrical boxes for each camera, locations to be marked prior to installation of cameras. Electrical box and all connections must be waterproof. **Install PVC conduit from network enclosure to mounting arm electrical box.** Mount cameras and mounting arm to electrical box. Install direct burial Cat 6 cable from the switch to the cameras using the 2" PVC conduit and Quazite junction boxes, connect to devices with RJ-45 connector. Install HyperLink HGLN-CAT6-HP Lightning Protector inside the network enclosure and connect to Cat 6 cables. HyperLink HGLN-CAT6-HP Lightning Protectors must be connected to the existing ground rod. Commission Verkada cameras by working with the Authority to add the Verkada cameras to the current site and adjusting camera angles and focus to meet the needs of the Authority.

BASE BID Gate 6 Cameras Installation– New Pole

Primary components and quantities for installation of camera system:

- 1- 35' E350-EPR-G StressCrete concrete utility pole or equivalent
- 3- Verkada CD62-E Outdoor Dome Camera with 30 day retention and 3 year license
- 3- Verkada ACC-MNT-2 mounting arm kit
- 3- Verkada ACC-MNT-8 pendant cap mount kit
- 3- HyperLink HGLN-CAT6-HP lightning protector
- 1- Tier 5 12"x12" Quazite junction box
- 1- HDPE Ground Inspection Well with cover
- 1- 5/8"X8' copper coated grounding rod
- 1- Mier Product BW-136ACE (equivalent) air conditioned electrical enclosure
- 1- Peplink Router, model: MAX-BR1-ENT-LTEA-R-T
- 1- GS308EPP Netgear Ethernet Plus Switch
- 1- 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc. Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority

Concrete Pole to be used for mounting cameras and network enclosure, installed 29.5' total length above ground and 5'6" length buried in the ground. Exact location of concrete pole will be field marked before installation (see map attachment below)

Conduit Install approximately 375' of 2" PVC conduit underground from Foxtrot restrooms sub-panel to the pole for mounted network enclosure. Method of conduit installation will be directional bore with Quazite junction box installed in the approximate middle of the conduit run. Waterproof fittings must be utilized to connect conduit to the network enclosure and sub-panel. Install two (2) 120 volt, 20 amp electrical circuits from the sub-panel to the pole mounted network enclosure. Sub-panel circuit breakers will be provided and installed by the Authority. Height of pole conduit and camera mounting boxes will be field marked by the Authority.

Grounding Rod Install one (1) 5/8"X8' copper coated grounding rod within 5 feet of the concrete pole. Grounding rod must be below grade and protected with flush mount HDPE Ground Inspection Well with cover. #6 solid copper wire must be run from the ground rod to the metal camera mounts and metal network enclosure.

Air-Conditioned Network Enclosure Provide and install one (1) Mier Product BW-136ACE (or equivalent) air-conditioned electrical enclosure to be mounted onto pole using a galvanized unistrut. The top of the network enclosure will be at a height of 6'. Install two outlets inside enclosure, each outlet will be connected to a separate electrical circuit. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Program and install one (1) GS308EPP Netgear Ethernet Plus Switch. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS, excluding air conditioner load that will be connected to the outlet separate from the UPS.

Camera Install size appropriate camera mounting arm electrical boxes, location to be marked after installation of concrete pole is complete. Electrical box and all connections must be waterproof. Install PVC conduit from network enclosure to mounting arm electrical box. Mount cameras and mounting arm to electrical box. Install

BASE BID BaseOps Fuel Truck Parking Cameras Installation- New Pole Primary components and quantities for

installation of camera system:

1- 40' E400-EPR-G StressCrete concrete utility pole or equivalent

5- Verkada CD62-E Outdoor Dome Cameras with 30 day retention and 3 year license

5- Verkada ACC-MNT-2 Mounting Arm Kit

5- Verkada ACC-MNT-8 Pendant Cap Mount Kit

5- HyperLink HGLN-CAT6-HP Lightning Protector

1- HDPE Ground Inspection Well with cover

1- 5/8"X8' copper coated grounding rod

1- Mier Product BW-136ACE (equivalent) air conditioned electrical enclosure

1- Peplink Router, model: MAX-BR1-ENT-LTEA-R-T

1- 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

1- GS308EPP Netgear Ethernet Plus Switch

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc. Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority.

Concrete Pole to be used for mounting cameras and network enclosure, installed with 34' total length above ground and 6' length buried in the ground. Exact location of concrete pole will be field marked before installation (see map attachment below)

Conduit 1" PVC conduit will be run to mounted network enclosure from the ground electrical box approximately 5' from the pole. Waterproof fittings must be utilized to connect conduit to the network enclosure and existing ground junction box. Install two (2) 120 volt, 20 amp electrical circuits from the ground electrical box to the pole mounted network enclosure, electrical wiring will be pre-existing inside junction box.

Grounding Rod Install one (1) 5/8"X8' copper coated grounding rod within 5 feet of the concrete pole. Grounding rod must be below grade and protected with flush mount HDPE Ground Inspection Well with cover. #6 solid copper wire must be run from ground rod to the metal camera mount and metal network enclosure.

Air-Conditioned Network Enclosure Provide and install one (1) Mier Product BW-136ACE (or equivalent) air-conditioned electrical enclosure to be mounted onto the electrical panel structure using existing unistrut. The top of the network enclosure will be at a height of 6'. Install two outlets inside enclosure, each outlet will be connected to a **separate** electrical circuit. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Program and install one (1) GS308EPP Netgear Ethernet Plus Switch. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS, excluding air conditioner load that will be connected to the outlet separate from the UPS.

Camera Install size appropriate camera mounting arm electrical boxes, location to be marked after installation of concrete pole is complete. Electrical box and all connections must be waterproof. **Install PVC conduit from network enclosure to mounting arm electrical box.** Mount camera and mounting arm to electrical boxes. Install Cat 6 cable from the switch to the cameras and connect to devices with RJ-45 connector. Install Cat 6 cable from the router to the cameras and connect to devices with RJ-45 connector. Install HyperLink HGLN-CAT6-HP Lightning Protector inside the network enclosure and connect to Cat 6 cable. HyperLink HGLN-CAT6-HP Lightning Protector must be connected to the ground rod. Commission Verkada cameras by working with the

BASE BID M Hangar Cameras Installation- Mounted exterior and interior hangar

Primary components and quantities for installation of camera system:

5- Verkada CD62-E Outdoor Dome Cameras with 30 day retention and 3 year license

5- Verkada ACC-MNT-2 Mounting Arm Kit

5- Verkada ACC-MNT-8 Pendant Cap Mount Kit

1- Verkada CB61-TE Outdoor Bullet Camera with 30 day retention and 3 year license

1- Fiberglass 4x NEMA 24"x 36"x 12"

6- HyperLink HGLN-CAT6-HP Lightning Protector

1- Peplink Router, model: MAX-BR1-ENT-LTEA-R-T

1- GS308EPP Netgear Ethernet Plus Switch

1- 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc.

Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority.

Conduit Install approximately 10' of 1" electrical conduit from the sub-panel to the network enclosure, located inside the M hangar electrical room. Waterproof fittings must be utilized to connect conduit to the network enclosure and sub-panel. Install one (1) 120 volt, 20 amp electrical circuit from the sub-panel to the network enclosure inside M hangar. Sub-panel circuit breaker will be provided and installed by the Authority.

4x NEMA Enclosures Provide and install one (1) 4x NEMA enclosure to be mounted inside M hangar electrical room. Install one (1) outlet inside enclosure. Install new 2" PVC conduit from network enclosure to 6 camera locations, approximately 500'. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed on exterior wall of electrical room 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Program and install one (1) GS308EPP Netgear Ethernet Plus Switch. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS.

Camera Install size appropriate camera mounting arm electrical boxes, location to be marked prior to camera installation. Electrical boxes and all connections must be waterproof. **Install PVC conduit from network enclosure to mounting arm electrical boxes.** Mount cameras and mounting arms to electrical boxes. Install Cat 6 cable from the router to the cameras and connect to devices with RJ-45 connector. Install HyperLink HGLN-CAT6-HP Lightning Protector inside the network enclosure and connect to Cat 6 cable. HyperLink HGLN-CAT6-HP Lightning Protector must be connected to the ground. Commission Verkada cameras by working with the Authority to add the Verkada cameras to the current site and adjusting camera angles and focus to meet the needs of the Authority.

ADD ALTERNATE Gate 29 Camera Installation- Existing Pole

Primary components and quantities for installation of camera system to be supplied by contractor:

- 2- Verkada CD62-E Outdoor Dome Camera with 30 day retention and 3 year license
- 2- Verkada ACC-MNT-2 Mounting Arm Kit
- 2- Verkada ACC-MNT-8 Pendant Cap Mount Kit
- 2- HyperLink HGLN-CAT6-HP Lightning Protector
- 1- Mier Product BW-136ACE (equivalent) air conditioned electrical enclosure
- 1- Peplink Router, model: MAX-BR1-ENT-LTEA-R-T with POE option ACW-622
- 1- 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc. Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority

Poles Cameras will be mounted to existing light pole.

Conduit Install approximately 120' of 1" electrical conduit from the Cargo 5 electrical panel to the existing pole for mounted network enclosure. Waterproof fittings must be utilized to connect conduit to the network enclosure and sub-panel. Install two (2) 120 volt, 20 amp electrical circuits from the sub-panel to the pole mounted network enclosure. Sub-panel circuit breakers will be provided and installed by the Authority.

Grounding Rod Using existing grounding rod, attach #6 solid copper wire from ground rod to the metal camera mount and metal network enclosure.

Air-Conditioned Network Enclosure Provide and install one (1) Mier Product BW-136ACE (or equivalent) air-conditioned electrical enclosure to be mounted onto existing pole using galvanized unistrut. The top of the network enclosure will be at a height of 6'. Install two outlets inside enclosure, each outlet will be connected to a separate electrical circuit. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T with POE option ACW-622. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS, excluding air conditioner load that will be connected to the outlet separate from the UPS.

Camera Install size appropriate camera mounting arm electrical boxes, locations to be marked prior to installation of cameras. Electrical boxes and all connections must be waterproof. Install PVC conduit from network enclosure to mounting arm electrical box. Mount camera and mounting arm to electrical box. Install Cat 6 cable from the router to the camera and connect to devices with RJ-45 connector. Install HyperLink HGLN-CAT6-HP Lightning Protectors inside the network enclosure and connect to Cat 6 cable. HyperLink HGLN-CAT6-HP Lightning Protectors must be connected to the existing ground rod. Commission Verkada camera by working with the Authority to add the Verkada cameras to the current site and adjusting camera angles and focus to meet the needs of the Authority.

ADD ALTERNATE Gate 7 Camera Installation– New Pole

Primary components and quantities for installation of camera system:

1- 35' E350-EPR-G StressCrete concrete utility pole or equivalent

1- Verkada CD62-E Outdoor Dome Camera with 30 day retention and 3 year license

1- Verkada ACC-MNT-2 mounting arm kit

1- Verkada ACC-MNT-8 pendant cap mount kit

1- HyperLink HGLN-CAT6-HP Lightning Protector

1- HDPE Ground Inspection Well with cover

1- 5/8"X8' copper coated grounding rod

1- Mier Product BW-136ACE (equivalent) air conditioned electrical enclosure

1- Peplink Router model: MAX-BR1-ENT-LTEA-R-T with POE option ACW-622

1- 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc. Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority.

Concrete Pole to be used for mounting camera and network enclosure, installed 29.5' total length above ground and 5'6" length buried in the ground. Exact location of concrete pole will be field marked before installation (see map attachment below)

Conduit Install approximately 30' of 1" PVC conduit underground from the Gate 7 sub-panel to the pole for mounted network enclosure. Waterproof fittings must be utilized to connect conduit to the network enclosure and sub-panel. Install two (2) 120 volt, 20 amp electrical circuits from the sub-panel to the pole mounted network enclosure. Sub-panel circuit breakers will be provided and installed by the Authority. Height of pole conduit and camera mounting box will be field marked by the Authority.

Grounding Rod Install one (1) 5/8"X8' copper coated grounding rod within 5 feet of the concrete pole. Grounding rod must be below grade and protected with flush mount HDPE Ground Inspection Well with cover. #6 solid copper wire must be run from the ground rod to the metal camera mount and metal network enclosure.

Air-Conditioned Network Enclosure Provide and install one (1) Mier Product BW-136ACE (or equivalent) air-conditioned electrical enclosure to be mounted onto pole using a galvanized unistrut. The top of the network enclosure will be at a height of 6'. Install two outlets inside enclosure, each outlet will be connected to a separate electrical circuit. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T with POE option ACW-622. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS, excluding air conditioner load that will be connected to the outlet separate from the UPS.

Camera Install a size appropriate camera mounting arm electrical box, location to be marked after installation of concrete pole is complete. Electrical box and all connections must be waterproof. Install PVC conduit from network enclosure to mounting arm electrical box. Mount camera and mounting arm to electrical box. Install Cat 6 cable from the router to the camera and connect to devices with RJ-45 connector. Install HyperLink HGLN-CAT6-HP Lightning Protector inside the network enclosure and connect to Cat 6 cable. HyperLink HGLN-CAT6-HP Lightning Protector must be connected to the ground rod. Commission Verkada camera by working with the Authority to add the Verkada camera to the current site and adjusting camera angle and focus to

ADD ALTERNATE Gate 11 Camera Installation- Existing Pole

Primary components and quantities for installation of camera system:

2- Verkada CD62-E Outdoor Dome Camera with 30 day retention and 3 year license

2- Verkada ACC-MNT-2 Mounting Arm Kit

2- Verkada ACC-MNT-8 Pendant Cap Mount Kit

2- HyperLink HGLN-CAT6-HP Lightning Protector

1- Mier Product BW-136ACE (equivalent) air conditioned electrical enclosure

1- Peplink Router, model: MAX-BR1-ENT-LTEA-R-T with POE option ACW-622

1- 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc.

Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority.

Poles Cameras will be mounted to existing light pole. Exact locations of pole to be used will be field marked before installation (see map attachment below)

Conduit Using existing conduit, install two (2) 120 volt, 20 amp electrical circuits from the B hangar sub-panel to the pole mounted network enclosure. Sub-panel circuit breakers will be provided and installed by the Authority. Height of pole conduit and camera mounting boxes will be field marked by the Authority.

Grounding Rod Using existing grounding rod, attach #6 solid copper wire from ground rod to the metal camera mount and metal network enclosure.

Air-Conditioned Network Enclosure Provide and install one (1) Mier Product BW-136ACE (or equivalent) air-conditioned electrical enclosure to be mounted onto existing pole using a galvanized unistrut. The top of the network enclosure will be at a height of 6'. Install two outlets inside enclosure, each outlet will be connected to a separate electrical circuit. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T with POE option ACW-622. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS, excluding air conditioner load that will be connected to the outlet separate from the UPS.

Camera Install size appropriate camera mounting arm electrical boxes, locations to be marked prior to installation of cameras. Electrical box and all connections must be waterproof. Install PVC conduit from network enclosure to mounting arm electrical box. Mount camera and mounting arms to electrical box. Install Cat 6 cable from the router to the cameras and connect to devices with RJ-45 connector. Install HyperLink HGLN-CAT6-HP Lightning Protector inside the network enclosure and connect to Cat 6 cable. HyperLink HGLN-CAT6-HP Lightning Protector must be connected to the existing ground rod. Commission Verkada cameras by working with the Authority to add the Verkada cameras to the current site and adjusting camera angles and focus to meet the needs of the Authority.

ADD ALTERNATE Gate 14 and G Hangar Cameras Installation- Mounted exterior and interior hangar

Primary components and quantities for installation of camera system:

3- Verkada CD62-E Outdoor Dome Camera with 30 day retention and 3 year license

3- Verkada ACC-MNT-2 Mounting Arm Kit

3- Verkada ACC-MNT-8 Pendant Cap Mount Kit

3- HyperLink HGLN-CAT6-HP Lightning Protector

1- Fiberglass 4x NEMA 24"x 36"x 12"

1- Peplink Router model: MAX-BR1-ENT-LTEA-R-T

1- GS308EPP Netgear Ethernet Plus Switch

1- 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc.

Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority.

Conduit Install approximately 10' of 1" electrical conduit from the sub-panel to the network enclosure, located inside the G hangar electrical room. Waterproof fittings must be utilized to connect conduit to the network enclosure and sub-panel. Install one (1) 120 volt, 20 amp electrical circuit from the sub-panel to the network enclosure inside G hangar. Sub-panel circuit breaker will be provided and installed by the Authority. Camera locations will be field marked by the Authority.

4x NEMA Enclosures Provide and install one (1) 4x NEMA enclosure to be mounted inside G hangar electrical room. Install one (1) outlet inside enclosure. Install new 1" PVC conduit from network enclosure to three camera locations, approximately 350'. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed on exterior wall of electrical room 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Program and install one (1) GS308EPP Netgear Ethernet Plus Switch. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS, excluding air conditioner load that will be connected to the outlet separate from the UPS.

Camera Install size appropriate camera mounting arm electrical boxes, location to be marked prior to camera installation. Electrical box and all connections must be waterproof. Install PVC conduit from network enclosure to mounting arm electrical box. Mount cameras and mounting arms to electrical box. Install Cat 6 cable from the switch to the cameras and connect to devices with RJ-45 connector. Install HyperLink HGLN-CAT6-HP Lightning Protector inside the network enclosure and connect to Cat 6 cables. HyperLink HGLN-CAT6-HP Lightning Protectors must be connected to the ground. Commission Verkada cameras by working with the Authority to add the Verkada cameras to the current site and adjusting camera angles and focus to meet the needs of the Authority.

ADD ALTERNATE Gate 16 Cameras Installation- Existing pole

Primary components and quantities for installation of camera system:

3- Verkada CD62-E Outdoor Dome Camera with 30 day retention and 3 year license

3- Verkada ACC-MNT-2 mounting arm kit

3- Verkada ACC-MNT-8 pendant cap mount kit

3- HyperLink HGLN-CAT6-HP Lightning Protector

1- Mier Product BW-136ACE (equivalent) air conditioned electrical enclosure

1- Peplink Router, model: MAX-BR1-ENT-LTEA-R-T

1- GS308EPP Netgear Ethernet Plus Switch

1- 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA.

*General supplies used for installation not included in supply list - i.e. electrical boxes, wire, conduit, screws etc.

Contractor is responsible for determining accessory items, which must be outdoor, waterproof, appropriately sized and durable. Utilities must be located at each project area prior to the beginning of any underground work and must be verified by the Authority.

Pole Cameras will be mounted to an existing light pole. Exact location of pole to be used will be field marked before installation (see map attachment below)

Conduit Install approximately 42' of 1" electrical conduit underground from the Gate 16 electrical panel to the mounted network enclosure. Waterproof fittings must be utilized to connect conduit to the network enclosure and sub-panel. Install two (2) 120 volt, 20 amp electrical circuits from the sub-panel to the mounted network enclosure. Sub-panel circuit breaker will be provided and installed by the Authority.

Grounding Rod Using existing grounding rod, attach #6 solid copper wire from ground rod to the metal camera mount and metal network enclosure.

Air-Conditioned Network Enclosure Provide and install one (1) Mier Product BW-136ACE (or equivalent) air-conditioned electrical enclosure to be mounted onto the electrical panel structure using galvanized unistrut. The top of the network enclosure will be at a height of 6'. Install two outlets inside enclosure, each outlet will be connected to a separate electrical circuit. Provide, install, and program one (1) Peplink Router, model: MAX-BR1-ENT-LTEA-R-T. Router will be connected **only** to Firstnet LTE network. Firstnet Sim card will be supplied by the Authority. External router antenna will be installed 8 feet from ground level. Any antenna wiring that penetrates the enclosure must be waterproof. Program and install one (1) GS308EPP Netgear Ethernet Plus Switch. Install one (1) 120 volt uninterruptible power supply (UPS) with minimum battery rating of 650VA. Connect all enclosure electrical loads to battery side of the UPS, excluding air conditioner load that will be connected to the outlet separate from the UPS.

Camera Install size appropriate camera mounting arm electrical boxes, location to be marked prior to installation of cameras. Electrical box and all connections must be waterproof. Install PVC conduit from network enclosure to mounting arm electrical box. Mount cameras and mounting arms to electrical box. Install Cat 6 cable from the switch to the cameras and connect to devices with RJ-45 connector. Install HyperLink HGLN-CAT6-HP Lightning Protector inside the network enclosure and connect to Cat 6 cables. HyperLink HGLN-CAT6-HP Lightning Protectors must be connected to the existing ground rod. Commission Verkada cameras by working with the Authority to add the Verkada cameras to the current site and adjusting camera angles and focus to meet the needs of the Authority.

BID FORM

LCPA Page Field Airport Security Camera Additions

FIRM NAME: **Integrated Fire and Security Solutions**

CONTACT NAME: **Randy Cooper**

CONTACT EMAIL: **rcooper@ifssi.com**

INCLUSIONS (CHECK BOX BELOW IF INCLUDED)

BASE BID	ELECTRICAL	SECURITY/DATA	POLES
GATE 23		5,794.85	
FUEL FARM		22,005.37	
GATE 6		12,614.07	
BASE OPS PARKING LOT		19,924.61	
M HANGAR		25,217.66	
GRAND TOTAL BASE BID		<u>\$ 85,556.56</u>	

ADD ALTERNATES	TOTAL		
GATE 29	\$ _____		9,225.26
GATE 7	\$ _____		5,781.91
GATE 11	\$ _____		9,112.37
GATE 14 & G HANGAR	\$ _____		12,616.97
GATE 16	\$ _____		12,657.40

Signature:  Sales Manager

Print Name: **Mike Murphey**

Date: **1-17-2022**

Attach company proposal to bid form

BID FORM

LCPA Page Field Airport Security Camera Additions

FIRM NAME: Brock Solid Excavating LLC

CONTACT NAME: Brock N. Wesley

CONTACT EMAIL: brockexcavating@gmail.com

INCLUSIONS (CHECK BOX BELOW IF INCLUDED)

BASE BID	ELECTRICAL	SECURITY/DATA	POLES
GATE 23			X
FUEL FARM			
GATE 6			X
BASE OPS PARKING LOT			X
M HANGAR			
GRAND TOTAL BASE BID			

GRAND TOTAL BASE BID \$ 17,250.00

ADD ALTERNATES	TOTAL		
GATE 29	\$ _____		
GATE 7	\$ <u>5,750.00</u>		X
GATE 11	\$ _____		
GATE 14 & G HANGAR	\$ _____		
GATE 16	\$ _____		

Signature: Brock N. Wesley

Print Name: Brock N. Wesley

Date: 01-17-2022

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BID FORM

LCPA Page Field Airport Security Camera Additions

FIRM NAME: BIT DIRECT
 CONTACT NAME: JAMES NICOL
 CONTACT EMAIL: JAMES.NICOL@bitdirect.com

INCLUSIONS (CHECK BOX BELOW IF INCLUDED)

BASE BID	ELECTRICAL	SECURITY/DATA	POLES
GATE 23	* ✓	✓	
FUEL FARM	* ✓	✓	
GATE 6	* ✓	✓	
BASE OPS PARKING LOT	* ✓	✓	
M HANGAR	* ✓	✓	
GRAND TOTAL BASE BID	* ✓	✓	

GRAND TOTAL BASE BID \$ 72560.84

ADD ALTERNATES	TOTAL	ELECTRICAL	SECURITY/DATA	POLES
GATE 29	\$ <u>8856.28</u>	* ✓	✓	
GATE 7	\$ <u>6403.10</u>	* ✓	✓	
GATE 11	\$ <u>8749.82</u>	* ✓	✓	
GATE 14 & G HANGAR	\$ <u>14443.63</u>	* ✓	✓	
GATE 16	\$ <u>11319.23</u>	* ✓	✓	

* - Some Electrical Not Included.
Please see bid proposal.

Signature: 

Print Name: James Nicol

Date: 1/17/2022

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ELECTRICAL INSTALLATION

INCLUDED in our bid

We are including above ground conduits only.

We will run conduit on poles and through hangers.

We will run wire or fiber through Conduit quoted and terminate.

We will Install and Configure ALL Cameras and Networking.

All Data streams will be encrypted in motion and at rest and onboard.

We will Commission, angle. adjust and support the airport for ALL camera field of view needs.

We are installing ONLY VERKADA GENUINE NEW product.

We are including a 10 year warranty on ALL Verkada products.

We are including 3 years of Enterprise Licensing with ALL AI features enabled.

We are including UNLIMITED LIFETIME Cloud Archiving on the AWS cloud.

We will install ALL Enclosures INCLUDING the AC Enclosures.

ELECTRICAL INSTALLATION

NOT INCLUDED in our bid

Customer (Airport Authority or Chris Tel) will need to provide all fiber or ethernet wire and terminations.

Wire, Fiber, Electric and Poles ARE NOT Included and must be provided by others.

PLEASE NOTE: Fuel farm, M Hanger and G hanger will need either fiber or intermediate switches due to run lengths.

Items We CANNOT source or provide in bid.

HyperLink HGLN-CAT6-HP Lightning Protector
Tier 5 12"x12" Quazite junction boxes
Fiberglass 4x NEMA 24"x 36"x 12"
HDPE Ground Inspection Well with cover
5/8"X8' copper coated grounding rod
35' E350-EPR-G StressCrete concrete utility pole
35' E350-EPR-G StressCrete concrete utility pole
40' E400-EPR-G StressCrete concrete utility pole

SPECIAL NOTE ABOUT OUR BASE BID PRICING

PLEASE NOTE: The Inclusion of the 8 **BW-136-ACE** Enclosure units has added \$20,000 to our total bid pricing.

If Chris Tel or other contractors can get these units at a better price and save the Authority and County some money we can remove \$20,000 from our BASE BID.

Installation of these boxes IS INCLUDED in our bid pricing.

BASE BID PRICE ON BID Sheet is \$ 72560.84

(If The County or GC supplies the 8 AC Enclosures our BASE BID price goes down to \$52560.84)

BIT DIRECT PRICING BREAKDOWN

BASE BID includes ALL costs PRICED AS A GROUP
This INCLUDES all hardware, software support and installation costs for Gate 23, Fuel Farm, Gate 6, Base Ops Parking lot and M Hangar

BID FORM

LCPA Page Field Airport Security Camera Additions

FIRM NAME: All Digital Technology

CONTACT NAME: Tim Fitzpatrick

CONTACT EMAIL: tfitzpatrick@alldigitaltechnology.com

INCLUSIONS (CHECK BOX BELOW IF INCLUDED)

BASE BID	ELECTRICAL	SECURITY/DATA	POLES
GATE 23		X	
FUEL FARM		X	
GATE 6		X	
BASE OPS PARKING LOT		X	
M HANGAR		X	
GRAND TOTAL BASE BID			

GRAND TOTAL BASE BID \$ 105,348.40

ADD ALTERNATES	TOTAL	ELECTRICAL	SECURITY/DATA	POLES
GATE 29	\$ 10,534.84		X	
GATE 7	\$ 5,267.42		X	
GATE 11	\$ 10,534.84		X	
GATE 14 & G HANGAR	\$ 15,802.26		X	
GATE 16	\$ 15,802.26		X	

Signature: _____

Print Name: Timothy Fitzpatrick

Date: 01/14/2022

Attach company proposal to bid form

BID FORM

LCPA Page Field Airport Security Camera Additions

FIRM NAME: REDWIZE

CONTACT NAME: BEAR GALAVIS

CONTACT EMAIL: AGALAVIS@REDWIZE.COM

INCLUSIONS (CHECK BOX BELOW IF INCLUDED)

BASE BID

GATE 23
FUEL FARM
GATE 6
BASE OPS PARKING LOT
M HANGAR

ELECTRICAL	SECURITY/DATA	POLES
	11,565	
	25,682	
	18,790	
	25,682	
	28,783	

GRAND TOTAL BASE BID \$ 110,562.

+ 3315.⁰⁶ BOND - \$ 113,817.⁰⁶

ADD ALTERNATES

TOTAL

GATE 29
GATE 7
GATE 11
GATE 14 & G HANGAR
GATE 16

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

	14,323	
	11,624	
	14,323	
	17,261	
	17,261	

Signature: _____



Print Name: BEAR GALAVIS

Date: 1 | 17 | 22

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BID FORM

LCPA Page Field Airport Security Camera Additions

FIRM NAME: WENTCO, Inc.

CONTACT NAME: Travis Thomas

CONTACT EMAIL: Travis.thomas@wentcoinc.com

INCLUSIONS (CHECK BOX BELOW IF INCLUDED)

BASE BID	ELECTRICAL	SECURITY/DATA	POLES
GATE 23	x	x	x
FUEL FARM	x	x	
GATE 6	x	x	x
BASE OPS PARKING LOT	x	x	x
M HANGAR	x	x	
GRAND TOTAL BASE BID			
			\$ 275,000.00

ADD ALTERNATES	TOTAL			
GATE 29	\$ 29,500	x	x	
GATE 7	\$ 27,000	x	x	x
GATE 11	\$ 24,000	x	x	
GATE 14 & G HANGAR	\$ 28,000	x	x	
GATE 16	\$ 26,000	x	x	

Signature: 

Print Name: Travis W Thomas

Date: 1/14/2022

Attach company proposal to bid form

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board award the purchase of a John Deere 6110M-C4 tractor with rear and side flail mower attachments to Alamo Industrial Group, Inc. in the amount of \$158,279.00 using Sourcewell Contract #070821-AGI.</p> <p>2. FUNDING SOURCE: Capital Account VB5131541200.506410</p> <p>3. TERM: N/A.</p> <p>4. WHAT ACTION ACCOMPLISHES: Procuring a new John Deere tractor with 8' flail mower attachments from the Alamo Group using Sourcewell Contract #070821-AGI.</p>	<p>5. CATEGORY: 7. Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/15/2022</p> <p>7. BoPC MEETING DATE: 3/3/2022</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 Hennigan</u></p> <p>DIV. <u>Aviation</u></p>
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10. BACKGROUND:

On December 22, 2021, Lee County Port Authority's Purchasing Department issued a Notice of Written Determination authorizing the Maintenance Department to proceed with the capital procurement of one John Deere 6110M-C4 tractor with side and rear flail mower attachments. The new tractor/mower combination will replace the existing 2005 New Holland TS115A model tractor with flail mower attachments purchased new in 2005 for \$77,350.00. The mower decks on the existing tractor have structural corrosion, which causes the mower's roller assemblies to bind and scrape turf. LCPA has spent \$77,388.00 on maintenance, repairs, parts, and labor on the existing tractor/flail mower since it was purchased new in 2005; approximately 50% of these expenditures were accrued over the past five years.

LCPA Grounds Maintenance utilizes the tractor/flail mower combination to maintain/mow approximately ten (10) miles of canal and retention pond aquatic banks and mow the Bahia grass along the sides of Chamberlin Parkway, Paul J Doherty Parkway, and Terminal Access Road. The tractor/flail mower is also used to mow the grass on the airfield adjacent to taxiways due to ease of maneuverability and positive control of grass clippings around airfield guide signs and taxiways.

Staff recommends the Board approve the one-time capital purchase of a John Deere 6110M-C4 tractor with side and rear mounted flail mower attachment at the cost of \$158,279.00 piggybacking Sourcewell Contract #070821-AGI through Alamo Industrial Group, Inc. The distributor for Alamo Group, Inc. is Everglades Farm Equipment, North Fort Myers, FL 33905.

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. Trank</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)

Attachments:

- (1) Sourcewell Contract #070821-AGI
- (2) LCPA Notice of Written Determination of a Cooperative Contract or Piggyback
- (3) Quote

**Solicitation Number: RFP #070821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Alamo Group (TX) Inc., 1502 East Walnut St., Seguin, TX 78155 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 Road Right-of-Way Maintenance Equipment from which Supplier was awarded a contract.

Supplier 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 9, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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 will 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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier, 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 negotiated directly between the Participating Entity and the Supplier. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier 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, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier'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.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier 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 to 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.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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 Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers,

resellers, 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. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. 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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development 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 Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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.** 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.** Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Alamo Group (TX) Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/6/2021 | 7:33 AM CDT

DocuSigned by:
Keith Forcinito
By: 033EBF1432374E8...
Keith Forcinito
Title: President
Date: 8/5/2021 | 12:44 PM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/6/2021 | 7:37 AM CDT

RFP 070821 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Alamo Group (TX) INC
Does your company conduct business under any other name? If yes, please state: ALAMO INDUSTRIAL
Address: 1502 E. WALNUT STREET
SEGUIN, TX 78155
Contact: Nathan Moczygemba
Email: bids@alamo-group.com
Phone: 830-372-9637
HST#:

Submission Details

Created On: Thursday June 24, 2021 16:14:06
Submitted On: Thursday July 08, 2021 08:31:09
Submitted By: Nathan Moczygemba
Email: bids@alamo-group.com
Transaction #: 16ce45c5-c72a-4185-9b25-2cf7129ed221
Submitter's IP Address: 107.128.0.129

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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 (one legal entity only):	Alamo Group (TX) Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Alamo Group (TX) Inc. is offering several brands including Terrain King. Both companies are members of the Alamo Group. Both companies are manufactured and serviced by the Alamo Group (TX) teams with one reporting structure.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	1502 East Walnut St, Seguin, TX 78155
5	Proposer website address (or addresses):	www.alamo-industrial.com, www.terraining.com
6	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):	Keith Forcinito, President, 1502 East Walnut St, Seguin, TX 78155. kforcinito@alamo-group.com, 830-372-1480.
7	Proposer's primary contact for this proposal, if any (name, title, address, email address & phone):	Nathan Moczygemba, Contract Administrator, 1502 East Walnut St, Seguin, TX 78155, bids@alamo-group.com, 830-372-9637.
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chuck Pavliska, Customer Service Manager, 1502 East Walnut St, Seguin, TX 78155, cpavliska@alamo-group.com, 830-372-9503. Doug Baker, North America Sales Manager, 1502 East Walnut St, Seguin, TX 78155, dbaker@alamo-group.com, 830-305-7001.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	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.	Committed to People and Safety since 1969, Alamo Group (TX) Inc. is one of the worlds largest manufacturers supplying mowers to every level of government, the Department of Defense, and into the agricultural and commercial turf markets. We produced the first 15 ft flex-wing mower used in the government market (1969), we designed and built the first telescopic boom mower (1969), the first 15 ft hydraulic rotary mower (1978), the first hydraulically powered sickle bar (1984), the first articulated boom (1988), the first self-propelled wide area flail mower (1988), the first with a piston pump and motors and a joystick (1994), the first fabricated boom and a swivel rotary head (2004), the first to introduce into the US a remote-controlled tool carrier with rubber tracks (2012), the first remote control with a Trimble navigation system in the US (2019), and the first professionally built prime mover with interchangeable attachments (2019). We start every day aiming to build and innovate. We experiment, redefine and prototype. We test and refine some more and then we build keeping the operator in mind every step of the way. We build for longevity and strength. As leaders in vegetation management, we strive to provide a clear, safe path, wherever the customer needs to travel. We are one of 34 members of Alamo Group Inc. (NYSE: ALG), a leader in the design, manufacture, distribution, and service of high-quality equipment for infrastructure maintenance, agriculture, and other applications. Our solutions include tractor-mounted, prime mover mounted and remote-controlled mowers, brush-cutters and other similar equipment made for right-of-way clearing, roadside vegetation management and grounds maintenance. We have built into our solutions our full breadth of OEM parts inventory, superior customer service, product technical support, product and safety operator training courses and highly knowledgeable and experienced territory sales managers, all of which provides our customers with the product life cycle support they require throughout the ownership of our equipment. We have a well-established authorized dealer channel of over 700 locations in North America who are held and trained to the same high-level standards we expect of everyone representing Alamo Group (TX). We understand the government market and our approach has always been to utilize all our factory and local resources to keep the customer productive and safe. We lead by example, our Alamo Group (TX) team has completed over 5100 days of no lost time accidents, equating to over 4 million manhours. We are the first in our industry to reach such a milestone.

10	What are your company's expectations in the event of an award?	We will continue to use our Sourcewell award as our lead contract over all other cooperative, state, and local contracts. We will take opportunities as our product line grows to add similar products, services, and product trainings to our award to provide members with additional solutions. We will continue working with members to educate them on the utilization of the contract and all the suppliers they have available to them as a member. We hope to gain additional Piggyback awards. With the assistance of our contract manager and administrator we will continue to provide required training to all our dealers to keep them well versed on our direction of our Sourcewell award being the lead contract of choice. We will continue to develop our presence in Canada with an award and work with RMA and the other provincial independent associations and now CANOE that have adopted Sourcewell contracts. We will continue to market our award with Sourcewell literature and other marketing tools on our website, in social media and at all events our products are represented. We expect our revenue to increase as we have recently added complimentary products and look to add more in the future.	*
11	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.	Alamo Group (TX) and Terrain King are members of Alamo Group a publicly traded company on the New York Stock Exchange since 1995. We are including our financials at our Group level. See attachments of our SEC 10K and Income Statement.	*
12	What is your US market share for the solutions that you are proposing?	Our market share on the products we are proposing in the US is 60%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our market share on the products we are proposing in Canada is 5%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	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), 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, 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?	We are a manufacturer and service provider. Our sales and service are conducted by our employees as well as our independent dealer channel. For sales, our employees support inside and outside sales for our customers. Our outside territory managers are on the road 90% of their time with dealers and customers delivering product and establishing and strengthening relationships as we know relationships and contracts win the business. We work directly with the customers to help specify products and find solutions for their requirements. We introduce our local dealer immediately so a team consisting of the customer, our dealer and our sales staff can cover all requirements. We value the local presence of our dealers' sales team for before, during and after the sale. They are our boots on the ground that have daily contact with the customers and are trained to be the first point of contact for our customers. We put a lot of time in developing and training our dealers on how to help customers select the right product and in fully utilizing our Sourcewell current contract, specifically in taking advantage of being able to have the purchase order issued to the local dealer. If awarded, we will continue with this emphasis. For service, we rely on our employees in our customer service, technical support, production, and engineering teams to fully support our dealers and customers. Typically, our customers first point of contact is with our local dealer. Our local dealers are required to have service trucks available to support our products and to carry ample OEM parts to cover the routine needs. We provide technician training as well as operator and service manuals to all our dealer service teams. We assign one factory service representative to each dealer as this allows our reps to get a good understanding of the dealer and the customers they service. This also streamlines the troubleshooting process as no one needs to "start over" each time they call in. Our rep "carries the flag" for the dealer and customer into the other departments when they are unable to get to solutions. We support all dealer service work by sending our factory technicians to customer and dealer sites or by bringing the equipment into our plant for troubleshooting when applicable. Our processes dictate we communicate across all teams within our company as well as with our dealer and the customer when we are working on sales or service solutions, this helps to keep everyone on the same page which allows the progression to a solution to take place quickly and easily. We consider our independent dealers an extension of Alamo Group (TX), we have in place certain qualifications and sales targets they must meet to represent our products and service our customers. All our dealers are required to have a dedicated team focused on government sales and service.	*
16	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.	We are one of the leaders in the mowing industry and as such many of the various manufactured products being used today were first designed and developed by Alamo Group (TX). We rank safety, quality, and durability as the first three criteria's we must meet on each product we develop or revise. We employ three licensed Professional Engineers (PE) to support the legitimacy of safety, quality, and durability in our product designs. To develop great products, you need to be proficient and an expert in the use of development software. We have two licensed Solidworks CSWP's (Certified Solidworks Professional) to maintain an expertise in the use of the software. Maintaining proper accounting compliance at Alamo Group (TX) is essential for us and with our government customers. We have an employee who is a CPA (Certified Public Accountant) who works closely with our Alamo Group accounting team to maintain compliance, conduct internal and external audits and provides direction on maintaining proper audit trails and documents.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Alamo Group (TX) has a safety culture which is not matched by any similar manufacturer in our industry. We have worked over 5,000 days without a lost time accident due to our constant focus, training, awareness, and adoption of safety practices from the president down. We are presented hundreds of opportunities daily to get injured given the equipment we use and work around at the factory. We are proud of this amazing culture which extends into designing and building safe, quality products for our customers. We are attaching photos and certificates of the following awards we have achieved. 1) 2017 Alamo Group Inc Safety Excellence Award – 10 years No Lost Time Injury 2) 2017 City of Seguin Proclamation of 10 Years No Lost Time Injury
19	What percentage of your sales are to the governmental sector in the past three years	Since 1969 our primary customer base has been the government, education, and non-profit agencies. Today 95% of our sales and services support government agencies at the federal, state, city, county, township and provincial levels.
20	What percentage of your sales are to the education sector in the past three years	We do not breakout education or non-profits in our government sales reporting and contract tracking. Many of our dealers have great relationships and sell our products into both market segments. If we are awarded a contract and Sourcewell requests our tracking to be defined by government, education and non-profit we will comply.
21	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?	Contracts being held by Alamo Group (TX) which also includes the Terrain King brand: The first number is 2018 sales, second is 2019 and third is 2020. 1. Sourcewell - \$2,465,488, \$5,420,775, \$2,903,205 2. NY Sourcewell Piggyback - \$681,509, \$180,890, \$663,939 3. BuyBoard - \$3,367,137, \$2,227,483, \$1,075,725 4. DE DOT - \$3,945,831, \$250,332, \$0 5. FL Sheriff - \$393,754, \$1,019,512, \$1,373,010 6. GA State - \$1,618,089, \$1,306,489, \$509,537 7. HGAC - \$63,622, \$515,849, \$0 8. KY State - \$49,431, \$1,009,588, \$714,735 9. LA State - \$923,767, \$167,352, \$102,202 10. MS State - \$516,075, \$61,558, \$102,596 11. NC State - \$51,196, \$6,084, \$0 12. OH DOT - \$0, \$50,467, \$476,424 13. OH STS - \$1,601,532, \$1,419,897, \$1,208,342 14. PA State - \$660,744, \$317,457, \$972,743 15. SC State - \$418,310, \$344,422, \$207,338 16. VA DOT - \$2,481,359, \$1,523,151, \$8,166,804 18. WA State - \$955,429, \$120,602, \$424,277
22	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?	Two of our dealers represent our products on their GSA contract. The first number is 2018 sales, second is 2019 and third is 2020. 1. Federal Contracts Corp (FCC) - \$15,994, \$0, \$116,094 2. Rippeon Equipment - \$119,390, \$161,881, \$194,132

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
County of Yolo, CA	Ofelia Gonzalez	530-666-8843
Lewis County Motor Pool, WA	Tim Mixer	360-740-1191
Monroe County Fleet Management, FL	Daryl Greenlee	305-852-7158

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *
NA	Government	Virginia - VA	Tractors and Mowers	88 transactions in the past 3 years	\$9,466,171
NA	Government	Delaware - DE	Tractors and Mowers	42 transactions in the past 3 years	\$4,058,449
NA	Government	Kentucky - KY	Tractors and Mowers	75 transactions in the past 3 years	\$1,886,341
NA	Government	Florida - FL	Tractors and Mowers	5 transactions in the past 3 years	\$914,019
NA	Government	Texas - TX	Tractors and Mowers	5 transactions in the past 3 years	\$856,169

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 *
25	Sales force.	<p>Our North American sales team consists of employees and independent dealer focused teams. 95% of our products are sold into all levels of governments, the Department of Defense, education, non-profit and contractors working with these entities. We require our dealer channel to have a focused team to support the government market. Our FTE includes our President, a Director of North American Sales, 1 Regional Manager 6 Territory Sales Managers, our Marketing Manager and over 20 other factory employees who support our sales and marketing efforts, see attached Territory Sales Manager map and listing. Our dealer channel sales teams consist of at least one focused on government sales with their teams supporting them. Many of our multi-location dealers will have at least one salesperson focused on this market at each location. Presently we have over 700 dealer locations serving North America. Most customers will work directly with our dealer channel and as a result we value their local presence and support them with 1) a direct line into our factory teams, 2) product and contract training, 3) marketing materials, 4) presence at events and shows and 5) all remaining support throughout their selling process. Our President has developed great relationships with not only our dealers but with the decision makers at the various levels of government. It is not uncommon for him to be onsite with customers during demos, product selections and specification meetings and at shows and events. Our Territory Sales Managers are involved in all sales from specification, product selection, quoting and delivery with our dealer. Our Territory Sales Managers and inside sales teams work daily with our dealers in support of increasing revenue and exposure of our products and services. We have an annual marketing plan review with our dealers which sets our expectations and goals for them to achieve. We will continue to have one of their goals focused on utilizing the Sourcewell contract if we are awarded. We create continuity for the customer as our factory and dealer sales teams are often involved and are always kept in the loop when a customer requires additional services, training, and technical support once they have made a purchase. Our sales and service teams work together to make sure the customer is talking to the right team to quickly get to a solution of their need.</p>
26	Dealer network or other distribution methods.	<p>We distribute our products and OEM parts primarily through our dealer channel, however when required customers may go directly with us. We include our dealer channel in all direct sales, so the after-sale support is readily available to the customer. In most cases, we require our dealer to carry standard turnkey inventory of our equipment, this would be a tractor or prime mover with the mower attachment already installed. In many cases the customers order is built around a tractor or prime mover they may already have, therefore it is difficult to carry attachment inventory as there are hundreds of possible configurations. Our distribution system allows us to set up key dealers around North America who hold larger inventory levels which can be utilized by other areas of the country for a quick delivery. We are also able to move inventory that has not been retailed from any dealer location when an urgent requirement is requested. All our dealers are required to participate in our annual OEM parts stocking program to insure they have the items needed to keep our customers running with little downtime. We offer customers requesting spare parts inventory management at their location our expertise with the setup and managing of a program, many of our dealers manage customer onsite inventory programs to ensure the customer has the right parts on the shelf. We have over 700 dealer locations positioned throughout North America to provide excellent coverage to our customers, see attached dealer listing and map. The majority of our dealers have been with us for more than 15 years, they know our product and how to service it, they know our service expectations and keep to our requirements. It is our intent with this award that we would allow our authorized dealers to utilize our contract. This will allow our customers to issue their purchase order to their local dealer, which often is the preferred method by the customer.</p>
27	Service force.	<p>One of our mantras is "service is what sells the next mower". Both the sales and service teams work together to create a smooth transition while always keeping the other in the loop. Our service team consists of factory employees and independent dealers, many who are also involved in the selling of the equipment. Each of our 3 technical support representatives, see attached coverage map, are highly trained and handle our inside technical support, general customer service inquiries as well as OEM parts selections and orders. Our dealers are assigned a representative to streamline and keep communications swift while getting to solutions on service issues as well as in identifying the right parts needed to complete a parts order for the customer. We provide online support for our dealers and customer technicians and are ready to answer a call when they need to talk through an issue. Our FTE includes our Customer Service/Product Manager, who is an engineer and manages this team of 4 representatives who are fully supported by a Technical Service Manager, 2 technicians, 8 design and maintenance engineers and over 25 production department employees. It is not uncommon for anyone of these to travel to our dealer or customer site to help troubleshoot and assist in finding a solution to an issue which may be beyond the expertise or experience of our dealer channel. Our customers typically work with our local dealer when they need service but if a customer foregoes the dealer route, they are welcome to come directly to us and we will provide them with all the support and services they need to get them back up and running. Our dealers are required to meet certain standards and capabilities to work on our equipment, one of which is to manage a service truck to go into the field. They are also selected on the size of their service area and the equipment they have available to work on our products. There are generally at least 3 service technicians at each dealer service site who are trained to troubleshoot and work on our equipment. We support our dealers with our complete factory team and by providing ongoing extensive hands-on training and troubleshooting as well as with manuals, videos, technical bulletins, and other online tools to help get to the root of the issue quickly.</p>

28	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.	We know our customer service is what gets us the next order and repeat business and we put a tremendous amount of focus on making sure the customer has alternatives when they need support. Our local dealers are typically the first line of support for the customer, and we have expected response times noted in their sales, marketing, and service plan. Our customers know they may also contact the factory direct. When a request goes beyond our dealers' expertise, they have a hotline into their assigned Alamo Group (TX) customer service representative, who also handles technical solution requests, see coverage map. Having a dedicated representative provides quicker solutions as they know the customer, the customers equipment and it eliminates someone having to restate the story as each issue is recorded, tracked, reviewed, and closed. Our customer service/technical support representative has an open door and is given the highest priority to all our engineers, product managers and production floor team. These resources are vital to getting to a quick solution. Our expectation to a customer is that we respond to a request within 30 minutes and make communication daily until we have provided a solution. Our customer service goes beyond phone work as we provide training to our dealer parts and service teams as well as visit dealers and customers often to further enhance relationships. Our representatives can identify trends because of their account assignments which allows our team to get ahead of future issues. This dealer/representative relationship is what makes our service levels exceptional as it streamlines communications, keeps a person focused on the task at hand and provides quick solutions. We extend our customer service into our parts distribution as our daily target is any order placed through our online shopping cart by 2pm CST is shipped the same day. Confirmations go to the buyer on when they can expect their order if it does not go out the same day. Our on-time delivery has been averaging 92%. At the end of the day our direction is we have 120+ employees dedicated to servicing all needs of our dealers and customers and at any given time we know we may be called upon to switch priorities and assist or drive to a solution.
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have a well-established dealer channel and highly knowledgeable factory support that has been covering the US since 1969. We have developed the key aspects of support for the government market. We know how to work with dealers, operators, buyers, fleet managers, purchasing directors, and all other government positions to identify, select, train, educate, operate, and service our equipment and utilize our Sourcewell award. Our network allows us to provide the sales, service, and customer support throughout the entire US.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have one of the largest equipment dealers in Canada covering many of the provinces along with a great presence of other best in class dealers throughout Canada. All our factory support is available and extended into Canada in support of our dealers and customers. There are areas in Canada that do not have a requirement for our equipment but those who have the need can be fully serviced by our network of dealers and our factory.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We can fully serve all geographical areas of the US and Canada having a need for our equipment.
32	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 can fully serve all government, education, and non-profit agencies if we are awarded a Sourcewell contract, we have no limitations.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We can fully serve all entities in Hawaii, Alaska and in US territories, we have no restrictions.

Table 7: Marketing Plan

Line Item	Question	Response *
34	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.	Our ultimate goal is to have every sale go through our Sourcewell contract. Staying ahead of the sale and keeping the sale from being selected by a 3-bid process is what we emphasize daily to our sales team both internally and within our dealer channel. Our marketing strategy for today and in the future starts with our continuous training. We will continue to work with our factory and dealer teams to train them on how to approach a member and discuss the use of the contract, how we can educate the member on how the contract can save them time and money because of the RFP process already being conducted by another government agency, how to get to the decision maker to make sure we end up educating the right person, and how to leverage off other Sourcewell awarded vendors. Once trained, we will supply the attendees with 1) an inventory of the Sourcewell Cooperative Purchasing Reference Guide, 2) Sourcewell desktop flags as we require their use anytime our product is being represented at an event or show, 3) a Sourcewell Customizable Dealer Flyer for each attendee, see attached, 4) a current member list, 5) a 2 page reflection of the Sourcewell awarded vendor logos, see attached, and 6) links to the Sourcewell website for contract documents, marketing materials, the member list and setting up a new member. Our marketing of the contract then focuses on the use of our websites, www.alamo-industrial.com and www.terraining.com where we have pages dedicated to our Sourcewell award, see attachments. We will continue to take opportunities to provide information and exposure of our Sourcewell contract on our public webpages which often starts the conversation, see attachment. We will continue to provide our dealers with greater details in our Dealer Portal to make it easy for them to discuss and use the contract. We will display the Sourcewell Awarded Contract logo on our brochures, literature pieces, show marketing banners and handouts, and in our social media posts, see attachment. We will keep the contract in front of our sales teams and customers by periodically publishing notices, sharing news from Sourcewell and encouraging the attendance at the GTKU Forums. A big piece of our strategy will be to remain in good communications with our Sourcewell contract manager so that we have the most relevant information to pass along to our teams and customers. We will also bring in the various teams from Sourcewell when we are trying to gain contract acceptance and our expertise is not doing the job. We will have an added focus and market our award to those agencies who may be interested in approving a Piggyback contract award. If awarded, we will implement the contract with notification of the specifics of the contract to all our dealers, internal teams and our customer database.

35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In our marketing plan we emphasize customer service. Our internal team taps into third-party technology companies to assist in expanding our communication avenues to current and potential customers. We ask ourselves "How can we be the easiest supplier to award your business to and how can we make finding information about our products easy to the customer and public?" We have recently adjusted and updated our website to improve its organic placement in search results. Search Engine Optimization (SEO) consists of on-page factors such as content, structure, and user-friendliness and off-page factors such as links from other sites, social shares, and authority. We have taken a more sustainable and digital approach to content marketing by supplying all customers access through our website to PDF product leaflets and company informational brochures, and third-party links. These adjustments were needed for the adoption of an in-house CRM, and sales data dashboard allowing us to better understand our end-users needs and purchasing patterns. The CRM output directs us as we use cross-channel marketing and user-generated content to increase engagement, build links and bring content to the attention of customers, and create a distinctive "brand" on our Facebook, https://www.facebook.com/AlamoGroupTx/, LinkedIn, https://www.linkedin.com/company/alamogrouptx/, and Instagram, https://www.instagram.com/alamogrouptx/ platforms. We create and distribute relevant, valuable content to communicate with customers providing content that educates and provides value to customers on a consistent basis through Mail Chimp and website newsletter sign ups. We use the Microsoft Teams platform to communicate during the selling, customer service and equipment troubleshooting processes allowing both the customer and support teams to see what is taking place when visiting the equipment is not an option. Having photos, videos, drawings, bulletins, FAQs and all our product operator and service manuals available online gives the customer information on a real time basis and many times helps them achieve the solution. Included in our plan, if we are awarded, is sharing postings from Sourcewell and engaging more in bringing content to Sourcewell to support our overall contract acceptance and utilization.</p>
36	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>We would expect Sourcewell to keep us informed on any new or changes to contract acceptance from the eligible members and provide leads and assistance on gaining Piggyback awards. We would like Sourcewell to continue to produce marketing pieces we can blend in with ours to create a solid marketing strategy. We would expect Sourcewell to have available at all events and shows a marketing piece reflecting everyone who holds a contract. We would like our Contract Manager to include us on any inquiries received so that we can approach the customer as a team of support. We would like training assistance and a general sounding board we can contact when struggling with a topic or issue. We would like to hear about lessons learned from other suppliers and how we can better leverage off each other. We would like our attendance in the H2O forums to continue. We would like to see a diagram developed of how to better go to market in Canada, who/what organization is leading the strategy, who are the associations working with the lead agency and specifically what is the relationship and process between the two and the end customer in gaining contract acceptance.</p>
37	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>Alamo Group, our parent company, provides us with a highly experienced and motivated IT team as they know making it easy to do business with us involves doing what each individual customer needs to support their e-Procurement and e-Marketplace systems. We have the flexibility and creativity which is required to meet all the different requirements presented to us by each customer. Most customers request the starting point of a transaction of heavy equipment to come from their e-procurement process and feed into the suppliers, therefore we have various tie-ins with many customers. We have produced electronic product catalogs, price books, specifications, and manuals in multiple formats which are loaded into customer systems. Customers may issue purchase orders, receive invoices, and pay invoices through our joint e-procurement systems. They can complete the full cycle of a sale by feeding into our warranty registration system and updating their fleet management system. Typically, when customers need spare parts, they will start at the supplier site. We offer an online parts selection and purchasing shopping cart system which can tie directly into the customers tracking, receiving, inventory, and invoice systems. Our system gives them access to all operator and service product manuals as well as ease in identifying what part they need to order. We accept payments electronically via credit cards, various cash transfer methods, and the fading away paper check! Here is a list of some of the customers we engage with to make e-procurement successful in their definition:</p> <ul style="list-style-type: none"> • The States of Arizona, Florida, Georgia, Illinois, Kentucky, Louisiana, Michigan, Minnesota, Missouri, Mississippi, Montana, Ohio, Pennsylvania, South Carolina, Virginia, Washington • Department of Defense • Department of Energy • Federal Contracts Corp • Florida Sheriff Association • General Services Administration

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	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.	Our customer training often begins during a demonstration we jointly conduct with our local dealer. As the decision maker, operator and/or maintenance technicians are normally in attendance we provide them with extensive training, at no charge, on product selection, and how to safely operate and maintain the equipment. Once a purchase has been made, at the time of delivery with our local dealer we will provide this no charge required training again to everyone who will be operating and working on or near the equipment. We will continue to provide this no charge training during the life of the equipment when the customer requests. Some customers are staffed to conduct their own work on the equipment especially once the warranty period has expired. We offer no charge service training to these customers as well as full factory support on troubleshooting and reaching solutions. Through our parent company, Alamo Group, we offer our Tractor Mower Operator Safety Training (T.M.O.S.T.), see attached, which encompasses how to operate heavy equipment safely and the general maintenance work required to keep equipment working properly. We have trained over 25,000 students, many repeating each year as it is normally a requirement for continuing education with operators. These trainings are held at the local dealership or at the agency sites. Recently we moved portions of the training online due to social distancing requirements. There are various factors involved in pricing the training. We take into consideration the location, if it will involve online modules, how many students and the level of training requested as we have several to choose from, therefore we are not able to provide pricing until we have specified what is being requested.
39	Describe any technological advances that your proposed products or services offer.	We offer the latest in CANbus controlled hydraulic valves and joysticks that control and power our machinery. We offer the best vegetation cutting devices on our mowers by integrating the latest high pressure hydraulic components on the market. Our mowers take advantage of the most advanced, best in class variable piston pumps in the industry to conserve fuel during operation and provide more horsepower than any other mowers manufactured in the market. Product developments shared across the member companies of Alamo Group in the US and Europe have created the basis for our advanced cutting technology. Partnering with our member companies has allowed us to harvest the best and most advanced safety protocol machine language and controls in the market, which makes us the leader in industrial mowing equipment safety. We use complex software routines to prevent operators from getting hurt while operating equipment and help reduce operator fatigue during the workday. For example, seat presence sensors combined with complete machine monitoring will alert the operator if the machine is not in a safe condition to exit.
40	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.	Since 2012 we have had an active sustainability program for recycling cardboard, paper, and plastics. We average 51,000 lbs being recycled annually. Our steel skeletons and fall off pieces being sent for recycling averages 769,000 lbs annually and our residual paint materials average 3,300 lbs annually. This all equates to 87% of our outbound material waste is being recycled with only 13% going into the landfill. We regularly audit our electric and water consumption to identify opportunities to conserve electricity and water usage. One of our larger projects was completed on the installation of LED lights throughout the plant. This year we have a summer internship program that is concentrating on packaging and recycling opportunities for all inbound materials. This program will look for ways to reduce wood, cardboard, and plastic packaging and seek opportunities for returnable vendor containers.
41	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.	The Mantis 2 which will be launched in 2022 utilizes a Deutz engine capable of meeting the European based "Stage 5" emission regulations. US emission standards are currently set in place with "Tier 4 Final" regulations. "Stage 5" specifications encompass those of "Tier 4 Final" and are expected to meet projected "Tier 5" regulations, which historically match the corresponding European Stage emission requirements. This enables sales of Mantis 2 in Europe. The Stage 5 diesel engine regulations tighten emissions limits for particulate matter (PM) and nitrogen oxides (NOx) for mobile equipment such as farm, construction, and material handling machinery as well as equipment used for municipal and road operation services. AGTX compliance with stage 5 puts the company on the leading edge of approaching environmental standards. The algae and plant growth, which is removed by our aquatic weed harvesters, is most often turned into biofuel by our customers who also see this green initiative as an additional revenue stream. Our aquatic mowing bucket was developed to prevent fish mortality by mowing the waterways. During mowing operations, the survival of our flora and fauna is taken into account as much as possible. The Fish Protector MK-01 consists of four strobe lamps that provide flashlights. These lamps are directly mounted on the mowing buckets. The flashes of light will alert fish and cause fish to flee due to the shock reaction to the light, preventing fish from ending up in the mowing bucket.
42	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.	Several of our dealers hold certificates as an SBE, HubZone, SDVOSB, Small Business Set Aside, and WMBE. As a result of us allowing our dealers to utilize our contract, customers who need to purchase from one of these categories is also able to utilize our Sourcewell contract and we will continue to recommend this direction if we are awarded. We consider our suppliers as hub partners and many of our suppliers providing materials and services to build our equipment hold these designations.
43	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?	Our four most unique attributes to Sourcewell members are 1) we have all the capabilities to deliver exactly what the customer states they need. Many of our "firsts" noted in Table 2, line 9 came at the request of our customers. We give the customer what they say they need and not what we think they need. We know not every customer can use the exact same configured product. We pride ourselves in being able to modify our equipment per the customers need and sometimes it is after the customer uses the equipment and decides they may have not fully understood what they really needed to achieve their goal. This takes us into our number 2 attribute "doing the right thing." 2) All our employees are encouraged to listen to the customer and work with them to find solutions, there is no one way street and rarely is the solution black or white. We are empowered to stand behind our product but at the same time be sensitive to what the customer is undertaking. We are charged to be fair and equitable and as a tie breaker is needed lean more towards the customer versus the factory. 3) Our number 3 attribute is we support our products well past the standard industry seven years. We have tooling and fixtures that go back to the 70's and 80's that we bring out on occasion as a customer has gone well past the life expectancy of the product! 4) And our 4th attribute is well over 90% of the products we are offering are made in the USA. Our demonstrated desires of giving the customer what they need by doing the right thing and supporting it for years to come puts us in a class by ourselves. We have heard this statement from our customers for many years and we do not plan to make any adjustments.

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 *
44	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor according to our Limited Warranty statements. The labor is typically conducted at our local dealer. We publish to our dealers a flat rate guide on how much time each repair should take. We will not reimburse them if their repair time is above our published time, and they cannot provide justification of the higher amount. Our dealers provide us with their shop labor rate annually. We will question the rate if we see it is not in line with other dealers as we want to make sure the customers are being treated fairly. If the customer is performing the work under warranty versus the dealer, we will negotiate how labor will be paid. Our standard product warranty for a government agency is one year, our parts is 90 days. The customer can purchase additional warranty periods at the time of the sale. We have attached our Limited Warranty Statement, Flat Rate Guide, and Warranty Guide for Alamo Group (TX) and Terrain King.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our limited warranty does not apply to any part of the goods which have been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. We understand the rugged environment our products are used in and we build to these rugged expectations, however operators can tend to overextend the equipment and use it improperly which can create a non-covered warranty claim. To keep this to a minimum, we make sure upfront the right product is being selected, we conduct required training of the operators and technicians, we provide operator manuals and tear sheets, free of charge, and go over specifically what the products cannot do or how they cannot perform. We make sure they understand all limitations or restrictions prior to purchasing and operating the products. If we see warranty claims coming in which reflect improper usage, we will offer to provide additional training at no charge.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not cover technician travel time and mileage under a standard warranty claim. There are times we cannot fully identify the cause of a claim and we will negotiate with the dealer and customer to get to a fair settlement which may include coverage of travel time and mileage.
47	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?	We can provide full warranty service where our products are sold in North America.
48	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?	We will cover items made by other manufacturers with the exception our limited warranty does not apply to any part of any internal combustion engine, or expendable items such as blades, shields, guards, or pneumatic tires except as specifically found in the operator's manual of the specific product. Operator manuals are delivered and discussed with the customer at the time of delivery and is included in the training provided at the time of delivery.
49	What are your proposed exchange and return programs and policies?	The majority of our product sales are conducted between our dealer channel and the customer. It is left up to our dealers if they choose to offer a trade-in program. We do not offer trade-ins on factory direct purchases. If a customer wants to trade because they are not satisfied with the product, we will work to make adjustments that satisfies the customers requirement, which could also include providing additional or extended warranty coverage. If they want to trade up or to a different type of mower, we will refer them to their local dealer. Our parts are typically sold through the local dealer and their parts return policy would govern. If the customer buys directly from us they will need to submit a Return Materials Request within 60 days of receipt of the part. The factory will review the request and issue a Return Materials Authorization if the return is accepted. The part would be picked up and returned to the factory, inspected and a credit would be issued to the customer's account.
50	Describe any service contract options for the items included in your proposal.	We do not offer service contracts from the factory; however, many of our dealers have service contracts available which are subject to their terms, conditions, and pricing.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods?	If the customer makes a purchase directly with our factory our payment terms are Net 30 and we accept wires, ACH, checks and a P-card. If the customer makes the purchase from one of our dealers the terms and acceptable payment methods would be agreed upon between the dealer and customer. We encourage our dealers to provide at least Net 30. Many of our dealers offer the same acceptable payment methods as we offer.
52	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer leasing programs at the factory; our dealer channel often has multiple options for leasing and financing covering our equipment. There are occasions on a factory direct sale that we will offer extended terms, this would be determined on a case-by-case basis.
53	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.	Our goal is to make a purchase through the Sourcewell contract as easy as possible for the customer. We will give them the option to work directly with their local dealer or directly with us at the factory. The customer chooses if they want to make the purchase order out to their local dealer or with us, the pricing is the same either way, unless the dealer chooses to provide a lower price, our dealers are trained that the Sourcewell contract is a ceiling-based contract. If they choose to go directly to the factory, we keep the dealer involved as they will be expected to provide full service and warranty coverage after the sale. The order process starts with our teams making sure the customer is selecting the right product, we then move to how they want to purchase the equipment. Our first recommendation will be to use our Sourcewell contract, which may involve educating the customer on the acceptance and showing them the online contract documents. Currently, we determine their Sourcewell membership status and discuss the ease of becoming a member if they are not a member. We will then provide a quote with our awarded contract number listed along with their member number if it exists, we will include price pages from our Sourcewell submission. Our territory manager is fully engaged with the dealer during the quote process. This ensures we are reporting each sale going through our contract. Once they have accepted the quote, they will issue the purchase order to their choice of the local dealer or our factory. The order is placed at the factory with a copy of the customers purchase order no matter who it is made out to, the dealer and customer receive confirmation along with the expected ship date. Most of the orders are delivered to our dealer for a pre-delivery inspection. The dealer and our territory sales manager will deliver the order to the customer and conduct a full training on the operation and maintenance of the equipment, how to get it registered, and a complete review of all manuals. The invoice process comes from either the dealer or the factory and will go through the e-procurement system process the customer prefers. Either way, our Sourcewell awarded contract number will be on the invoice along with the customers Sourcewell member number, as this will complete the audit process for the customer, which we recognize is important. Our territory managers are involved in every equipment sale and know which contract the customer is using. An order cannot be placed at the factory unless we input the contract, which is being used, this feeds into our reporting of the various contracts we are awarded. We will continue to use the accepted format we currently submit for our fee payment if we are awarded this contract.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Many of our dealers choose to use our sales order and quote form that we use when there is a factory direct sale, see attached.
55	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?	We accept P-cards on factory direct orders with no additional fees. It varies with our dealer channel, some accept P-cards, others do not and some charge an extra fee while others do not.

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 *
56	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.	Our pricing model for equipment will be a percentage off our standard published list price by product category. Our parts will be a percentage off our current standard published list price. Our Tractor Mower Operator Safety Training (T.M.O.S.T) pricing is determined once the type of training, location and number of students has been identified. (see attached price books)
57	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.	Our discount will be 15% off our standard published list price for each product category and 2% off our current standard published list price for parts. (see attached discount schedule)
58	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are determined on a case-by-case basis from our dealer channel and at the factory.
59	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.	Each request for a sourced, open market or nonstandard product will be quoted at the time of the request. The member will be provided with our method of calculating their price.
60	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.	Our dealer channel may add to a Sourcewell quote local delivery charges, set-up, installation or mounting charges, and pre-delivery inspection charges. There will be no additional charges added by the factory.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping is an additional cost. We work with North America's leading real-time visibility provider of carrier and API (Application Programming Interface) connectivity for our transportation management. The platform provides us with instant freight shipping information between us and the preferred carriers. We have immediate access to rating, tendering, tracking and document retrieval which gives us the opportunity to provide our customers with the best rates. We are including our freight rates in this response. (see attached freight rates) Alamo Group has leveraged all the Alamo member companies into contracts with package delivery companies which means the rates we charge are well under what our customers qualify for due to our substantial, large volumes across North America. Many of our dealers provide local equipment and parts deliveries using their own trucks and trailers.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada, or offshore deliveries are handled in the same manner described above, we do not have any unique challenges, terms, or conditions in these areas. We may need to choose different modes of transportation, i.e., an ocean vessel, container shipping, or helicopter sling or involve a freight forwarder but we have the experience of shipping throughout the world, so it becomes just another delivery for us.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Many of our dealers offer inventory managed parts programs which often takes the administrative functions of making sure you have the right part on the shelf at the right time away from the customer, which allows that FTE to conduct a higher level of work instead of conducting clerical inventory functions. We have also recognized customers have contracted for third party inventory management services to handle their stores. These companies purchase on behalf of the customer with the typical cost model being cost plus an agreed upon management fee. To keep the customer with the best pricing we sell direct to these companies versus our dealers selling to them.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	d. other than what the Proposer typically offers (please describe).	We are offering a fair and equitable discount off list price which in most cases is below our typical pricing. Some of our government purchases are large volume orders which may allow us to offer a larger discount. We will consider offering a larger discount to Sourcewell members on larger orders.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	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 will continue to use our well-established process taught to our dealer channel and internal teams for the tracking of our Sourcewell orders. We emphasize the member number and contract number must be included on all documents during the quoting, selling, and invoice processes. Our internal audit is fail-proof as every order requires a contract type to be entered before it can be confirmed in our processing system. Our internal order entry team enters all orders to the factory. Our territory sales managers are involved in every order and know what contract is being used. They provide the contract details to our order entry team who compares it to the order received by our dealer. Our order entry process uses a contract code set up for a Sourcewell award and includes the fee amount. On demand, we can run a report with all the information Sourcewell requires on each order to see where we are for the quarter. Our accounting team has a quarterly process established of reporting and paying our various contract fees. Alamo Group uses a third-party accounting firm to conduct various audits with all the Alamo member companies. These audits have included samplings of the tracking and fee payment of our contract orders which to date we have scored 100% accuracy and correctness.
66	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.	Our most important metrics will be in training and re-training our dealer channel and internal teams. Our goal is to provide our Sourcewell training to our new dealers within the first 60 days from signing with us. As dealer sales teams change our goal is to train the new salesmen within 60 days of the change. We will also be tracking how many Sourcewell quotes do not turn into orders as we need to understand why we did not win to better position ourselves at the next opportunity. We will have a goal to increase the revenue and utilization of the contract. We have baseline measurements and percentages of utilization which will factor into the goals we set; this will include gaining additional piggyback agreements with members.
67	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.)	If awarded a contract, we will pay Sourcewell 1% of the customers invoiced amount for any equipment or parts included in our proposal. Factory freight charges or any dealer freight, set-up, or pre-delivery inspection charges will not be included in the calculation of the fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We our offering our full range of specialized equipment including flail, rotary, boom, wing, sickle, and slope mowers, remote control units, various cutting head attachments to include but not limited to rotary, flail, saw, stump cutter, buckets, and ditcher heads, specialty mounts, aquatic and amphibious erosion control, weed harvesting and mowing boats. Our turnkey offerings are 1) Tractor/Mower, Prime Mover/Mower, and Boat/Trailer turnkeys. We do not sell loose tractors, prime movers, or trailers. Many customers want to purchase turnkeys and work with one dealer and issue one purchase order for their equipment purchase. 2) Aquatic and Amphibious weed harvesters and mowing boats which remove plant growth from embankments and the flow profiles of waterways as well as can be a source for erosion control management. Our brands are Alamo Industrial, Terrain King, and we private label Bomford Turner, McConnel, Votex, Conver, and Herder products as Alamo Industrial. Our complete listing of OEM parts, our inventory management programs, and our specialized training courses are all included in our proposal. (see attachments of the Alamo Group (TX) and Terrain King full product brochures and our turnkeys)
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of our products we are proposing fall within the scope of this RFP. We do not have any subcategories at this time.

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
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	no comment
71	Seeders, tillers, mulchers, and sprayers	<input type="radio"/> Yes <input checked="" type="radio"/> No	no comment
72	Erosion control equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our line of aquatic and amphibious products will be a solution to many customer needs in the area of erosion control near bodies of water.
73	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	no comment
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	no comment
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	no comment
76	Other road right-of-way maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our turnkey solutions of a tractor/mower, prime mover/mower, and boat/trailer are often requested in the right-of-way clearing industry.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		Alamo Group (TX) does not have any exceptions to Terms, Conditions, or Specification Forms.

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."

- [Pricing](#) - Pricing and Delivery-Price Book, Discount Schedule, Freight Rates.zip - Friday July 02, 2021 10:00:12
- [Financial Strength and Stability](#) - Financial Strength-Income Statements, 10K.zip - Friday July 02, 2021 10:02:27
- [Marketing Plan/Samples](#) - Marketing Plan-Dealer Flyer, Awarded Vendors, SWLogo on Literature, Website Pages.zip - Friday July 02, 2021 10:09:46
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty, Line 44 Attachments.zip - Thursday June 24, 2021 17:53:44
- [Standard Transaction Document Samples](#) - Standard Transactions-Sourcewell Quote and Sales Form.pdf - Friday July 02, 2021 10:18:10
- [Upload Additional Document](#) - Additional Documents.zip - Tuesday July 06, 2021 15:56:00

Addenda, Terms and Conditions

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. - Keith Forcinito, President, Alamo Group (TX) Inc.

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_Road_ROW_Maintenance_Eqpt_RFP_070821 Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821 Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1

LEE COUNTY PORT AUTHORITY

UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

Date: <u>12/22/2021</u>	Board Approval Req: <input checked="" type="checkbox"/> Yes / No <input type="checkbox"/>
Vendor: <u>Alamo Group (TX), Inc.</u> <u>One(1), 611 OM C4 John Deere tractor with side and rear</u>	Lead Agency: <u>Sourcewell</u>
Description: <u>Alamo flail mower</u>	Posting Req'd: <input type="checkbox"/> Yes / No <input checked="" type="checkbox"/>
Term: <u>Effective date – 10/30/2023</u>	<input checked="" type="checkbox"/> Single Purchase – Total Cost : <u>\$158,279.00</u>
Renewal Term: <u>One (1), one-year (1) renewal</u>	<input type="checkbox"/> Estimated Purchase -Est'd Annual cost: <u>N/A</u>
Procurement Agent: <u>Larene Brubaker</u>	Cost (this purchase): <u>N/A</u>
Contract #: <u>070821-AGI</u>	Balance: <u>N/A</u>

NOTICE OF WRITTEN DETERMINATION OF A COOPERATIVE CONTRACT OR PIGGYBACK

A contract may be awarded for a commodity or service when the head of procurement determines that utilizing the contract is in the Authority's best interest based on the following findings:

Product/Service being requested (if a recurring purchase, describe the scope of work/services): <u>611 OM C4 John Deere tractor with side and rear Alamo flail mower</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>08/06/2021 – 08/09/2025</u> Renewal Terms: <u>One (1), one-year (1) renewal option</u> <input checked="" type="checkbox"/> Other. <u>LCPA Purchasing Manual Section 5.3 (B)</u>
This procurement method is in the best interest of LCPA because of the following advantages of utilizing this method of procurement: <ul style="list-style-type: none"><input checked="" type="checkbox"/> Cost Savings. <u>The Authority will be able to enjoy competitive pricing solicited by Sourcewell, a governmental agency organized for the purpose of assisting public agencies in meeting needs more efficiently. Utilization of this agreement allows the Authority to leverage the benefits of obtaining excellent pricing. Additionally, the Authority saves administrative costs from not having to conduct its own solicitation.</u><input type="checkbox"/> Improved terms. Explain: _____<input type="checkbox"/> Other. Explain: _____

LEE COUNTY PORT AUTHORITY
UTILIZATION OF OTHER COMPETITIVELY PROCURED CONTRACTS

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

Approved by:  Date: 1/12/2022
DocuSigned by: FA068A66127C4A5...
 Melissa M. Wendel, Senior 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>

Make PO out to:
**Everglades Equipment
 Group**



Quote expires 4-1-22

Alamo Industrial Quote Form

Contract	XAB (AI) - Sourcewell Contract # 070821-AGI - Net 30 Days		TSM	270
Quoted	12/8	Tractor Delivery	End User PO #	
Default Discount	0.15		Additional Discount	

Bill To: E

Name: Lee County Port Authority

Address: 11000 Terminal Access Rd Ste 8671

Address: Fort Myers, FL 33913-8213

Address: ,

Contact: [Redacted]

Phone: [Redacted]

Email: [Redacted]

FC2 Delayed Invoice

Ship To: 663208

Name: EFE, INC. (FMLY EVERGLADES FARM) (S)

Address: 9501 ST RD 85

Address:

Address: FORT MYERS, FL 33905

Contact: Patrick Crews

Phone: 239-588-0311

Email: pcrews@evergladesfarmequipment.com

State: FL Dock: Yes

Servicing Dealer/End User:

Name: [Redacted]

Address: [Redacted]

Address: [Redacted]

Contact: [Redacted]

Email: [Redacted]

Dealer Emails:

Confirm: pcrews@evergladesfarmequipment.com

Shipment: [Redacted]

Invoices: [Redacted]

Invoices: [Redacted]

Warranty: [Redacted]

Part	Description	List	Sourcewell
02997498	88" Right Hand Interstater®, 4 oz Knives	\$40,245	\$34,208.25
SHD96245ES	96" SHD Rear Flail, 4 oz Knives, 24.5" offset	\$11,289	\$9,595.65
801022	Factory Mounting	\$6,160	\$5,236.00
3.2E+07	Mainframe, C4 6110M/6120M, Tier 4B, MY2020-	\$0	\$0.00
32121455	Component Crate, C4 6110M/6120M, Tier 4B, MY2020-	\$0	\$0.00
02988177	Mounted Pulley Kit	\$0	\$0.00
3.2E+07	6110M C4, 440/80R24 and 480/80R38 Nokian tires	\$123,746	\$105,184.10
00888190	Freight Add to Invoice	\$4,055	\$4,055.00

88" Right Hand Interstate
 96" SHD Rear Flail, 4 oz Knives, 24.5" offset

Note Commission Total \$158,279.00

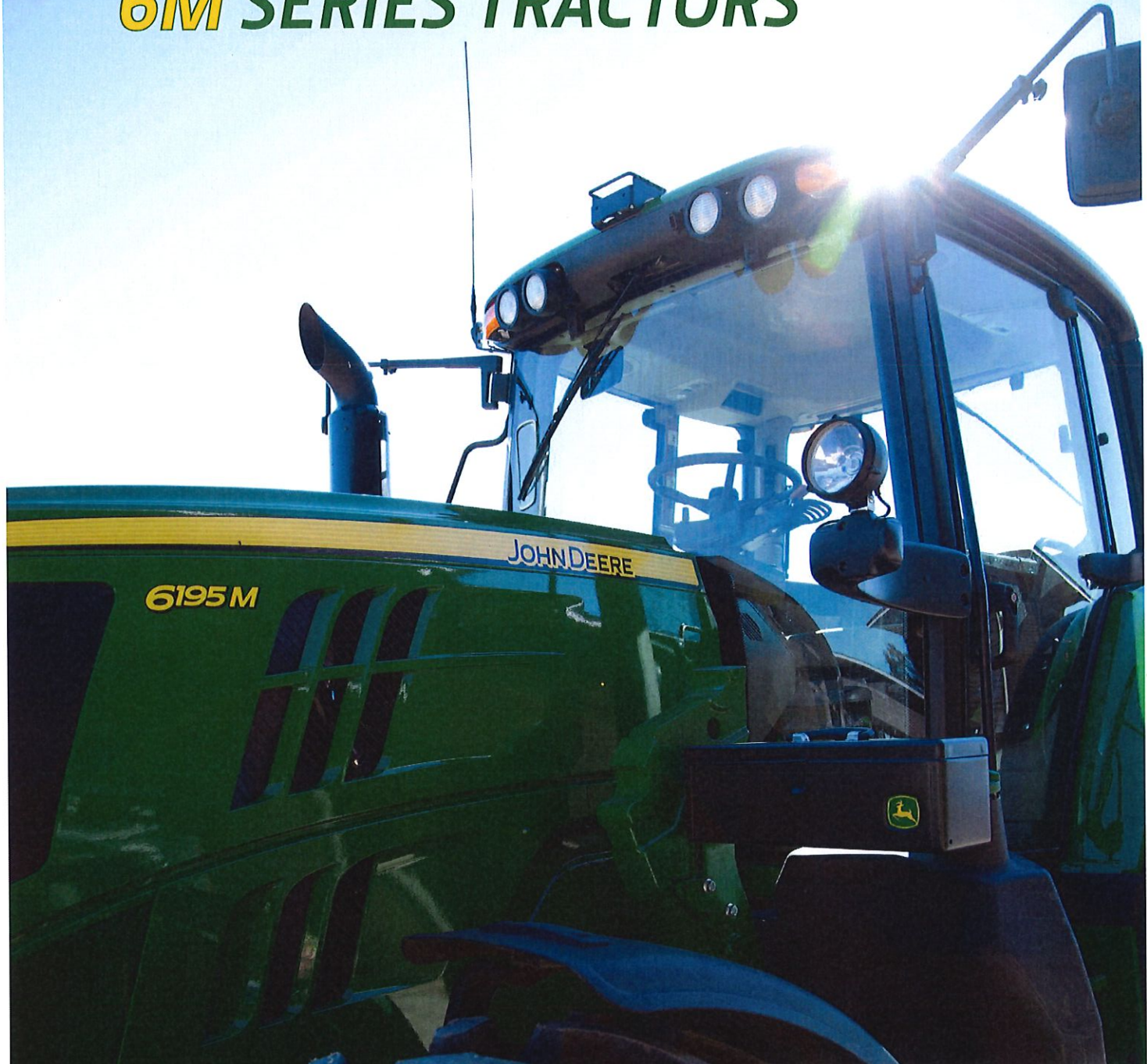
Dealer Signature _____ Date _____

- 1) The acceptance of this form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX
- 2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
- 3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin Texas and delivery is sometimes subject to change due to conditions beyond the control of Alamo Industrial
- 4) This sales order and quote form is subject to the Terms and Condition contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 5) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this sales order & quote form by the buyer, including the buyers purchase order.

Customer Signature _____

Date: _____



6M SERIES TRACTORS



JOHN DEERE

NOTHING RUNS LIKE A DEERE

www.deere.com/sub-saharan/en | africa@johndeere.com | Customer Care: 080 098 3821

Follow us on  Facebook,  Twitter and  YouTube

6M SERIES

Capability without complexity

The established strengths and capabilities of the 6M Series have written their own success story. The next chapter starts here, with increased power density and more comfort and convenience. Our new "top of the line" model is the 6195M with rated power of 195 hp (143 kW) (97/68 EC).

This new 6M is, of course, built upon John Deere's renowned full frame design, providing the highest structural integrity and lower vibration levels. The hydraulic system has been upgraded to provide the highest lift capacity required for bigger and heavier implements. Good news for your productivity.



- **Superb hydraulics**
Pressure and flow-compensated hydraulic system
Up to 4 rear SCVs
Integrated economy front hitch

- **6195M**
New 6M flagship
- **Integrated solutions**
AutoTrac and ISOBUS for all models
- **Comfort**
TLS front axle suspension
Mechanical cab suspension

SIX MODELS, THREE WHEELBASES



← 2,580 →

Compact, light and agile

6110M, 6125M



← 2,765 →

Versatile, efficient and powerful

6140M, 6155M



← 2,800 →

Heavy-duty workhorse

6175M, 6195M

■ **Durability**
PermaClutch 2

■ **Loader ready**
Front loader ready package ex-factory
New R Series front loaders
New electronic joystick

■ **Strong backbone**
Unique full steel frame chassis

■ **Widest transmission portfolio**
PowrQuad Plus
Semi-automatic AutoQuad Plus
Semi-automatic AutoQuad Plus EcoShift
New CommandQuad Plus
New CommandQuad Plus EcoShift



R-SERIES LOADERS	623R	643R	663R
6110M, 6125M	•	•	
6140M, 6155M		•	•
6175M, 6195M			•

PERFORMANCE	UPTIME	COST OF OPERATION
<ul style="list-style-type: none"> • Light but powerful with excellent power density • More power and torque to the ground • Easy to use tractor with simple controls • Comfortable workstation design with simple easy reach controls • Great stability for loader applications • GreenStar™ ready for top quality guidance 	<ul style="list-style-type: none"> • Easy serviceability with easy reach access points save time with daily maintenance and periodic service • High quality components ensure less breakdowns in hard weather conditions • Smooth clutch modulation for long life expectancy • Full frame design for higher payload capacity and less component damages while working in field 	<ul style="list-style-type: none"> • Efficient transmissions ensure optimum power delivery at reduced fuel consumption • ECO Transmissions reduce engine speed by 300 rpm in transport applications for better economy • Lower service cost with stretched service intervals* <p><small>* Only when serviced with John Deere Plus-50 II engine oil and low sulphur content fuels</small></p>

SPECIFICATIONS 6M SERIES TRACTORS

MODEL	6110M Cab	6125M Cab	6140M Cab	6155M Cab	6175M Cab	6195M Cab
ENGINE PERFORMANCE						
Rated power (97/68EC), hp (kW)	110 (81)	125 (92)	140 (103)	155 (114)	175 (129)	195 (143)
Max. power (97/68EC) hp (kW)	116 (86)	132 (97)	148 (109)	164 (121)	185 (136)	206 (152)
Constant power range, rpm	2 100 - 1 600					
Torque reserve, %	35					
Maximum torque, Nm (at 1 500 engine rpm)	497	522	632	700	790	880
Rated speed, rpm	2 100					
Manufacturer	John Deere Power Systems					
Type	PowerTech E					
Engine air filter	PowerCore® G2 air filter with pre-cleaning					
Aspiration	Fixed geometry turbocharger					
Cylinders/Displacement	4-cylinder – 4.5 L			6-cylinder – 6.8 L		
Cooling system	Distributed cooling system with temperature controlled viscous fan drive					
Fuel injection system and control	High pressure common rail system with up to 1 500 bar injection pressure, electronically controlled					
TRANSMISSIONS						
PowrReverser						
16/16 2.4 – 30 km/h	•	•				
PowrQuad Plus						
16/16 2.4 – 30 km/h	•	•	•			
16/16 3.2 – 38 km/h	•	•				
20/20 2.5 – 40 km/h				•	•	•
24/24 1.4 – 40 km/h	•	•	•			
AutoQuad Plus						
20/20 2.5 – 40 km/h				•	•	•
24/24 1.4 – 40 km/h	•	•	•			
AutoQuad Plus EcoShift						
20/20 2.5 – 40 km/h				•	•	•
24/24 1.4 – 40 km/h	•	•	•			
CommandQuad Plus						
24/24 1.4 – 40 km/h	•	•	•			
CommandQuad Plus EcoShift						
20/20 2.5 – 40 km/h				•	•	•
24/24 1.4 – 40 km/h	•	•	•			
Creeper (PowrReverser, PowrQuad Plus, AutoQuad Plus and AutoQuad Plus EcoShift)	•	•	•	•		
AXLES						
Suspended front axle (option)	Triple Link Suspension (TLS) MFWD axle, hydro-pneumatic, permanently active, triple link, self-levelling, load-adjusting suspension					
Suspension range with TLS Plus	100 mm suspension range					
Engagement front differential lock	Self-locking differential					
Engagement rear differential lock	Electro-hydraulic with oil-cooled clutch					
Rear axle	Flange axle					
STEERING						
Type	Dynamic load sensing, hydrostatic, flow metering					
HYDRAULIC SYSTEM						
Type	Pressure Compensated (PC)/Pressure and Flow Compensated (PFC) system with load sensing function			Pressure and Flow Compensated (PFC) system with load sensing function		
Flow at rated engine speed base/option, L/min	80/114			114		
Selective control valves, SCVs (rear/mid)				Up to 4+3		
Power beyond				Optional		
Oil take out capacity with overflow, L	25			35		
Oil take out capacity with additional oil reservoir, L	37			47		
3-POINT HITCH – Rear						
Type	Electronic lower link sensing; load and depth control, infinite mix, float					
Category	II/IIIN		IIIN/III		III	
Maximum lift capacity at hooks, kg (base/option)	3 950/5 300		6 000/6 800		7 200/8 100	
Lift capacity through full lift range (OECD 610 mm), kg (base/option)	2 500/3 400		3 800/4 300		4 850	
Lift capacity through full lift range (OECD 1 800 mm), kg (base/option)	1 550/2 100		2 350/2 650		3 400	
3-POINT HITCH – Front, optional						
Type	Front hitch controlled by rear SCV					
Category	IIIN					
Maximum lift capacity at hooks, kg	4 000					
Lift capacity through full lift range (OECD at the hooks), kg	3 300					
REAR PTO						
	Electro-hydraulically engaged, oil-cooled, multi-disc design					
Engine rpm at rated PTO speeds with 540/1000 option	1 967/1 962			1 987/2 000		
Engine rpm at rated PTO speeds with 540/540E/1000 option	1 967/1 496/1 962			1 987/1 753/2 000		
FRONT PTO, optional						
Type	Electro-hydraulically engaged, oil-cooled					
Engine speed at rated PTO speed (1 000), rpm	1 969					
CAB						
Specifications	310° all-round vision, telescoping and tiltable steering column/wheel					
Suspension (option)	Mechanical cab suspension (MCS)					
Noise level at operator's ear, dB (A)	71					
Cab glass area, m²	4.79					
Instrument panel	Integrated into dashboard					
MISCELLANEOUS						
AutoTrac Ready	Optional					
ISOBUS implement connection	Optional					
CAPACITIES						
Fuel tank, L	260	260	345	345	390	390
DIMENSIONS AND WEIGHTS						
Wheelbase, mm	2 580		2 765		2 800	
Width x Height x Length, mm	2 490 x 2 880 x 4 485		2 490 x 2 930 x 4 730		2 490 x 2 970 x 4 730	
Measured with flanged axle, up to cab roof, from front weight support to horizontal draft link hooks and with max. front tyres/max. rear tyre sizes						
Ground clearance, mm	490		530		545	
Measured at centre of front axle, using max. front and max. rear tyre sizes						
Shipping weight, kg	5 800		6 200		7 500	
Measured with average specifications						
Maximum permissible gross weight, kg	8 650	9 150	10 000	11 000	12 300	12 300
TYRE SIZES						
Front tyre sizes, max. available (diameter in cm)	540/65R24 (134)		540/65R28 (144)		600/65 R28 (152)	
Rear tyre sizes, max. available (diameter in cm)	600/65R38 (178)		650/65R38 (185)		710/70 R38 (200)	

This literature has been compiled for broad circulation in Sub-Saharan Africa. While general information, pictures and descriptions are provided, some illustrations and text may include finance, product options and accessories not available in all regions. Please contact your local dealer for details. John Deere reserves the right to change specification and design of products described in this literature without notice. The green and yellow colour scheme, the leaping deer logo and the JOHN DEERE word mark are trademarks of Deere & Company.



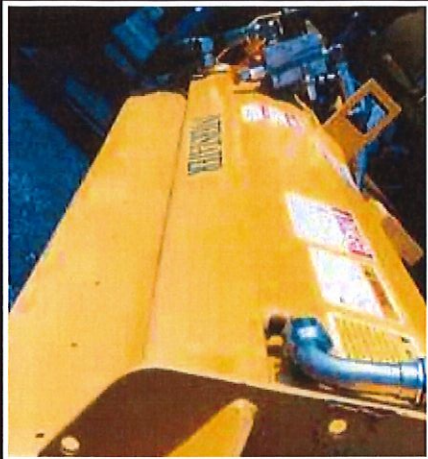
/// ALAMO[®]
INDUSTRIAL

Interstater[®]

BUILT SHARPER[™]

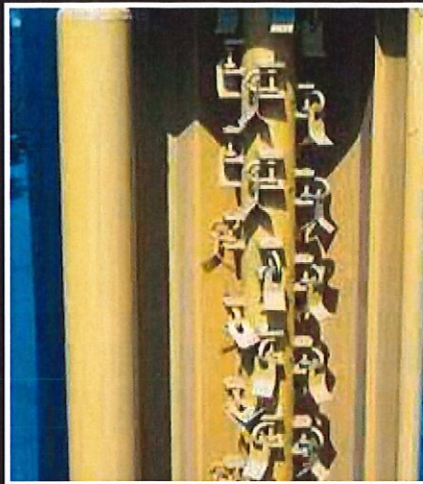
Unique In-Frame Cooling

A unique feature of the Interstater® mowing wing is the in-frame cooling system which is used to maintain the proper oil temperature while providing a constant power flow. Heated hydraulic oil is passed through tubes on top of the wing units. Forced air, from the spinning knives, flows over these tubes to cool the oil inside. A 25-gallon hydraulic reserve oil tank is front-mounted for improved operator vision.



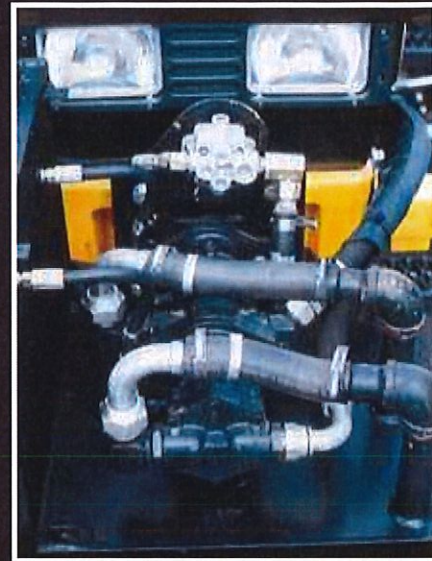
Mowing Units

Top decks are made of strong 10-gauge steel while the end plates are 1/2" thick steel for the inboard and 5/16" thick steel for the outboard. The units have a 6" full-length rear roller that is adjustable from 1/2" to 6". This roller is adjustable in 1/2" increments. The full-length skid shoes are replaceable. The units are standard equipped with 3-ounce coarse-cut knives.



Hydraulic Pump

The front-mounted hydraulic pump is driven from the crankshaft of the tractor. Twin piston pumps provide the power for the wing mowing units. Each hydraulic circuit has its own pressure relief and the oil is fully filtered by a return line filter.



Specifications

Frame:

The Interstater's full-length frame is mounted to the front of the tractor's bolster housing and pads at the rear of the tractor and includes a positive transport lockup position. The frame is not mounted to the bell-housing. Some frames may require offset mounting.

Hydraulics:

The hydraulics are driven by the tractor's crankshaft. Twin piston pumps, operated at 24 GPM at 4000 PSI and 53 HP, power the cutter heads. The 25-gallon hydraulic reservoir tank is front-mounted. The hydraulic oil is fully filtered by a return line filter, rated at 12 microns and an ISO cleanliness rating of 18/13. A pressure relief is used on every hydraulic circuit. The unit features an in-frame cooling system to maintain proper oil temperature.

Wings:

The mowing wings are hydraulically-driven. (See separate section for cutting widths for various mowing wing sizes). The top deck is made of sturdy 10-gauge steel and the end-plates are 1/2" thick for the inboard and 5/16" thick for the outboard, and have bearing guards. The unit has full-length replaceable skid shoes and a 6" full-length rear roller that is adjustable in 1/2" increments from 1/2" to 6" high. The rear roller bearings are hex shaped, 1-5/32" across the corners, self-aligning with steel cap outboard and a neoprene seal inboard.

Cutter Shaft:

The unit uses a balanced 4-1/2" diameter, 3/8" thick cutter shaft with four rows of knives. The knife tip speed is 8900 FPM. Anti-wrap guarding is provided to reduce material getting into the bearing. The cutter shaft bearings are greaseable, sealed, self-aligning, 1-15/16", and rated at 3300 lbs. The cutter shaft is attached to the housing with 6, grade 5, 3/8" bolts.

Optional Equipment

Cutting knives:

Coarse cut - Standard mounted on heat-treated clevis rings
Extreme Service
Heavy Duty - 1/4" thick
Fine Cut
Fine Cut, Rock & Trash

Rubber covered rollers

Special paint
Reverse rotation cutter shaft
Remote control wing for raising and lowering on cab tractors

Control Valve:

Precision control of this mowing unit is gained by using a 4-spool valve, open-center system, with a main pressure relief and detent position on all four sections.

Cylinders:

Lift: 3" bore, 8" stroke, capable of 14" horizontal lift. Tilt: 3-1/2" bore, 9" stroke, capable of cutting 40" downward and 57" upward without leaving a strip of grass between the side and rear mowers.

Rear Mower:

The rear unit is mechanically-driven. The mower deck is constructed using the same material as the wings. All rear Interstater units have a cutting width of 88", replaceable skid shoes and 6" full-length rear roller and bearings (same as wing).

Knives:

All units come standard equipped with coarse-cut knives each weighing 3-ounces. The knives are mounted to the cutter shaft by heat-treated clevis rings. These rings are held in place by a 3/8" diameter pins with a cotter pin keeper.

Safety Equipment:

Front metal foot-guard will deflect trash and serve as an anti-foot probe. Rubber/fabric trash deflectors are attached to the rear of all mower decks. Automatic cutoff switches that disengage the wing mowers when raised above a preset vertical angle are included. Also included is a starter switch safety lockout when the wing mowers are engaged.

Wing Mower Cutting Widths:

20' 9" Interstater, 88" Rear Flail, 88" Left & Right Wings
18' 5" Interstater, 88" Rear Flail, 74" Left & Right Wings
16' 5" Interstater, 88" Rear Flail, 60" Left & Right Wings
13' 2" Single-Side Interstater, 88" Rear Flail & 88" Right Wing
12' 2" Single-Side Interstater, 88" Rear Flail & 74" Right Wing

ALAMO
INDUSTRIAL

BUILT SHARPER™

1502 East Walnut St. • Seguin, Texas 78155

1-800-882-5762

www.alamo-industrial.com

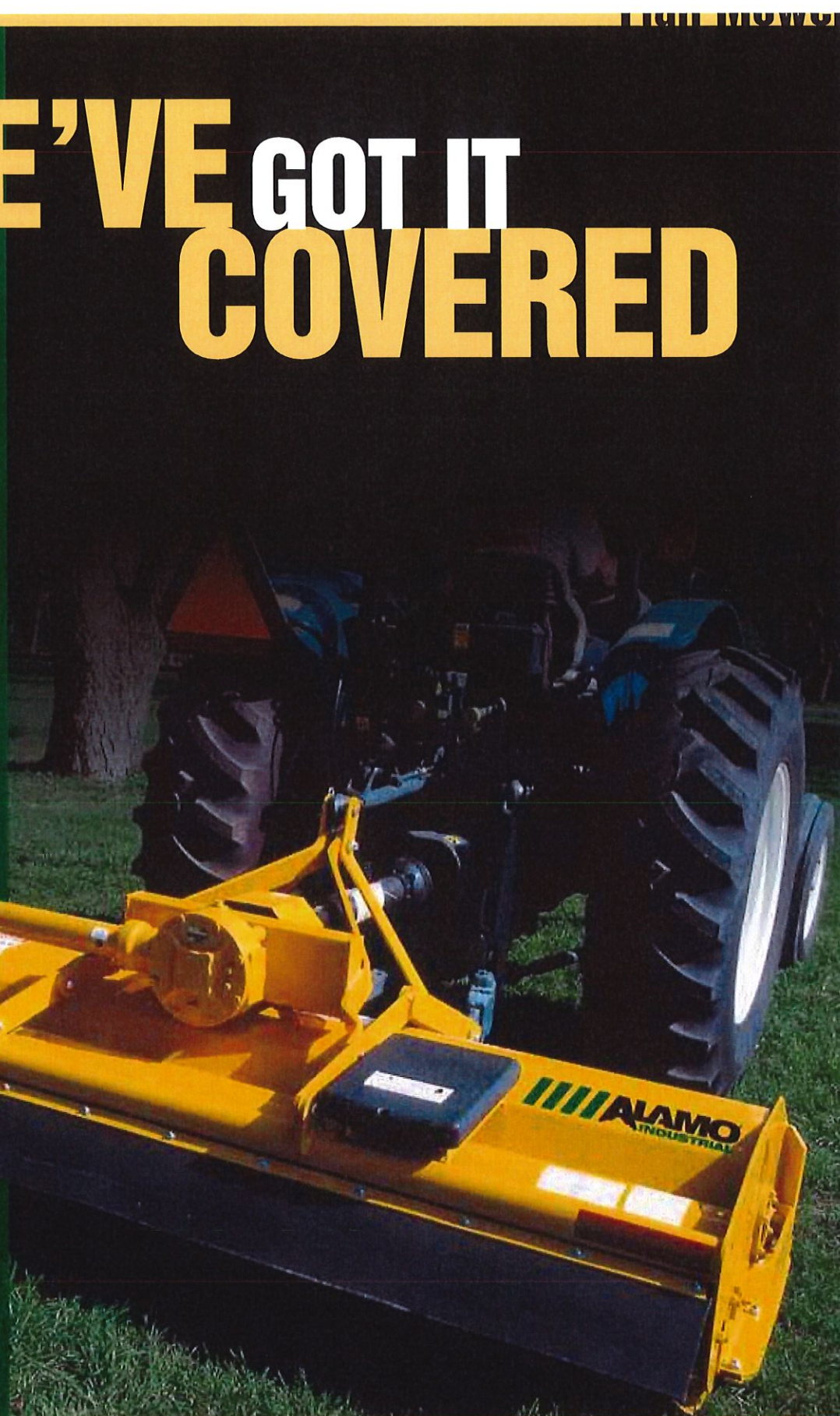
This information is intended to be of a general nature only; specifications are subject to change without notice as we continue to improve our products.

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WE'VE GOT IT COVERED

Put concerns to rest and tractors in gear. The Super Heavy Duty Flail is made from the proven, time-tested design of the Mott® Flail, offering you a manicured look and substantial safety. It's the ideal machine not only for roadside use, but for parks, playgrounds, school grounds, and even golf courses! If you're looking for Heavy Duty results, look for the Super Heavy Duty Flail!



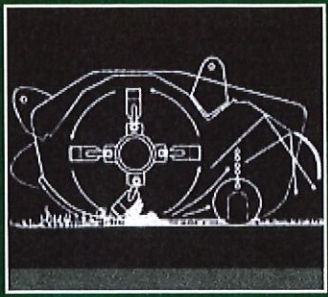
ALAMO
INDUSTRIAL

Super Heavy Duty Flail

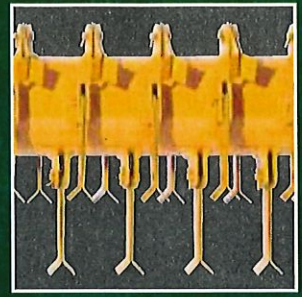
BUILT SHARPER™

Super Heavy Duty Flail

These heavy-duty flail mowers have gear boxes that are equipped with hardened, forged steel, cut gears and shafts. The gear boxes are mounted on tapered roller bearings promoting a long, trouble-free life. The extension shaft housing is solidly fixed to the gear box and fully enclosed and safely transmits power to the drive pulley. Kevlar® reinforced V-belt with special lower cord is used for maximum life. An automatic idler pulley eliminates belt tension concerns. The belts and pulley assemblies are fully enclosed. Fender bars, mounted at each end of the mower, protect the mower structure and drive system components. Heavy-duty tubular torque sections are located on the front and rear of the mowers. Rigid three-point hitch frame and gearbox mounting pads are attached to the torque sections, front and rear, isolating the deck from stress during mowing and while transporting the unit.



Forward Rotation Mowing
 Shaft rotation is forward. The knives cut down and back, picking up bent over grass, pulling in tall grass and weeds, cutting and shredding the material and discharging it to the rear in an evenly distributed curtain of mulched clippings.



Cutting Knives
 An array of cutting knives is offered enabling you to virtually choose the finished appearance of cut and tailor the mower to your specific cutting needs. Free-swinging, self-cleaning, reversible. Choose from:

- Coarse Cut – Standard, mounted on heat-treated clevis rings
- Extreme Service – Optional
- Fine Cut (shown in photo) – Optional

Cutter Housing
 10-Gauge Top and 5/16" end-plates with bearing guards

Cutter Shaft
 Dynamically balanced promoting longer life span of the mower. (See photo of cutting knives for better view.)

Mounting
 Convenient 3-pt. hitch mounting allows for easy connection to the tractor. The 62" is offered in center mount only while the 74", 88", & 96" is offered in both center and offset mounts.

Cutter Shaft Bearings
 1-15/16" Bore greasable, sealed, self-aligning

Options

- Special Mower Paint
- Lift Chains

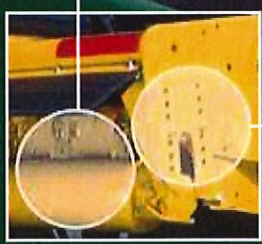
Rear Roller
 6" diameter, 1/4" wall, full-length tube rated at 6,000 lbs.

Cutting Height
 Fully adjustable from 1/2" – 6" in 1/2" increments

Skid Shoes
 Full length, replaceable skid shoes help prevent mower damage from ground contact.

This information is intended to be of a general nature only; specifications are subject to change without notice as we continue to improve our products.

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Additional Specifications

Cutting Widths	62"	74"	88"	96"
Knife Pairs - Coarse Cut	36	36	44	48
Knife Pairs - Fine Cut	76	92	108	118
Approximate Weight	815 lbs.	930 lbs.	1035 lbs.	1170 lbs.
Minimum Tractor HP	20 HP	35 HP	40 HP	50 HP
Recommended HP	36 HP	43 HP	51 HP	56 HP
Cutter Shaft	4-1/2" dia. 5/16" wall	4-1/2" dia. 5/16" wall	4-1/2" dia. 3/8" wall	4-1/2" dia. 3/8" wall

Size of Material Cut: Up to 1" diameter grass and weeds
Warranty: One year limited parts and labor. Non-governmental users are subject to modified policy. Only genuine Alamo Industrial parts should be used for warranty replacement.



BUILT SHARPER™

1502 East Walnut St. • Seguin, Texas 78155

1-800-882-5762

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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a federal grant (Airport Rescue Grant Program, Grant Agreement No. 3-12-0027-024-2022) from the Federal Aviation Administration for American Rescue Plan Act (ARPA) funds in the amount of \$148,000 for Page Field.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides \$148,000 of ARPA funding for economic relief at Page Field.

5. **CATEGORY:** 8.
Consent Agenda

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As announced by the Secretary of Transportation on March 11, 2021, Page Field (FMY) is eligible for funds under the American Rescue Plan Act, 2021 (Public Law 117-2) (ARPA). These ARPA funds are intended to assist airports experiencing a shortfall in revenues and weather the economic crisis resulting from the COVID-19 public health emergency. U.S. airports are a vital component to the national transportation system and key to the country's economic recovery. A condition of accepting ARPA funds is that the Port Authority must have employed through September 30, 2021, at least 90 percent of its workforce (as of March 27, 2020) unless approved by the FAA due to an unusual hardship. Airports have four years to spend allocated funds.

Port Authority staff has been working diligently with the FAA in an effort to secure grants from the ARPA. As a result of continued coordination between the Port Authority and FAA Airports Orlando District (ADO) staff, an Airport Rescue Grant Program, Grant Agreement No. 3-12-0027-024-2022, has been secured in the amount of \$148,000 to be used toward eligible operational costs, such as payroll, cleaning, sanitization and janitorial services, or payment debt service.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later than December 17, 2021. In order to secure the grant agreement, the Executive Director executed it on behalf of the Port Authority. Staff requests the Board ratify this action.

Attachments:

- Resolution
FAA Grant Offer Letter
FAA Grant

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
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

RESOLUTION AUTHORIZING, ADOPTING, APPROVING,
ACCEPTING AND RATIFYING THE EXECUTION OF
AIRPORT RESCUE GRANT PROGAM
GRANT AGREEMENT NUMBER 3-12-0027-024-2022
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 Rescue Grant Program (ARGP), Grant Agreement Number 3-12-0027-024-2022 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.

The execution of ARGP Grant Agreement Number 3-12-0027-024-2022 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 ARGP 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 _____, 2022.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 SouthPark Circle,
Suite 524
Orlando, FL 32819

December 6, 2021

Mr. Benjamin R. Siegel
Executive Director
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213

Dear Mr. Siegel:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-12-0027-024-2022 for Page Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 17, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bart Vernace".

Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 6, 2021

Airport/Planning Area Page Field Airport

Airport Rescue Grant No. 3-12-0027-024-2022

Unique Entity Identifier 781566419

TO: Lee County Port Authority

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated September 22, 2021, for a grant of Federal funds at or associated with the Page Field Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA’s Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Page Field Airport, (herein called the “Grant” or “Airport Rescue Grant”) consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act (“ARP Act”, or “the Act”), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Page Field Airport incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$148,000, allocated as follows:
 - \$148,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 17, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue 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 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. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. 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 Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated December 6, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated December 6, 2021

Lee County Port Authority

(Name of Sponsor)



Benjamin R. Siegel (Dec 6, 2021 14:21 EST)

(Signature of Sponsor's Designative Official/Representative)

By: Benjamin R. Siegel

(Type Name of Sponsor's Designative Official/Representative)

Title: Executive Director

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Mark A Trank, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at December 6, 2021

By: Mark A Trank
Mark A Trank (Dec 6, 2021 14:39 EST)

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.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 Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue 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 September 22, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a Budget Amendment in the FY 2021/2022 Lee County Port Authority Operating Budget to increase the budgeted operating expenses and revenues for Page Field.</p> <p>2. FUNDING SOURCE: Net revenues from the normal operation of Page Field.</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Increases the current year's budgeted expenses and revenues</p> | <p>5. CATEGORY: 9.
Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/15/2022</p> <p>7. BoPC MEETING DATE: 3/3/2022</p> |
|--|--|

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

10. BACKGROUND:

Included in the Fiscal Year 2021/22 Budget were estimates for fuel sales, financial services (credit card fees) and related fuel inventory purchased for Jet A, Av Gas, and Self-Serve fuels. To date Page Field has experienced continued unprecedented record fuel sales. Through February, sales are up over 20% over the same period last year. The Fiscal year 2021/22 Budget projection for total gallons is 1,884,093 gallons. Staff is now forecasting total gallons to be 3,389,234 gallons. In addition to increased fuel sales, pricing volatility is projected in the upcoming spring and summer. As a result staff recommends a budget amendment to increase revenues and expenses.

The following table summarizes the proposed changes in both revenues and expenses:

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
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

Background (continued)

	FY 2021/22	FY 2021/22	
	Adopted Budget	Forecast	Variance
Operating Expenses:			
Fuel Inventory	\$6,043,517	\$12,543,517	\$6,500,000
Financial Services	\$165,589	\$465,589	\$300,000
Total	\$6,209,106	\$13,009,106	\$6,800,000
Operating Revenues:			
Jet A Sales	\$6,456,117	\$13,256,117	\$6,800,000
Total	\$6,456,117	\$13,256,117	\$6,800,000

Attachments

1. Budget Amendment Resolution

RESOLUTION

Amending the Lee County Port Authority Budget for additional revenues and expenditure during Fiscal Year 2021-22.

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 2021-22.

41203 - Page Field Operating Fund

ESTIMATED REVENUES

UH5120041203.344100.9054 Jet A Fuel Sales 6,800,000

Total Estimated Revenues \$6,800,000

APPROPRIATIONS

UH5120041203.505265 Inventory Purchases 6,500,000
 UH5120041203.503130 Financial Services 300,000

Total Estimated Appropriations \$6,800,000

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 _____ 2022

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

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

<p>1. REQUESTED MOTION/PURPOSE: Request Board approve a Fourth Amendment to "Airline-Airport Use and Lease Agreement with JetBlue Airways Corporation."</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 JetBlue Airways Corporation by two years, to September 30, 2023.</p>	<p>5. CATEGORY: 10. Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/15/2022</p> <p>7. BoPC MEETING DATE: 3/3/2022</p>
--	---

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

JetBlue Airways Corporation ("JetBlue") is a "participating" (also referred to as "signatory") airline at Southwest Florida International Airport pursuant to an "Airline-Airport Use and Lease Agreement" with the Authority dated March 16, 2009, 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 JetBlue Airways Corporation 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. Trank</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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Contract Summary

[Including effects of proposed Fourth Amendment in italics]

Type of Agreement: Airline-Airport Use and Lease Agreement

Carrier: JetBlue Airways Corporation

Gate(s) D6 and D8

Exclusive Use Space: First floor
328 s.f. baggage service office
1,196 s.f. operations space
4,095 s.f. baggage make-up space

Second floor
1,290 s.f. ticket counter space
1,020 s.f. ticket office space
94 s.f. curbside check-in 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 October 1, 2008, and expires on September 30, 2021.
[Fourth 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 page and the proposed contract, the contract (being more precise) will prevail.*

FOURTH AMENDMENT
TO
"AIRLINE-AIRPORT USE AND LEASE AGREEMENT"
WITH JETBLUE AIRWAYS CORPORATION

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 **JETBLUE AIRWAYS CORPORATION**, a Delaware 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 March 16, 2009, as amended June 24, 2013, November 8, 2018, and January 21, 2021. (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.

JETBLUE AIRWAYS CORPORATION
(Airline)

By: [Signature]
Print name: LISA REIFER
Title: VP, Infrastructure
Date: 12/7/21

WITNESSED BY:

Witness: [Signature]
Print Name: ERICK CAPPS
Witness: [Signature]
Print Name: Brendan Goodrich

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 First Amendment to "Airline-Airport Use and Lease Agreement" with Sun Country, Inc.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: October 1, 2021 to September 30, 2023</p> <p>4. WHAT ACTION ACCOMPLISHES: Amends the Airline-Airport Use and Lease Agreement with Sun County, Inc. to add operations office space.</p> | <p>5. CATEGORY: 11.
Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/15/2022</p> <p>7. BoPC MEETING DATE: 3/3/2022</p> |
|--|---|

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Brian McGonagle

DIV. Administration

10. BACKGROUND:

Sun Country, Inc. ("Sun Country") is a "participating" (also referred to as "signatory") airline at Southwest Florida International Airport pursuant to an "Airline-Airport Use and Lease Agreement" with the Authority dated November 4, 2021. Sun Country now desires to lease operations office space under Concourse B to further support its operations.

The proposed First Amendment to Airline-Airport Use and Lease Agreement will add 249 square feet of operations office space to Sun Country's leased space, effective January 1, 2022.

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. Trank</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

Contract Summary

[Including effects of proposed First Amendment in italics]

Type of Agreement: Airline-Airport Use and Lease Agreement

Carrier: Sun Country, Inc.
2005 Cargo Road
Minneapolis, MN 55450

Gate(s) B-9

Exclusive Use Space: First floor
4,095 s.f. baggage make-up space

Second floor
437.5 s.f. ticket counter space
108 s.f. ticket office space
249 s.f. operations office space [added effective 1-1-2022]

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

Allowed Use(s): airline passenger and cargo service

Term: commences October 1, 2021, and expires on 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 page and the proposed contract, the contract (being more precise) will prevail.*

FIRST AMENDMENT
TO
"AIRLINE-AIRPORT USE AND LEASE AGREEMENT"
WITH SUN COUNTRY, INC.

This amendment is entered into this _____ day of _____, 20____, 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 **SUN COUNTRY, INC.**, a Minnesota corporation ("Airline").

Background

Port Authority manages and operates 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 November 4, 2021 (the "Agreement"). Airline now desires to lease operations office space on the ramp level of the Airport's Terminal Building.

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

1. Effective January 1, 2022, the Agreement shall be amended such that:
 - (a) Operations Office #1B412H, comprised of approximately 249 square feet, as shown on the attached "Revised Exhibit B Part II (Page 3 of 6)" shall be added to Airline's Leased Space; and

- (b) EXHIBIT B PART I shall be deleted from the Agreement and replaced with the attached "REVISED EXHIBIT B PART I"; and
- (c) Exhibit B Part II containing five pages shall be deleted from the agreement and replaced with the attached "Revised Exhibit B Part II" which contains six pages; 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.

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.

SUN COUNTRY, INC.

(Airline)

By: R. Brian Davis
 R. Brian Davis
 Vice President,
 Ground Operations

Date: 12/28/2021

LEE COUNTY PORT AUTHORITY

ATTEST:

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

_____, CLERK

Date: _____

By: _____
 Deputy Clerk

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

SUN COUNTRY, INC.

FOR

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

PART 1

Airline shall have in the Terminal:

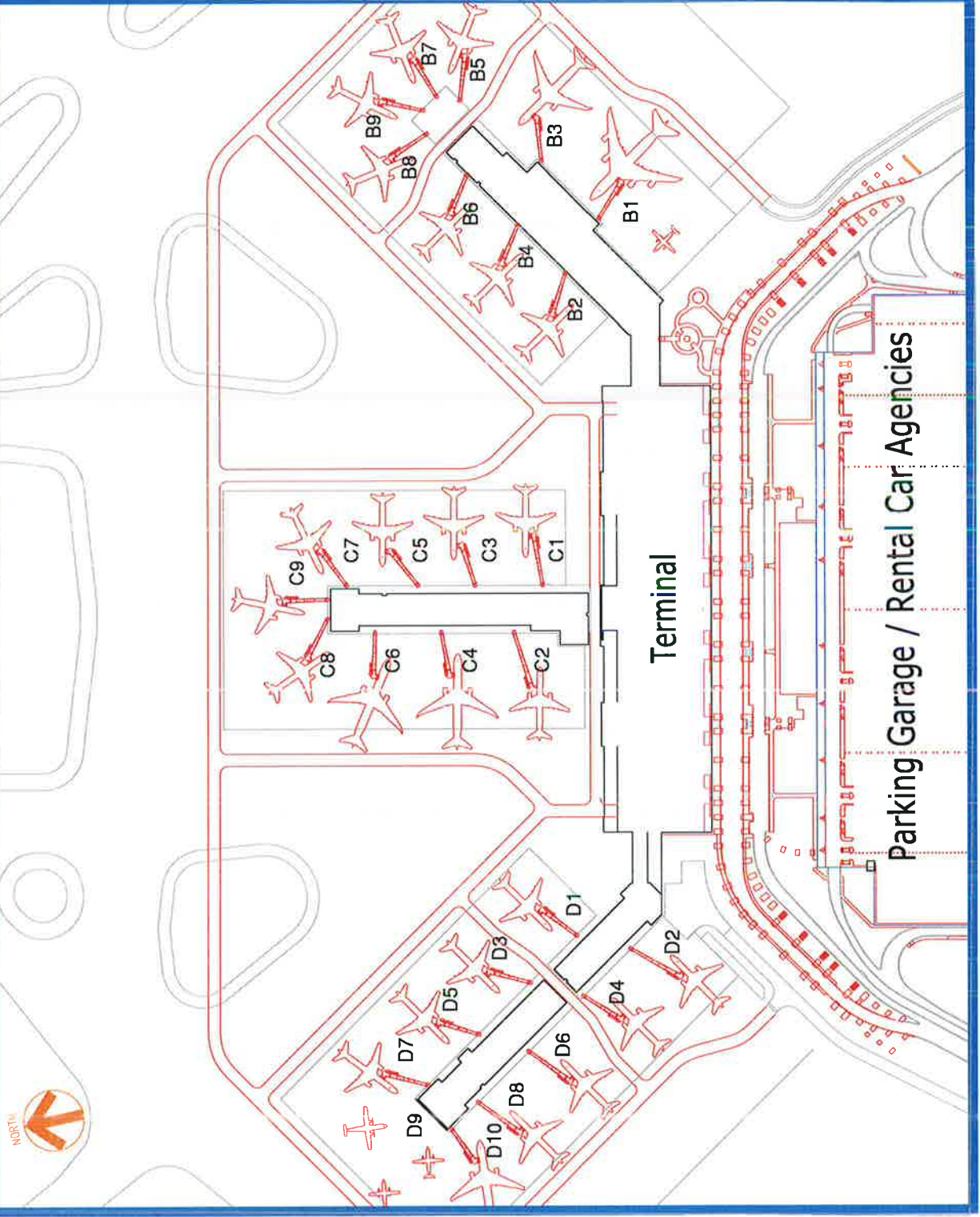
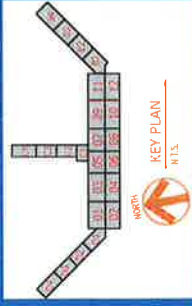
1. the preferential, but not exclusive, right to use the following gate position(s) and, associated loading bridge(s) and equipment assigned for its use as shown on Page 1 of Part II of this Exhibit B: **B9**; the number of Airline's preferentially assigned gate positions shall be used to determine Airline's Apron Fee rent and Gate Area rent.
2. the exclusive use of the following spaces assigned for its use as shown on page 2 of Part II of this Exhibit B:
 - (a) **437.5** square feet of ticket counter space;
 - (b) **108** square feet of ticket office space;
 - (c) **249** square feet of operations office 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; and
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.

Midfield Terminal

Revised
Exhibit B
Part II
(Page 1 of 6)

Sun Country
Airlines
Gate
Designation

Date: 21 - December - 2021



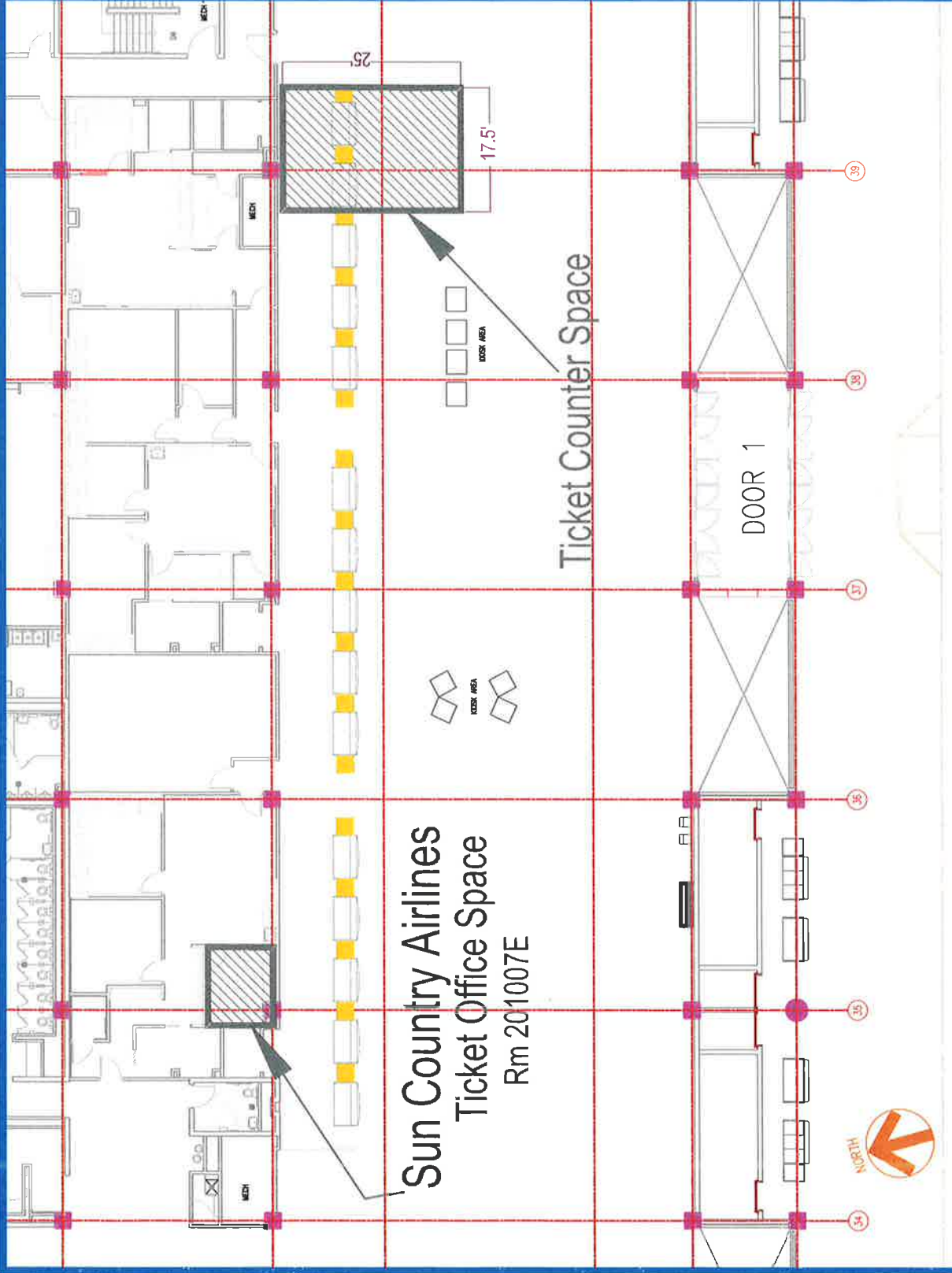
Midfield Terminal

Revised
Exhibit B
Part II
(Page 2 of 6)

Second Floor
(Departures
Level)

Sun Country Airlines
Ticket Office
& Ticket Counter
Space

Date: 21 - December - 2021





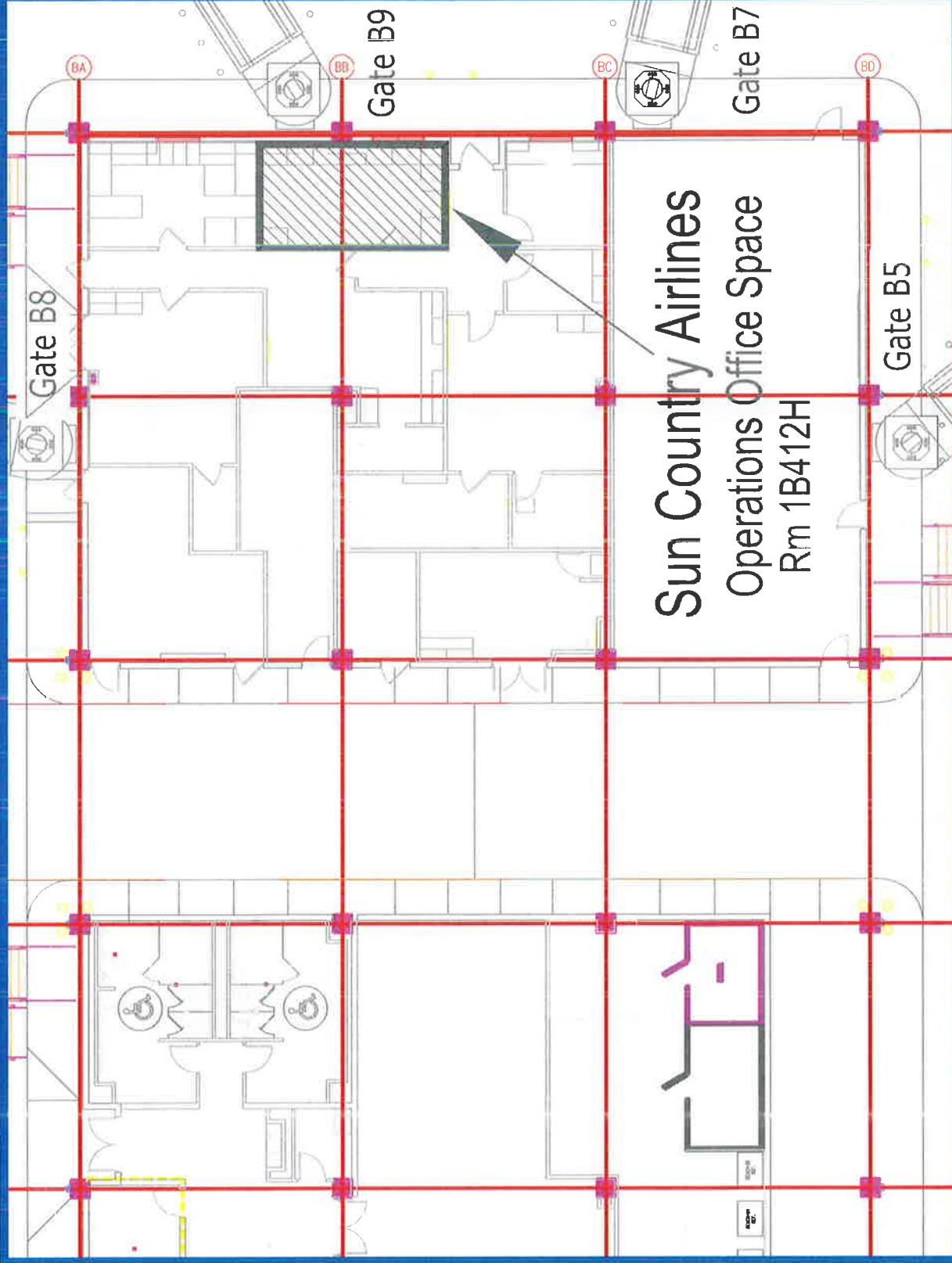
Midfield Terminal

Revised
Exhibit B
Part II
(Page 3 of 6)

First Floor
(Arrivals Level)

Sun Country Airlines
Operations Office
Space

Date: 21 - December - 2021





Terminal Building

Revised
Exhibit B
Part II

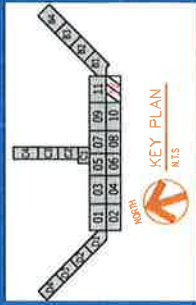
(Page 4 of 6)

First Floor
(Arrivals Level)

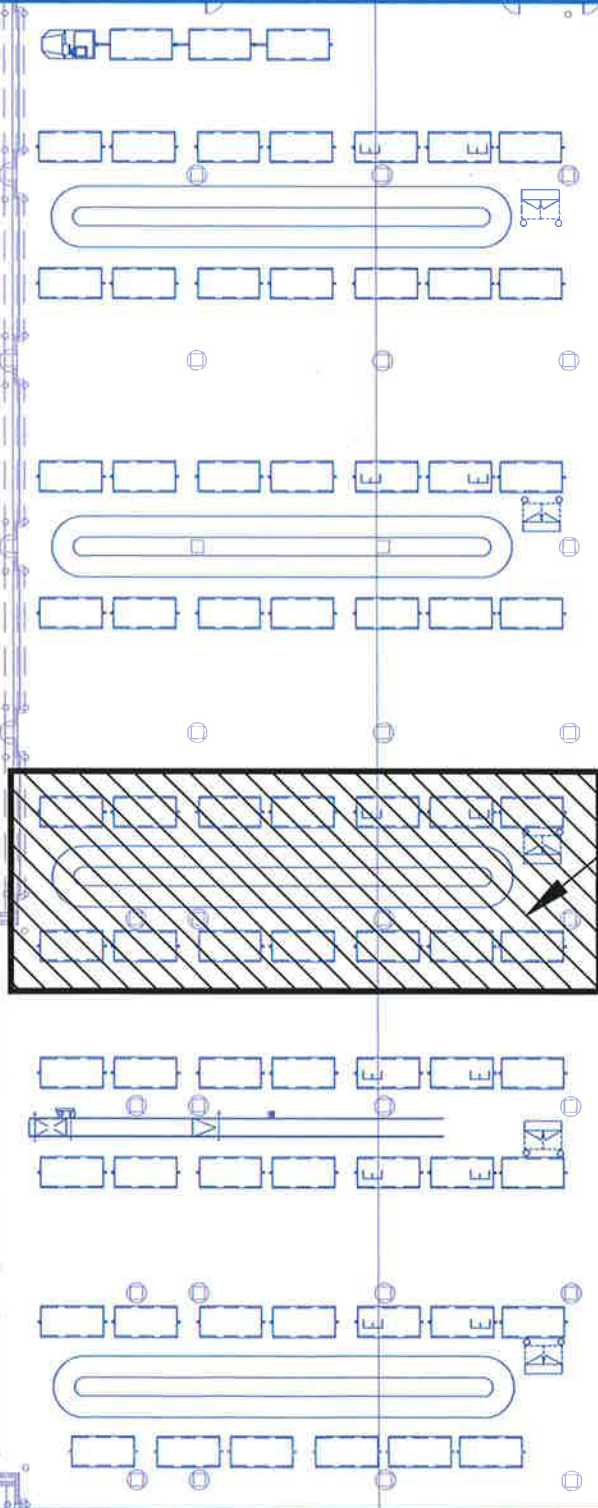
Sun Country
Airlines

Baggage Make-up
Area

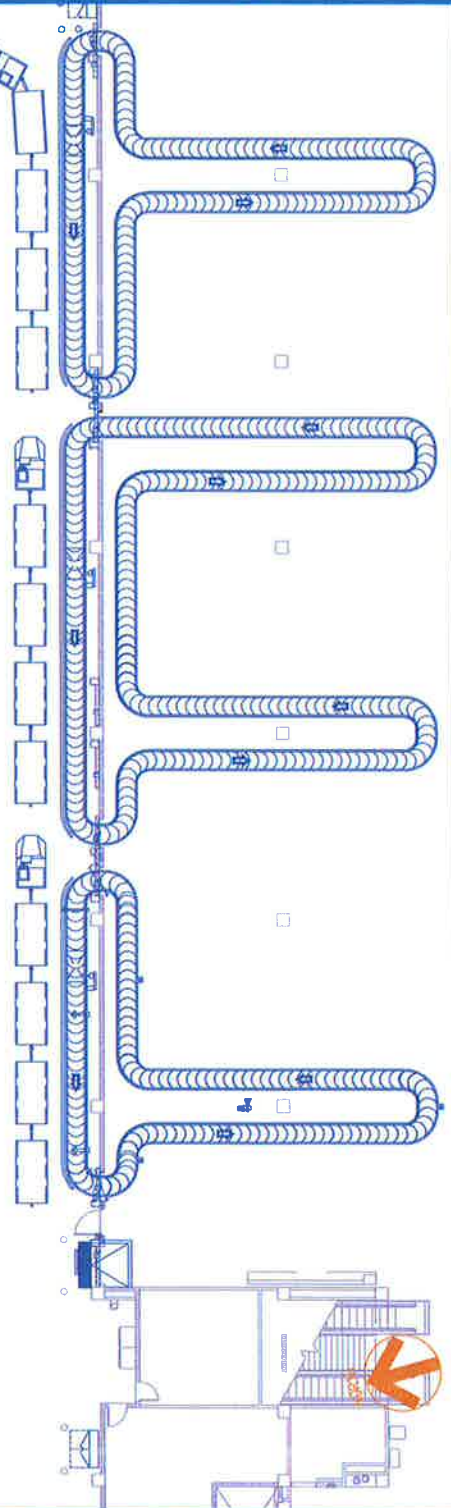
Date: 21 - December - 2021



PIER 5 PIER 4 PIER 3 PIER 2 PIER 1



Sun Country Airlines Leased Space



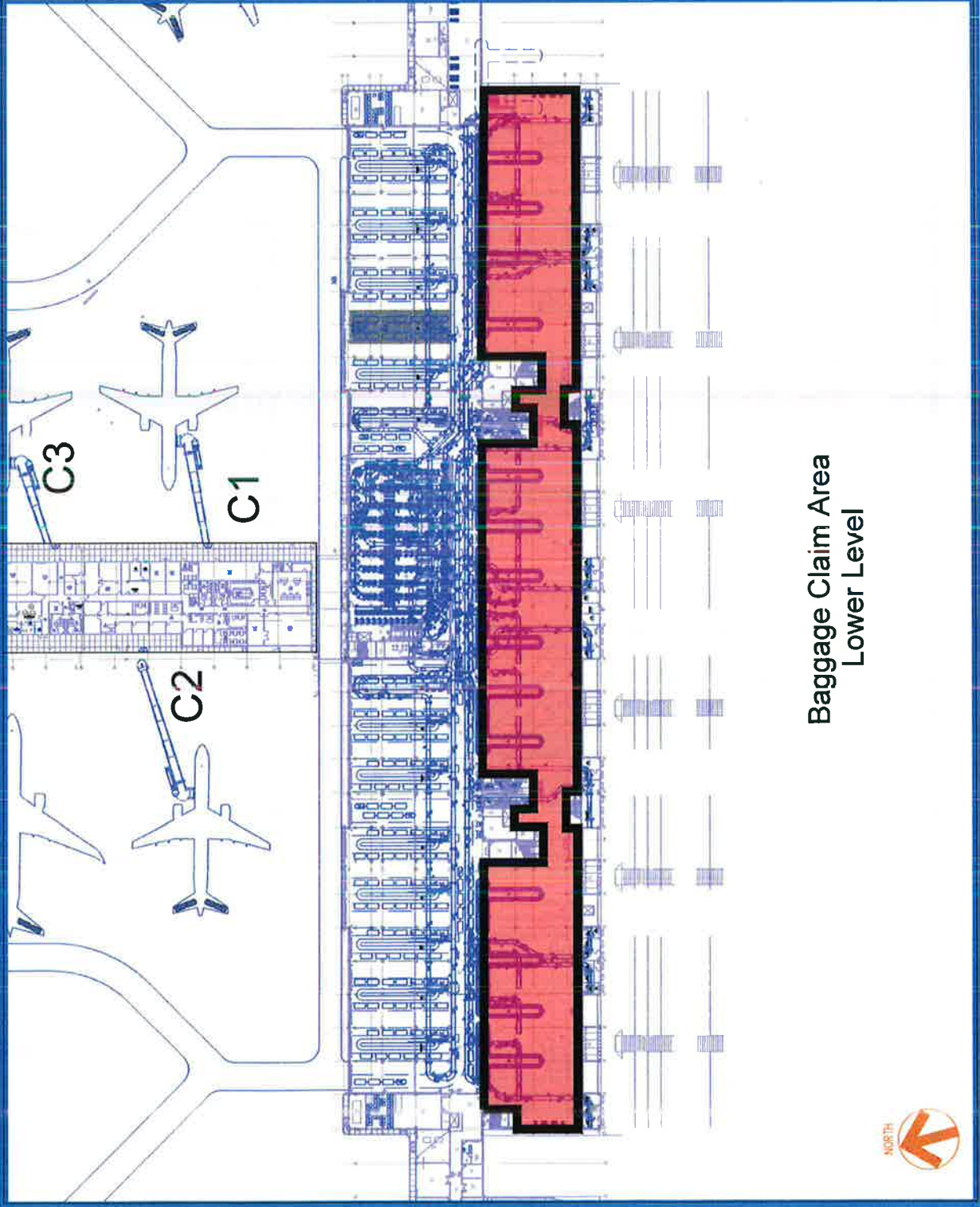
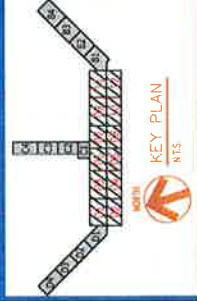


Midfield Terminal

Revised
Exhibit B
Part II
(Page 5 of 6)

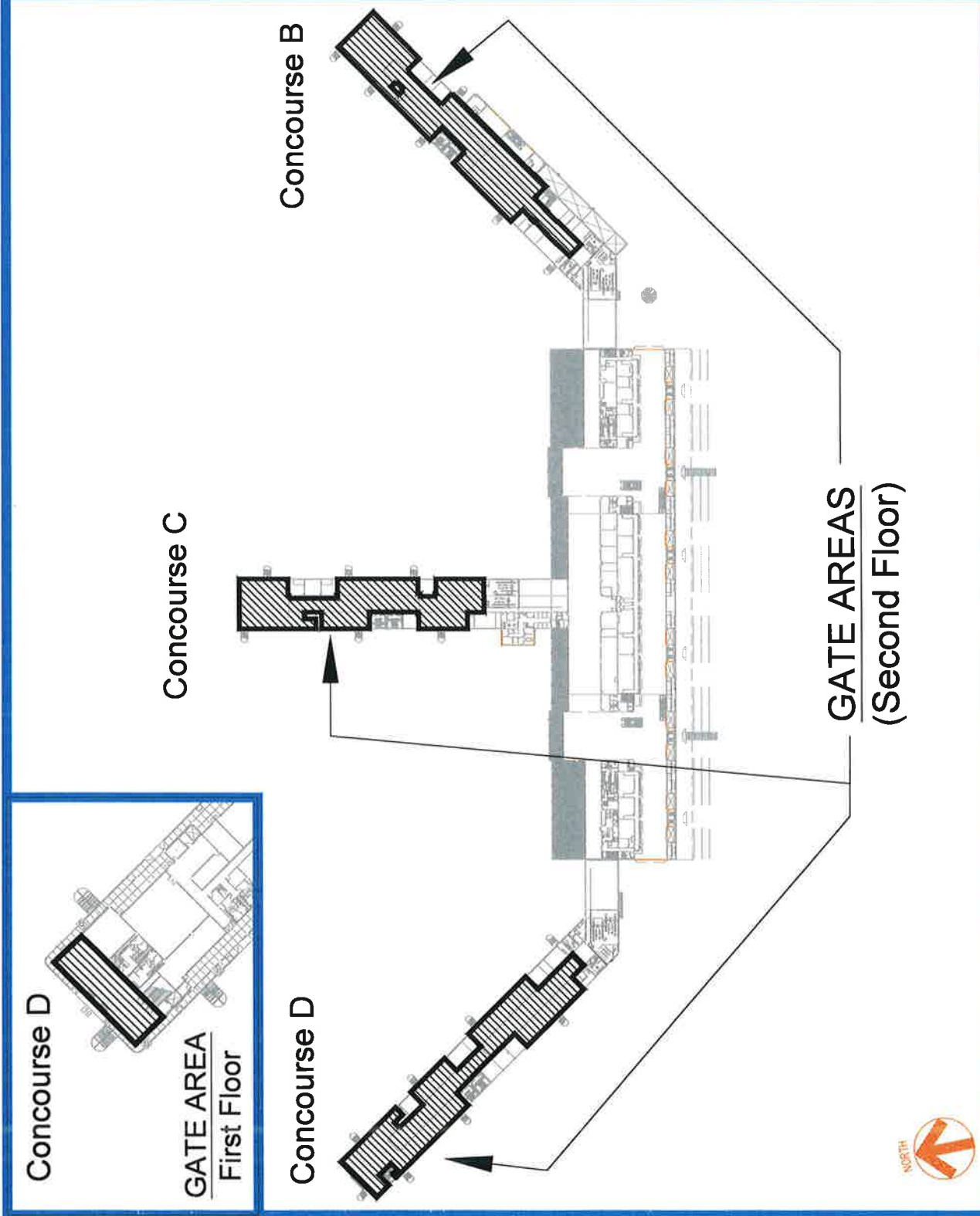
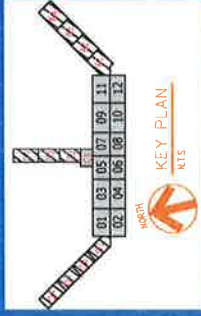
Baggage Claim
Lower Level

Date: 21 - December - 2021



Baggage Claim Area
Lower Level





BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve an amendment to the "Lease of TSA Office Space at Southwest Florida International Airport's Midfield Terminal" with the United States of America.
2. **FUNDING SOURCE:** N/A
3. **TERM:** through April 17, 2023
4. **WHAT ACTION ACCOMPLISHES:** Extends the federal government's lease of terminal space for TSA offices to April 17, 2023, allows for a temporary relocation of some of TSA's offices, and adjusts rent accordingly.

5. **CATEGORY:** 12.
Administrative Agenda
6. **ASMC MEETING DATE:** 2/15/2022
7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Brian McGonagle
- DIV. Administration

10. BACKGROUND:

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

The lease has been amended sixteen times thus far, nine times via documents GSA called "Supplemental Lease Agreements," or SLAs, followed by six further documents called "Lease Amendments." These amendments were as follows. SLA #1 confirmed the start date of the lease term, which was the terminal's opening date. SLA #2 updated the parties' addresses for notices. SLA #3 added two storage rooms, and SLA #4 added another storage room. SLA #5 added 1,189 square feet of office space located under the end of Concourse B. SLA #6 added 1,500 square feet in the In Transit Lounge (with rent to commence upon GSA's completion of construction), added one other room, deleted two rooms, and adjusted TSA's employee parking lot charge. SLA #7 confirmed the rent commencement date for the 1,500 square foot addition. SLA #8 added two rooms under Concourse D totaling 776 square feet. SLA #9 added one room and deleted three others. Lease Amendment 10 added 225 square feet near the terminal's loading dock. Lease Amendment 11 granted GSA an option to extend the lease by five (5) years, from its original expiration date of May 31, 2015, to May 31, 2020. Lease Amendment 12 acknowledged GSA's exercise of that option. Lease Amendment 13 deleted one room, and added one room. Lease Amendment 14 deleted six rooms totaling 1,189 square feet. Lease Amendment 15 extended the term of the lease to September 30, 2021. Lease Amendment 16 extended the term of the lease to April 25, 2022, and added certain non-terminal space used by TSA to the leased premises.

11. RECOMMENDED APPROVAL

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

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

The terminal expansion project includes relocation of some of TSA's space into a temporary office location, followed by deletions of other office locations and relocation into a future space that will become TSA's permanent office location. Staff has been working with GSA and TSA to address the relocation, space deletions, and eventually the permanent move. The schedule for the terminal expansion project forecasts the date of TSA's temporary office relocation to be May 18, 2022. TSA will relocate from 11 rooms totaling 2,193 square feet in their current office suite at the entrance to Concourse C and will gain 2,156 square feet of new temporary space. The terminal expansion project schedule currently predicts that the permanent relocation, and subsequent space deletions, will take place on or after April 18, 2023. Staff, GSA, and TSA, have determined that the best way to handle the temporary relocation is to extend the current lease and provide for the relocation, and to prepare a new office lease with GSA when TSA takes possession of their permanent offices, on or after April 18, 2023.

This seventeenth amendment, with a proposed effective date of April 26, 2022, extends the term until April 17, 2023, provides for the temporary relocation of TSA on May 18, 2022, and adjusts the rent accordingly.

Attachments:

1. Contract Summary
2. Proposed Lease Amendment No. 17

CONTRACT SUMMARY

(including effects of first 16 lease amendments, and the proposed Lease Amendment No. 17)

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

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

Premises: various locations totaling approximately 9,612 square feet throughout the RSW terminal building, consisting of office space, break rooms, and storage areas, and 435 square feet of Airport grounds and existing site improvements ("Magazine Pad")*[will reduce to approximately 9,575 square feet of terminal space on May 18, 2022]*

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

Term: commencing on September 9, 2005, and ending April 25, 2022
[being extended to April 17, 2023]

Rents/Fees: monthly rent of: \$104,946.18 *[decreasing to \$104,532.86 effective May 18, 2022]*

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

Insurance: n/a

Performance Guaranty: n/a

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

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 17
	TO LEASE NO. GS-04B-45825
ADDRESS OF PREMISES: Southwest Florida International Airport 11000 Terminal Access Road Fort Myers, FL 33913-8209	PDN Number: N/A

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

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

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

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the lease, and to adjust the square footage and rental rate for the temporary relocation.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective April 26, 2022, as follows:

A. Paragraph 1 of the Standard Form 2, the lease, and all subsequent Lease Amendments is hereby amended as follows:

CONTINUED ON THE NEXT PAGE

This Lease Amendment contains three (3) pages and includes one exhibit.

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

FOR THE LESSOR:

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

FOR THE GOVERNMENT:

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

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

“The Lessor hereby leases to the Government the following described premises:

From: April 26, 2022 through May 17, 2022

A total of 9,612 rentable square feet (RSF), yielding 9,612 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space, and 435 square feet (SF) of Airport grounds and existing site improvements (herein referred to as “Magazine Pad”), including two TSA explosives storage magazine and a concrete pad to support placement of the magazines, as further defined and depicted in Exhibit A, located at the Southwest Florida International Airport, 11000 Terminal Access Road, Fort Myers, Florida 33913-8209.”

From: May 18, 2022 through April 17, 2023

A total of 9,575 rentable square feet (RSF), yielding 9,575 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space, and 435 square feet (SF) of Airport grounds and existing site improvements (herein referred to as “Magazine Pad”), including two TSA explosives storage magazine and a concrete pad to support placement of the magazines, as further defined and depicted in Exhibit B, located at the Southwest Florida International Airport, 11000 Terminal Access Road, Fort Myers, Florida 33913-8209.”

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

“TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 9, 2005 through April 17, 2023 subject to termination and renewal rights as may be hereinafter set forth.”

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

“3. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates. Additional information can be found on the Space and Rent Summary at the end of this amendment”

	APRIL 26, 2022 – MAY 17, 2022	MAY 18, 2022 – APRIL 17, 2023
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,216,267.16	\$1,211,307.31
OPERATING COST ²	\$37,775.16	\$37,775.16
MAGAZINE PAD	\$217.50	\$217.50
OTHER: CABLING/OPTIC COST ³	\$5,094.36	\$5,904.36
PARKING ⁴	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$1,259,354.18	\$1,254,394.33

¹Shell rent calculation:

April 26, 2022 – May 17, 2022: **\$126.54 (rounded)** per RSF multiplied by **9,612** RSF

May 18, 2022 – April 17, 2023: **\$126.51 (rounded)** per RSF multiplied by **9,575** RSF

²Operating Costs rent calculation: The operating rent is not subject to annual adjustment.

April 26, 2022 – May 17, 2022: **\$3.93 (rounded)** per RSF multiplied by **9,612** RSF.

May 18, 2022 – April 17, 2023: **\$3.95 (rounded)** per RSF multiplied by **9,575** RSF

³Other Costs (Cabling Optics) calculation:

April 26, 2022 – May 17, 2022: **\$.53 (rounded)** per RSF multiplied by **9,612** RSF.

May 18, 2022 – April 17, 2023: **\$.62 (rounded)** per RSF multiplied by **9,575** RSF

⁴Parking costs are paid separately through TSA’s Employee Parking Assistance Program

LESSOR: _____ GOVERNMENT: _____

Lease Amendment Form
REV (10/20)

D. Paragraph 4 as set forth in the Lease and all subsequent Lease Amendments is hereby deleted and replaced as follows:

"Either party may terminate this Lease, or delete space from this Lease, by giving the other party a minimum of thirty (30) days advance written notice thereof, in which case, no further rent shall accrue for the deleted or terminated space after the effective date of that deletion or termination. Said notice shall be computed commencing with the day after the day of mailing. Lessor may only give notice of termination under this provision in the event that Lessor's expansion plans require relocation of Lessee and Lessor provides Lessee with mutually agreeable temporary swing space for the duration of this Lease Agreement."

E. The following attachments are hereby included as exhibits to the Lease as follows: Exhibits A and B (TSA Leased Areas Plans).

LA #17 to GS-04B-45825 RENTAL RATE SCHEDULE							
Period: 4/26/2022 - 5/17/22 - same rooms, SF, and rent as LA#16							
Room Number	Location	Location Designation	Exhibit	Area (sf)	Annual Rate/sf	Annual Rent	Monthly Rent
1D121	first floor, below Concourse D	1	A and B (original lse)	811	134.05	\$108,714.55	\$9,059.55
1C1054	first floor, main terminal building	2	A and C (original lse)	393	134.05	\$52,681.65	\$4,390.14
2D115 ("L.T. room")	second floor, on Concourse D	3	D and E (original lse)	91	134.05	\$12,198.55	\$1,016.55
2D116, 2D117, 2D118	second floor, on Concourse D	4	D and F (original lse)	840	134.05	\$112,602.00	\$9,383.50
office suite (20 rooms)	second floor, on Concourse C	5	D and G (original lse)	4375	134.05	\$586,468.75	\$48,872.40
2C14 ("TEL ROOM")	second floor, on Concourse C	adjacent to Location 5	G (original lse)	42	120.53	\$5,062.26	\$421.86
2B114, 2B116, 2B117	second floor, on Concourse B	6	D and H (original lse)	840	134.05	\$112,602.00	\$9,383.50
2B113	second floor, on Concourse B	7	D and I (original lse)	91	134.05	\$12,198.55	\$1,016.55
1D417 (231sf) & 1D420 (88sf)	first floor, under Concourse D	8	L (SLA 3)	88	120.53	\$10,606.64	\$883.89
1D49E	first floor, under Concourse D	9	M (SLA 4)	181	120.53	\$21,815.93	\$1,817.99
1B330A	first floor, under Conc. B (ITL)	10	P (SLA 6)	1500	120.53	\$180,795.00	\$15,066.25
1D126, 1D127	first floor, under Concourse D	11	(SLA 10)	360	120.53	\$43,390.80	\$3,615.90
TERMINAL TOTAL				9612		\$1,259,136.68	\$104,928.06
Airport Grounds	Location		Exhibit	Area (sf)	Annual Rate/sf	Annual Rent	Monthly Rent
	Magazine Pad		Attachment 1 (SLA 16)	435	0.5	\$217.50	\$18.13
GRAND TOTAL				10047		\$1,259,354.18	\$104,946.18
Note: Monthly parking rates are not included in the rental rate structure and are subject to change annually per paragraph 7c of the lease (SLA 6).							
Note: This lease is not subject to annual CPI adjustments.							
LA #17 to GS-04B-45825 RENTAL RATE SCHEDULE							
Period: 5/18/22 - 4/17/23 - below and shown as Exhibit B							
Room Number	Location	Location Designation	Exhibit	Area (sf)	Annual Rate/sf	Annual Rent	Monthly Rent
Temp Office Suite	second floor, main terminal		B-1 (SLA 17)	2156	134.05	\$289,011.80	\$24,084.32
1D121	first floor, below Concourse D	1	A and B (original lse)	811	134.05	\$108,714.55	\$9,059.55
1C1054	first floor, main terminal building	2	A and C (original lse)	393	134.05	\$52,681.65	\$4,390.14
2D115 ("L.T. room")	second floor, on Concourse D	3	D and E (original lse)	91	134.05	\$12,198.55	\$1,016.55
2D116, 2D117, 2D118	second floor, on Concourse D	4	D and F (original lse)	840	134.05	\$112,602.00	\$9,383.50
office suite (9 rooms)	second floor, on Concourse C	5	B-8 (SLA 17)	2182	134.05	\$292,497.10	\$24,374.76
2C14 ("TEL ROOM")	second floor, on Concourse C	adjacent to Location 5	G (original lse)	42	120.53	\$5,062.26	\$421.86
2B114, 2B116, 2B117	second floor, on Concourse B	6	D and H (original lse)	840	134.05	\$112,602.00	\$9,383.50
2B113	second floor, on Concourse B	7	D and I (original lse)	91	134.05	\$12,198.55	\$1,016.55
1D417 (231sf) & 1D420 (88sf)	first floor, under Concourse D	8	L (SLA 3)	88	120.53	\$10,606.64	\$883.89
1D49E	first floor, under Concourse D	9	M (SLA 4)	181	120.53	\$21,815.93	\$1,817.99
1B330A	first floor, under Conc. B (ITL)	10	P (SLA 6)	1500	120.53	\$180,795.00	\$15,066.25
1D126, 1D127	first floor, under Concourse D	11	(SLA 10)	360	120.53	\$43,390.80	\$3,615.90
TERMINAL TOTAL				9575		\$1,254,176.83	\$104,514.74
Airport Grounds	Location		Exhibit	Area (sf)	Annual Rate/sf	Annual Rent	Monthly Rent
	Magazine Pad		Attachment 1 (SLA 16)	435	0.5	\$217.50	\$18.13
GRAND TOTAL				10010		\$1,254,394.33	\$104,532.86
Note: Monthly parking rates are not included in the rental rate structure and are subject to change annually per paragraph 7c of the lease (SLA 6).							
Note: This lease is not subject to annual CPI adjustments.							

LESSOR: _____ GOVERNMENT: _____

Midfield Terminal

Exhibit A-1
(Page 1 of 13)

First Floor
(Arrivals Level)

TSA
Location 1 &
Location 2

Date: 16 - March - 2020

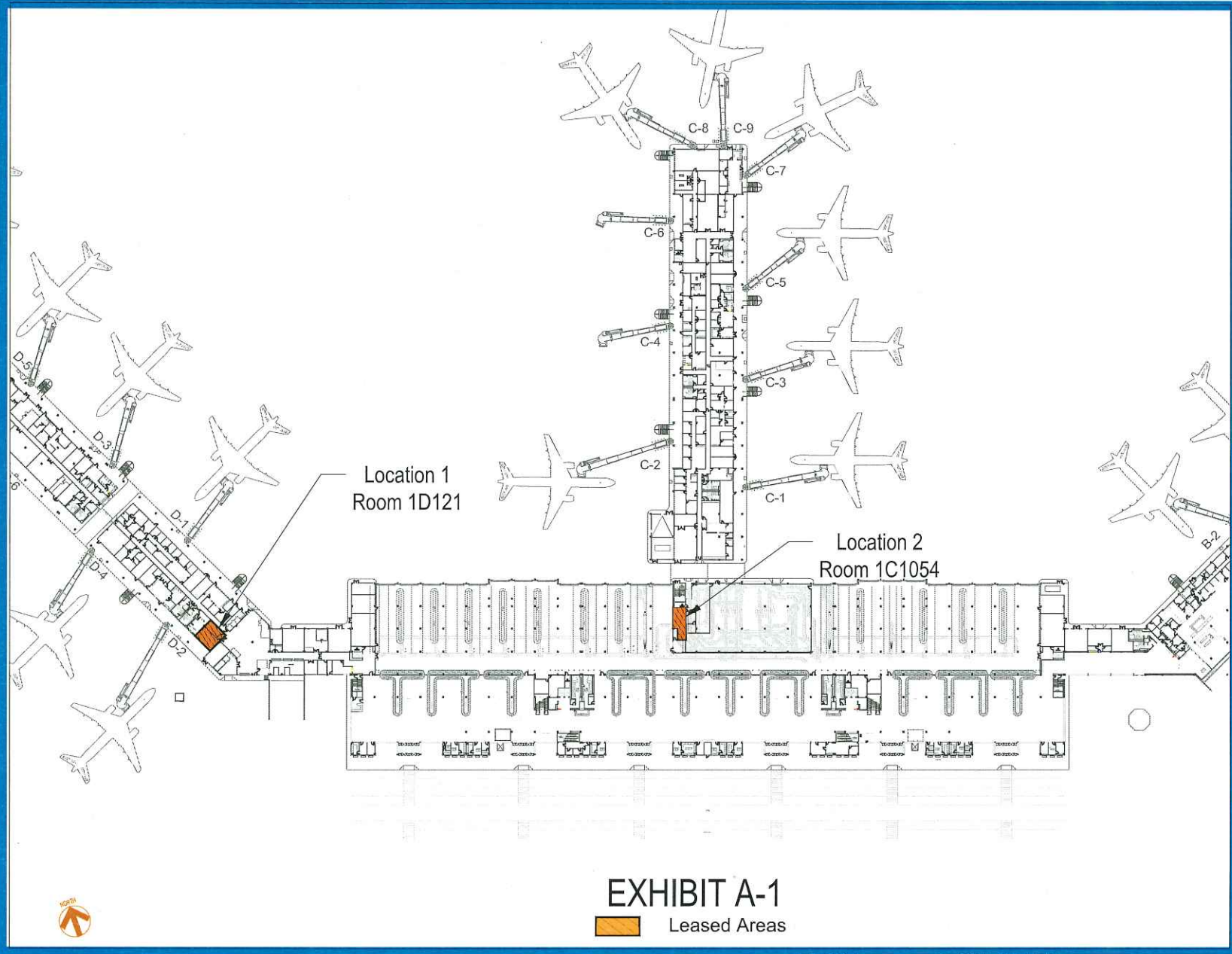
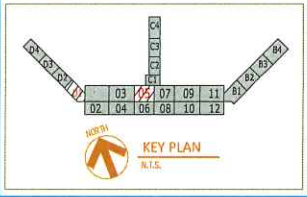
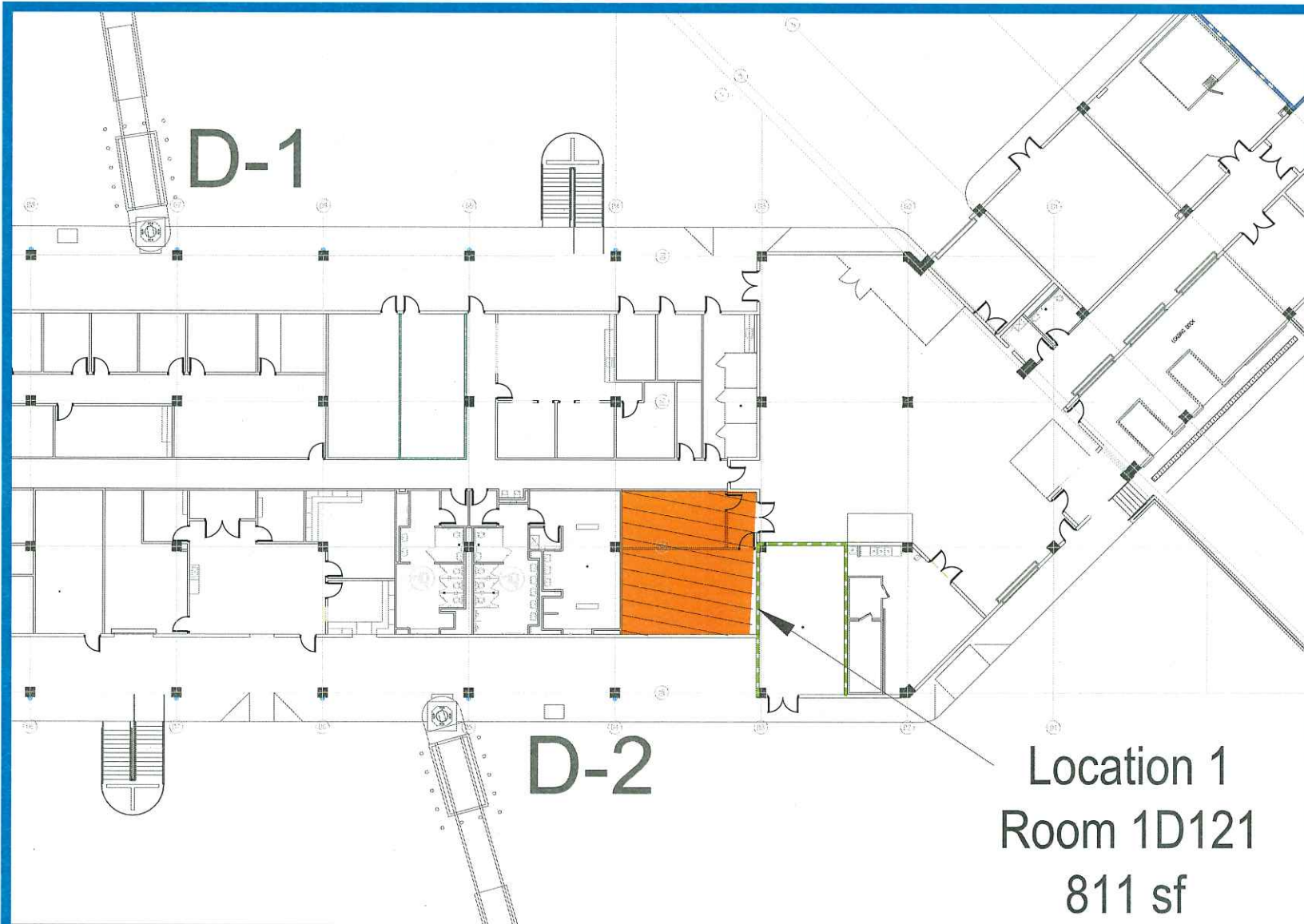


EXHIBIT A-1
Leased Areas





Location 1
Room 1D121
811 sf

EXHIBIT A-2
 Leased Areas





Midfield Terminal

Exhibit A-3
(Page 3 of 13)

First Floor
(Arrivals Level
Main Terminal)


TSA
Location 2
Room 1C1054

Date: 16 - March - 2020

Room 1C1054
393 sf

EVR
EQPM
1051702

EXHIBIT A-3

 Leased Area



Midfield Terminal

Exhibit A-4
(Page 4 of 13)

Second Floor
(Departures Level)

TSA
Locations
3 through 7

Date: 19 - November - 2021

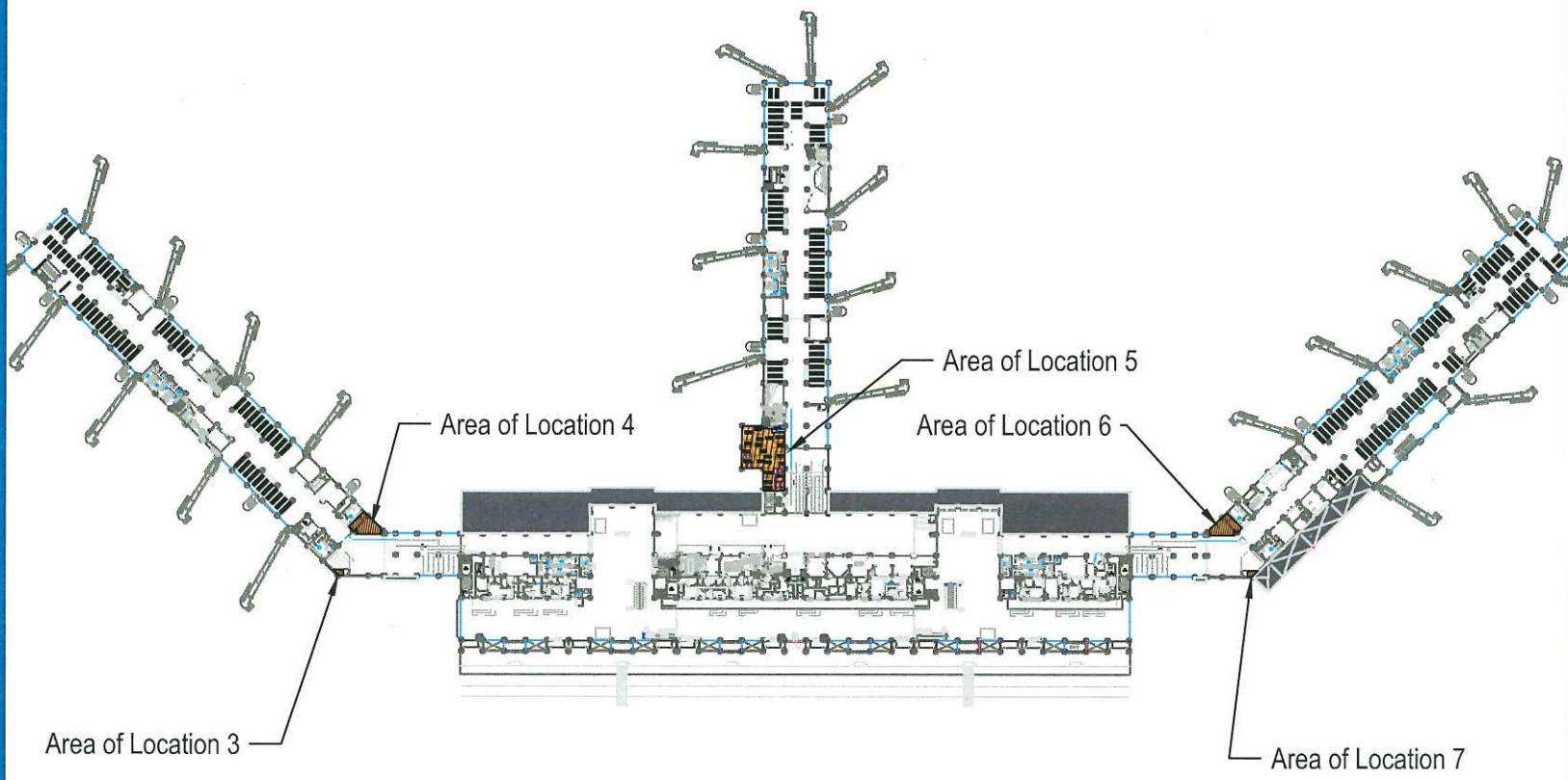

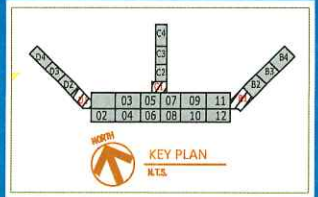


EXHIBIT A-4

 Leased Areas





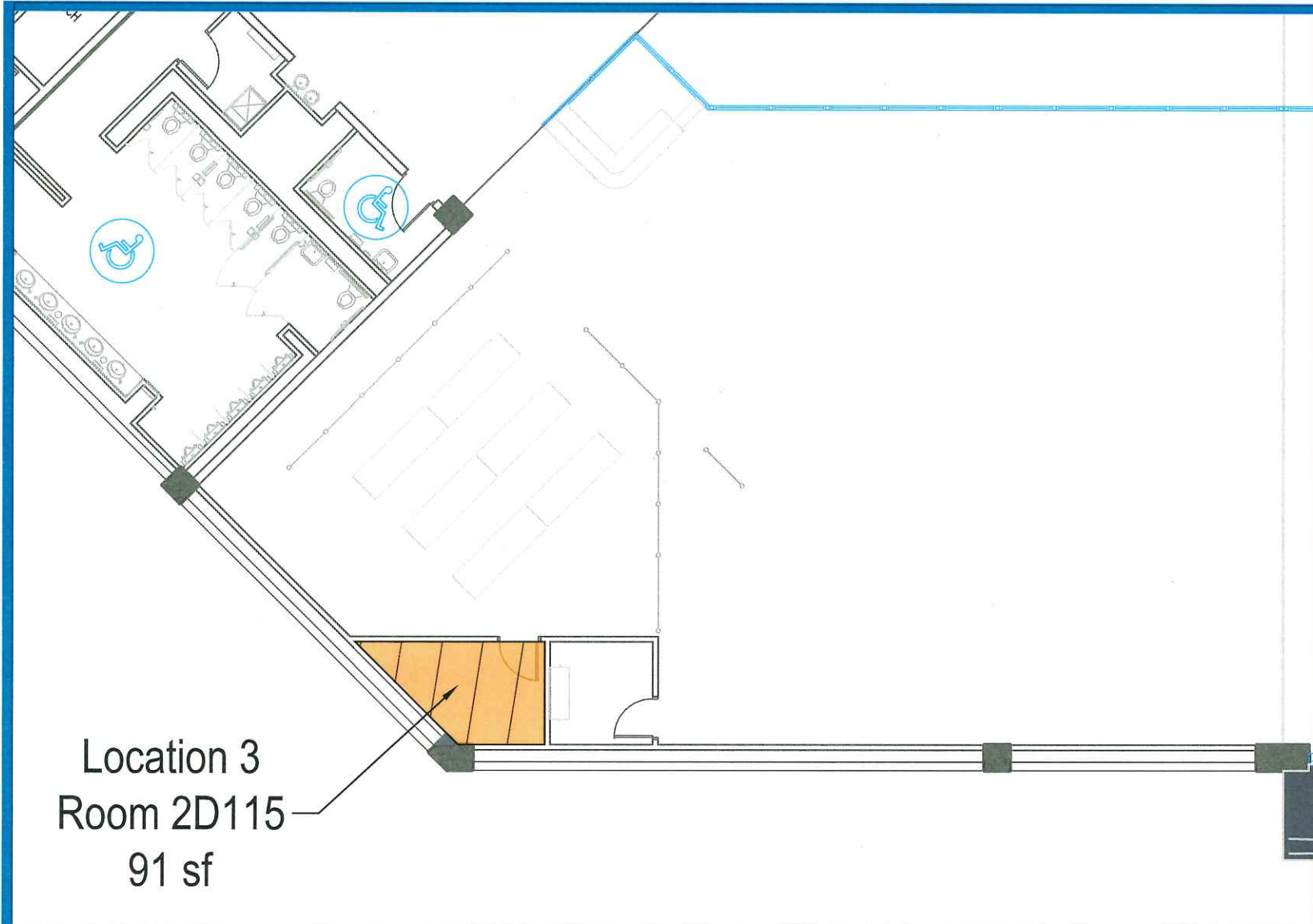
Midfield Terminal

Exhibit A-5
(Page 5 of 13)

Second Floor
(Departures Level
Concourse D)

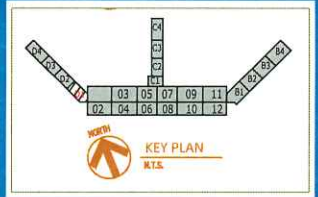
TSA
Location 3
Room 2D115

Date: 23 - March - 2020



Location 3
Room 2D115
91 sf

EXHIBIT A-5
Leased Area





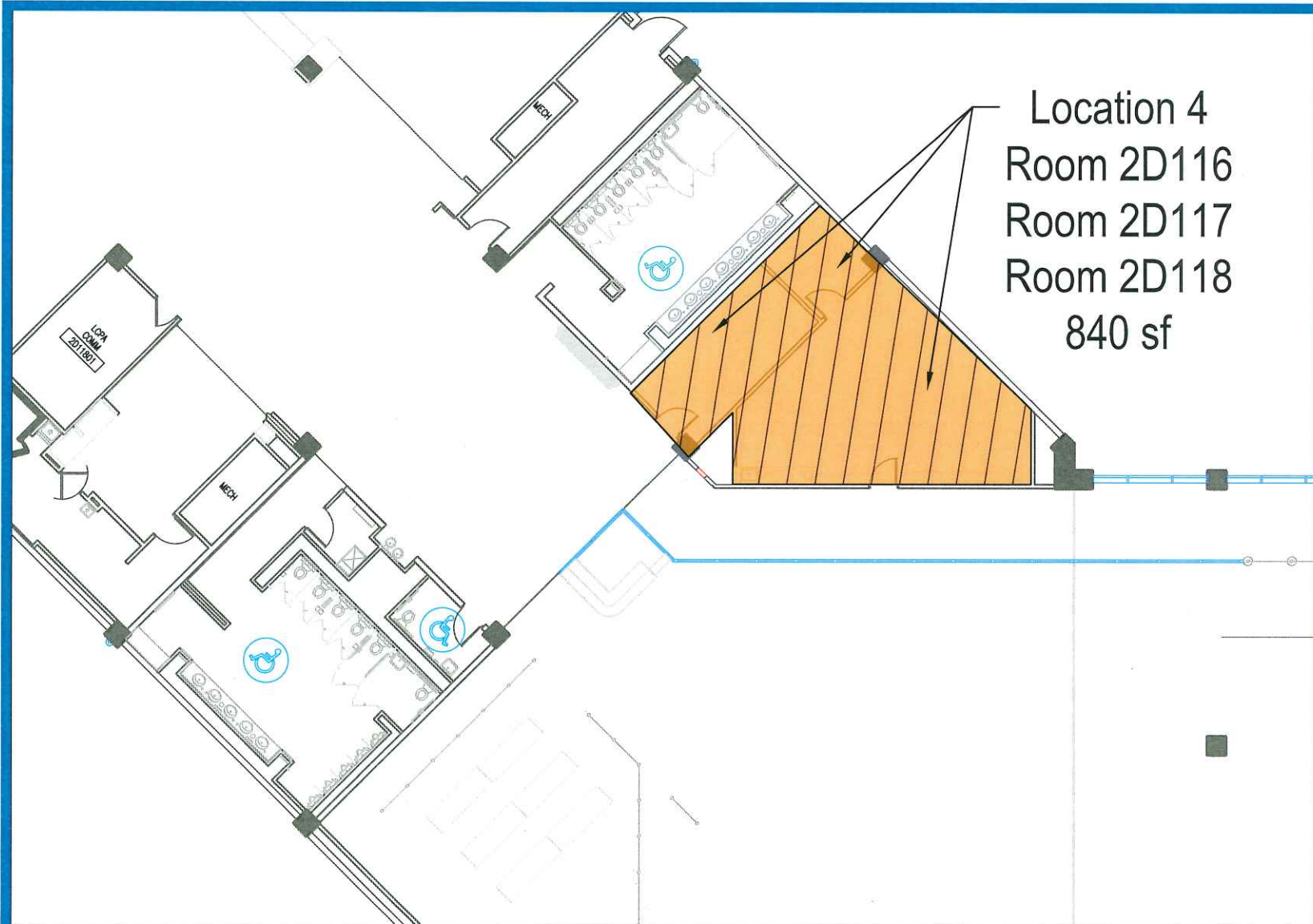
Midfield Terminal

Exhibit A-6
(Page 6 of 13)

Second Floor
(Departures Level
Concourse D)


TSA
Location 4
Room 2D116
Room 2D117
Room 2D118

Date: 23 - March - 2020

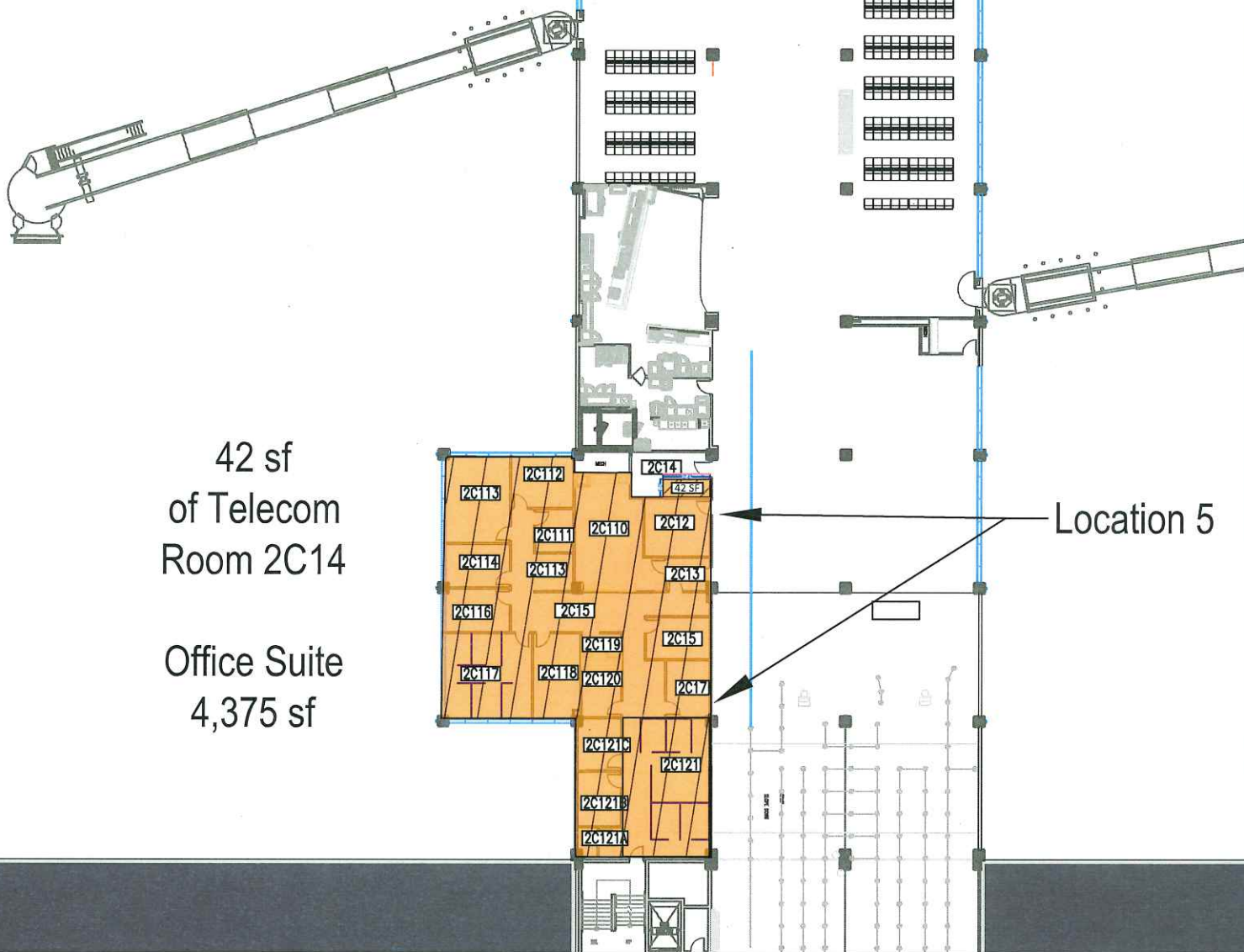


Location 4
Room 2D116
Room 2D117
Room 2D118
840 sf

EXHIBIT A-6

 Leased Area






42 sf
of Telecom
Room 2C14

Office Suite
4,375 sf

Location 5

EXHIBIT A-7

 Leased Area



Location 6
Room 2B114
Room 2B116
Room 2B117
840 sf

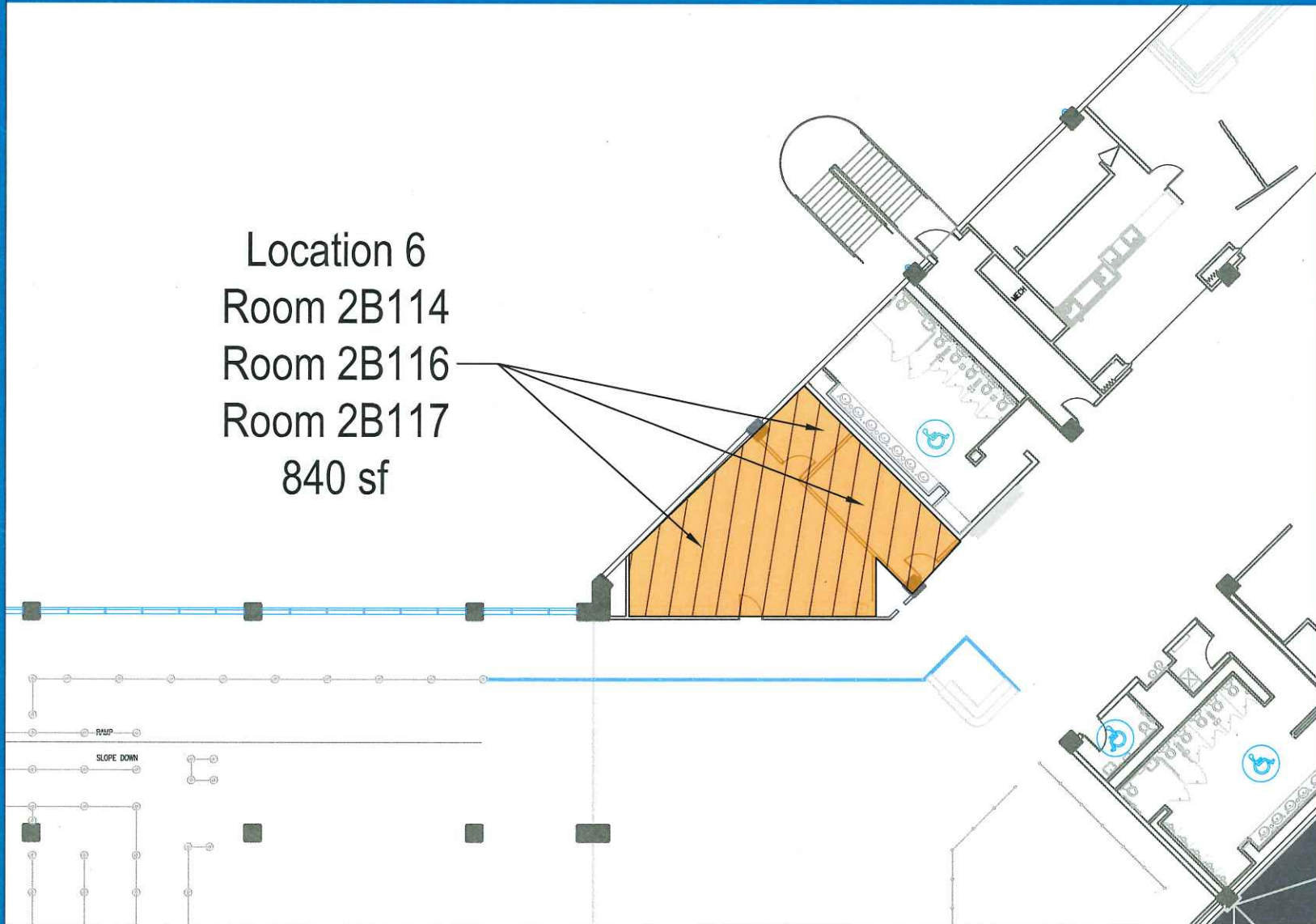
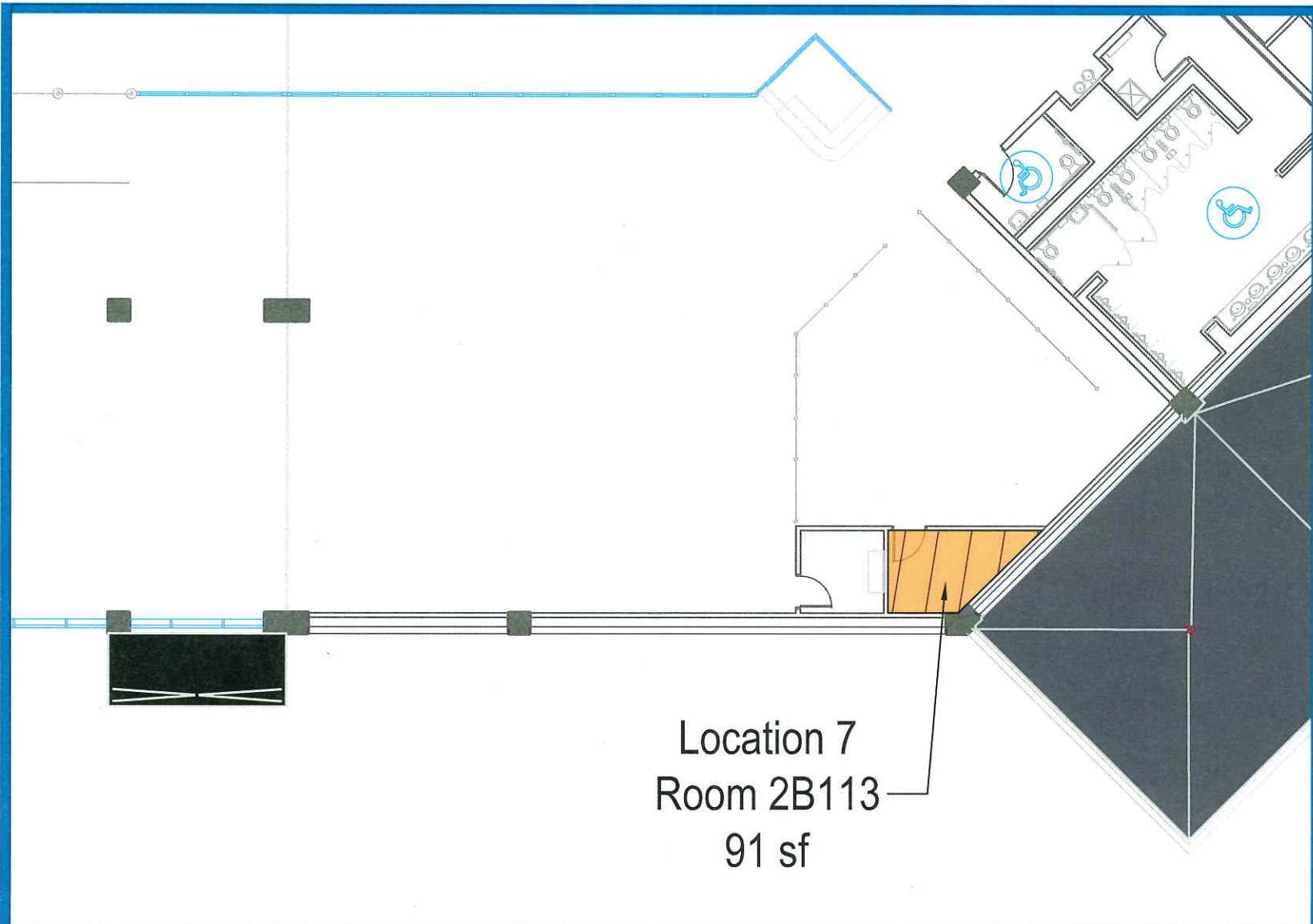


EXHIBIT A-8
 Leased Area





Location 7
 Room 2B113
 91 sf

EXHIBIT A-9
 Leased Area



Midfield Terminal

Exhibit A-9
 (Page 9 of 13)

Second Floor
 (Departures Level
 Concourse B)

TSA
 Location 7
 Room 2B113

Date: 23 - March - 2020



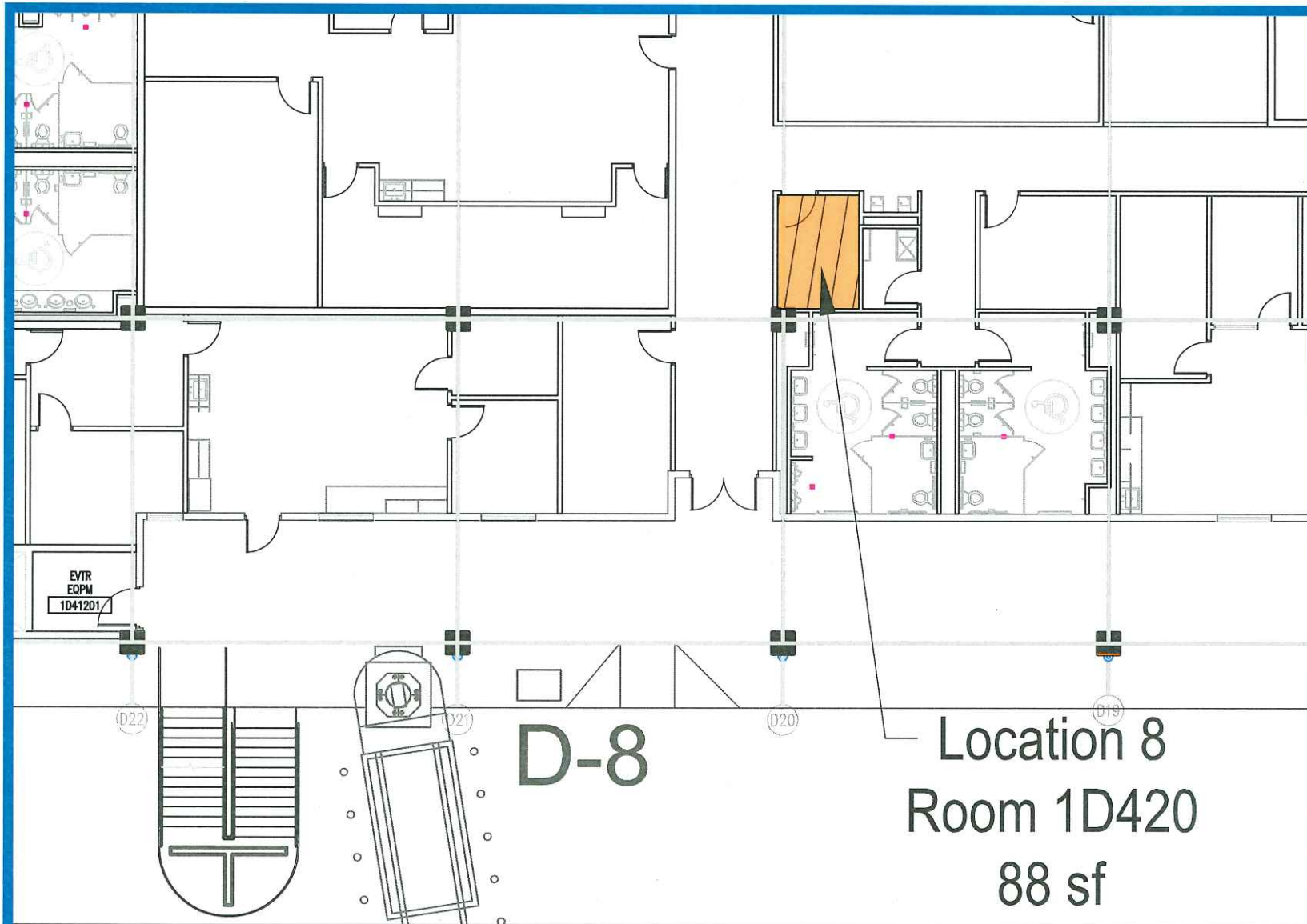


EXHIBIT A-10
 Leased Areas





Midfield Terminal

Exhibit A-11
(Page 11 of 13)

First Floor
(Arrivals Level
Below Concourse D)

TSA
Location 9
Room 1D49E

Date: 24 - March - 2020

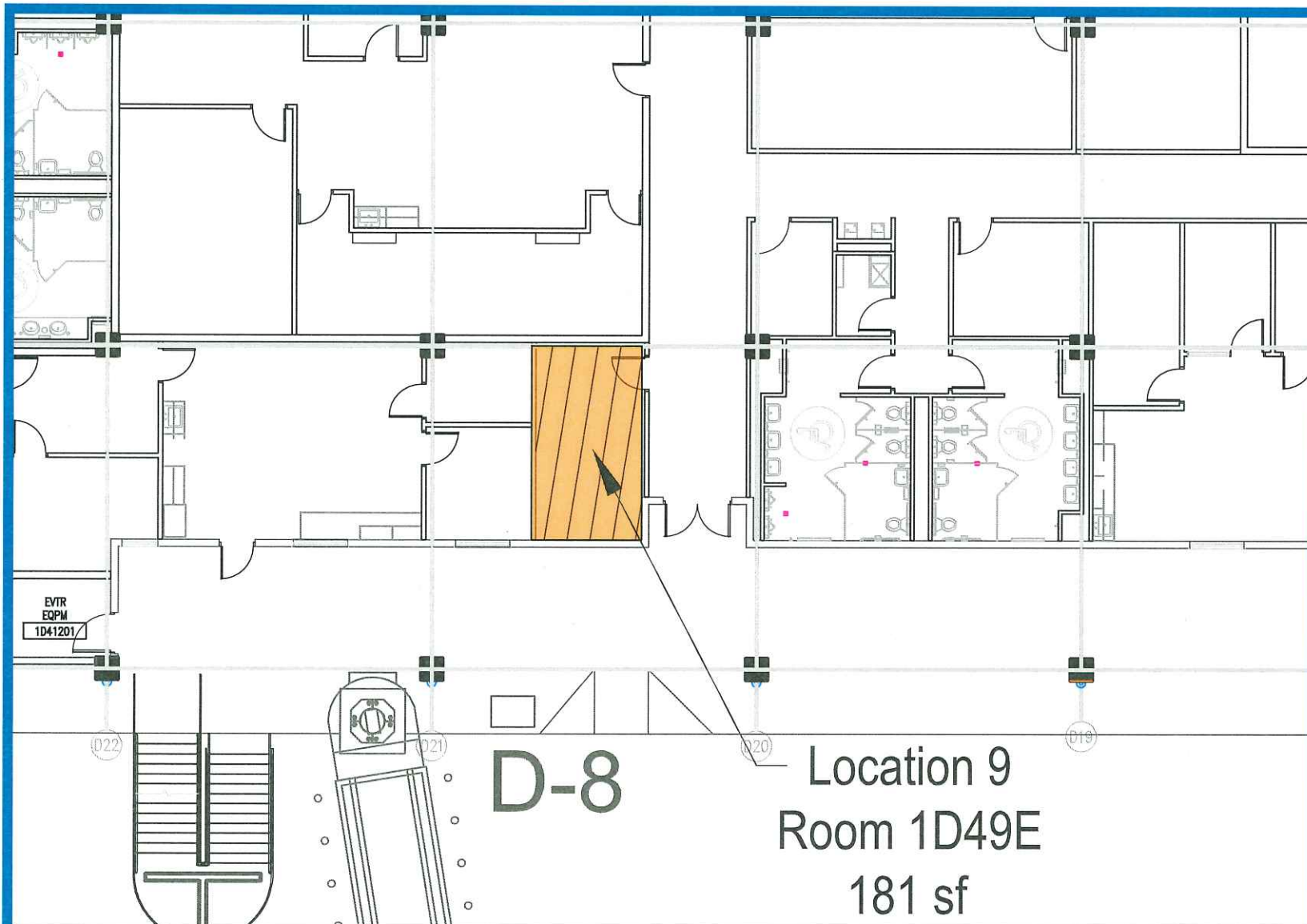

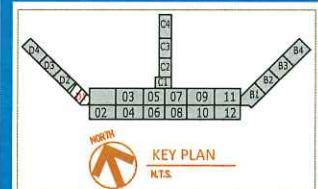
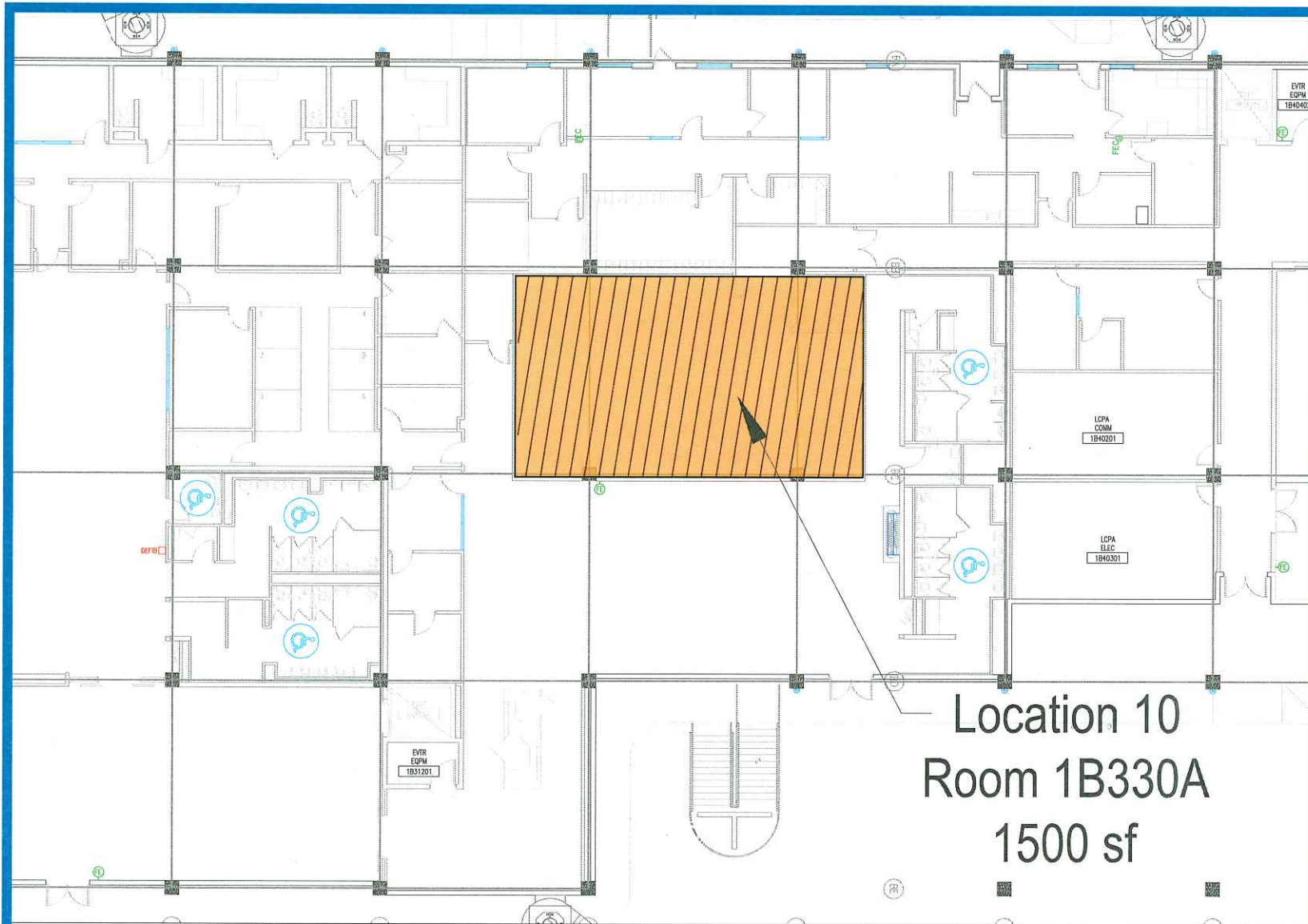


EXHIBIT A-11

 Leased Areas





Midfield Terminal

Exhibit A-12
(Page 12 of 13)

First Floor
(Arrivals Level
Concourse B)

TSA
Location 10
Room 1B330A

Date: 25 - March - 2020



EXHIBIT A-12
 Leased Areas



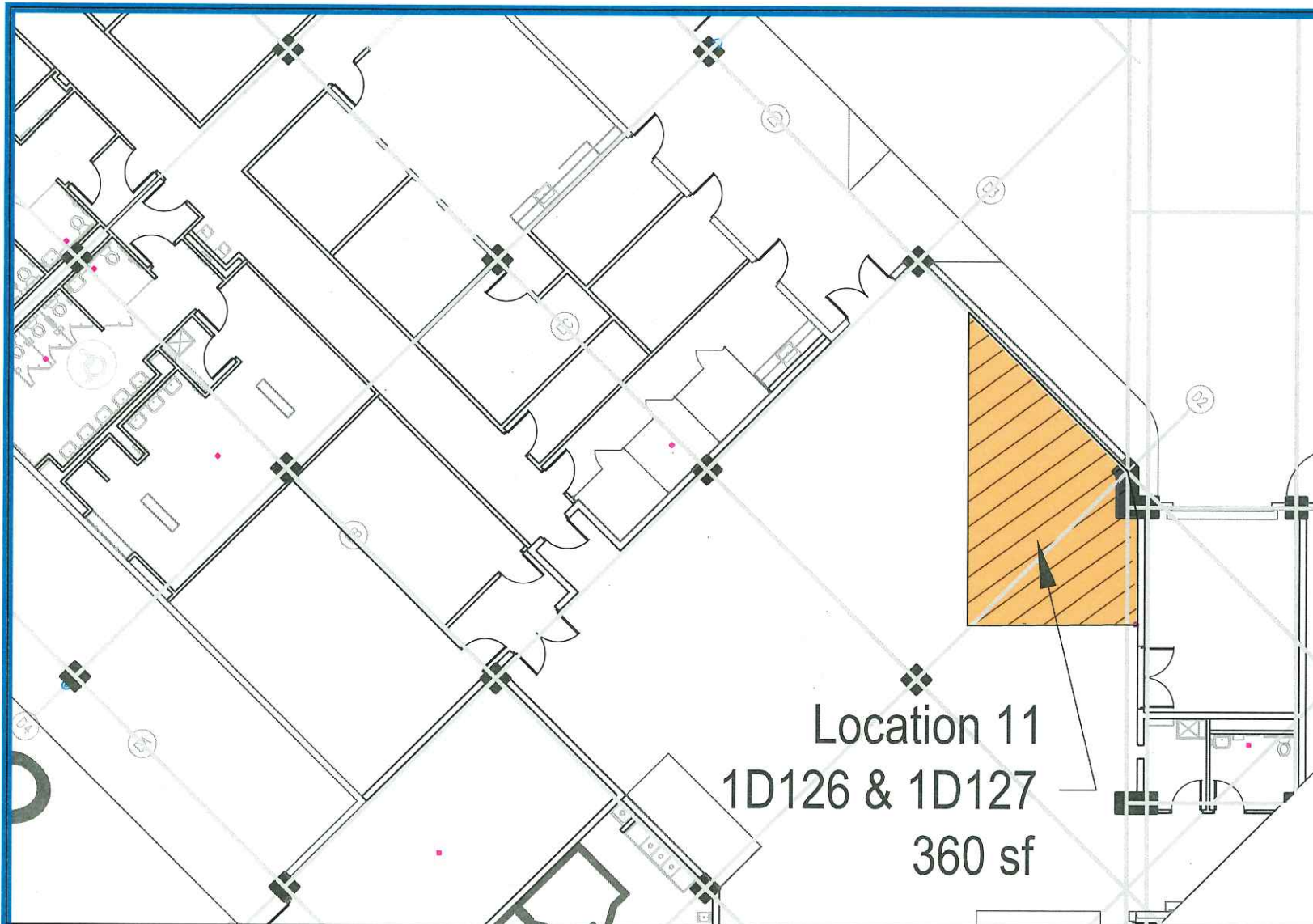
Midfield Terminal

Exhibit A-13
(Page 13 of 13)

First Floor
(Arrivals Level
Below Concourse D)


TSA
Location 11
1D126 & 1D127

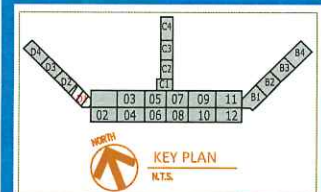
Date: 25 - March - 2020

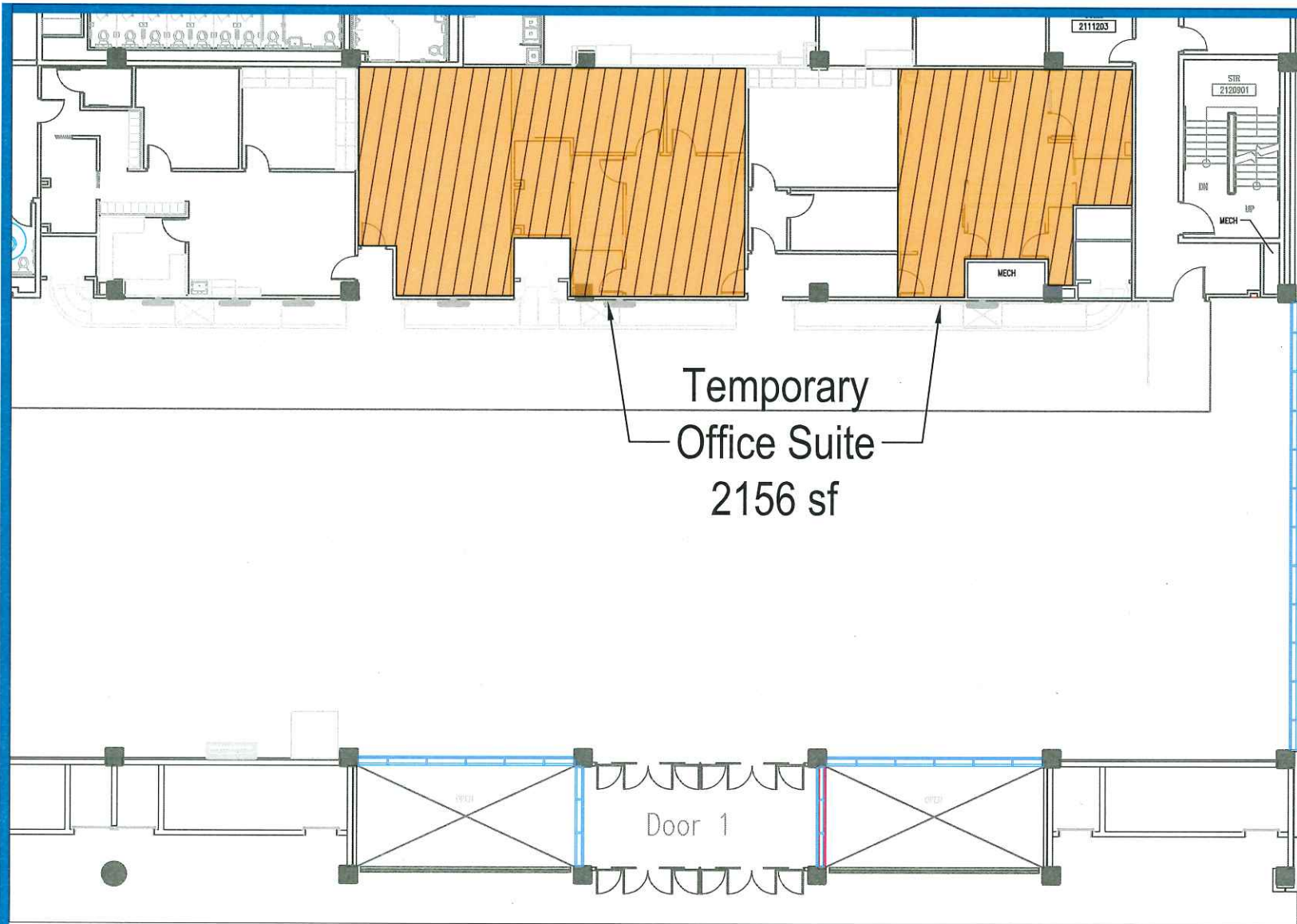


Location 11
1D126 & 1D127
360 sf

EXHIBIT A-13

 Leased Areas





Temporary
Office Suite
2156 sf

EXHIBIT B-1
 Leased Area



Midfield Terminal

Exhibit B-1
(Page 1 of 14)

Second Floor
(Departures Level
Main Terminal)

TSA
Temporary
Office Suite

Date: 1 - July - 2020



Midfield Terminal

Exhibit B-2
(Page 2 of 14)

First Floor
(Arrivals Level)

TSA
Location 1 &
Location 2

Date: 26 - March - 2020

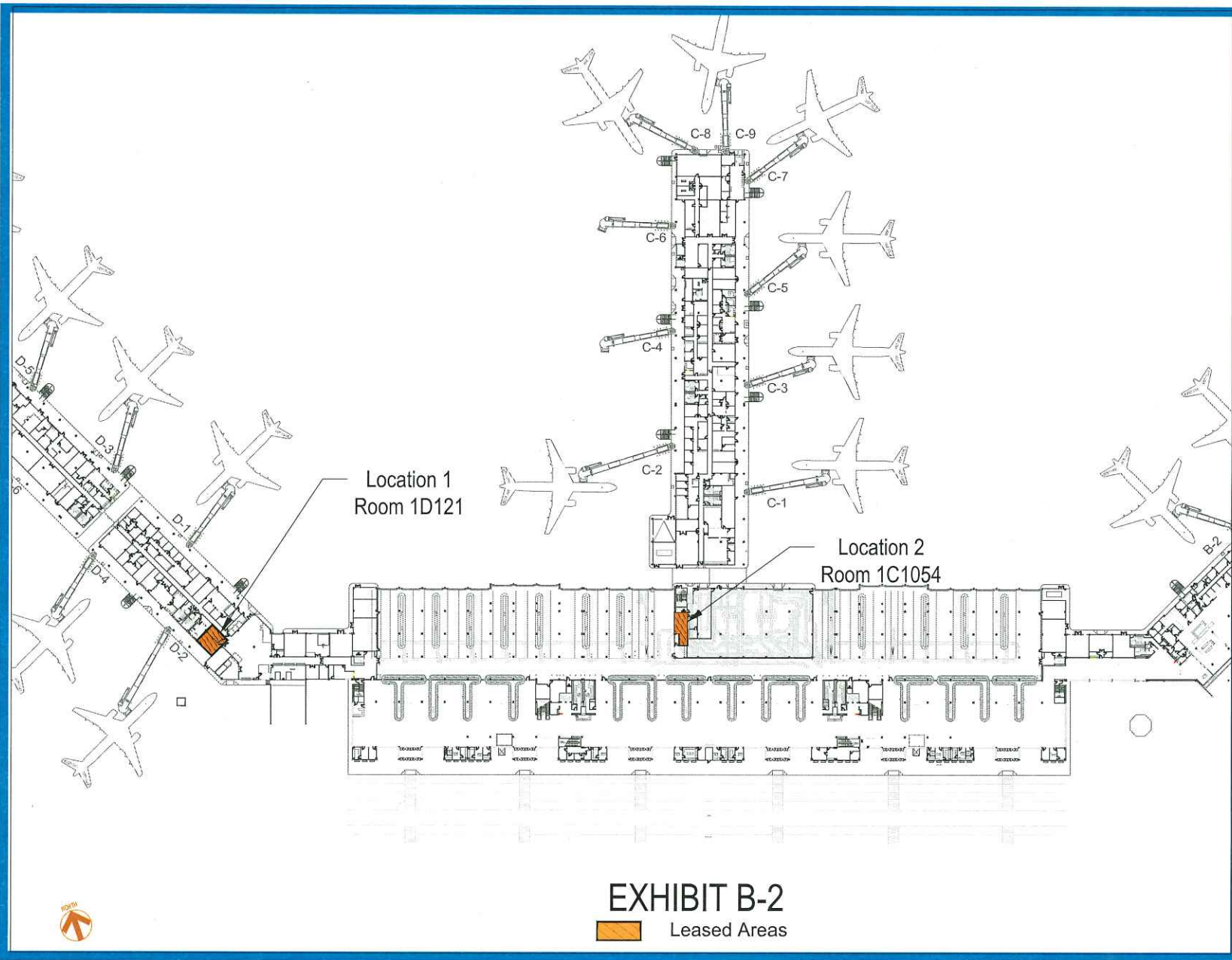
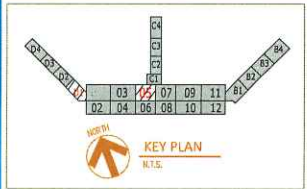


EXHIBIT B-2
 Leased Areas





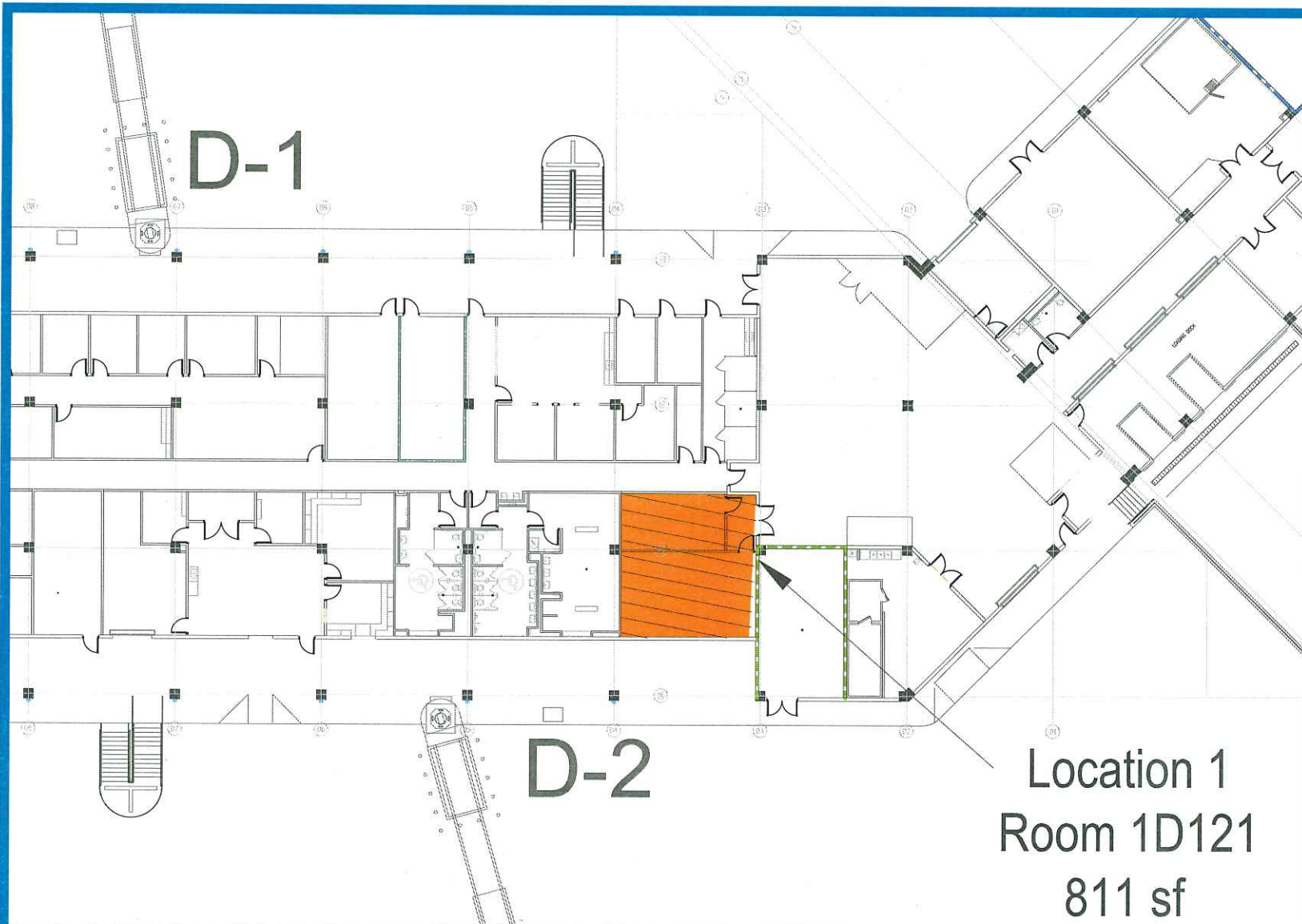
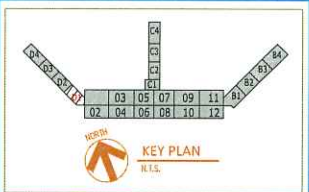
Midfield Terminal

Exhibit B-3
(Page 3 of 14)

First Floor
(Arrivals Level
Below Concourse D)

TSA
Location 1
Room 1D121

Date: 26 - March - 2020



Location 1
Room 1D121
811 sf


EXHIBIT B-3
Leased Areas



Room 1C1054
393 sf

EVR
EQPM
1051702

EXHIBIT B-4

 Leased Area



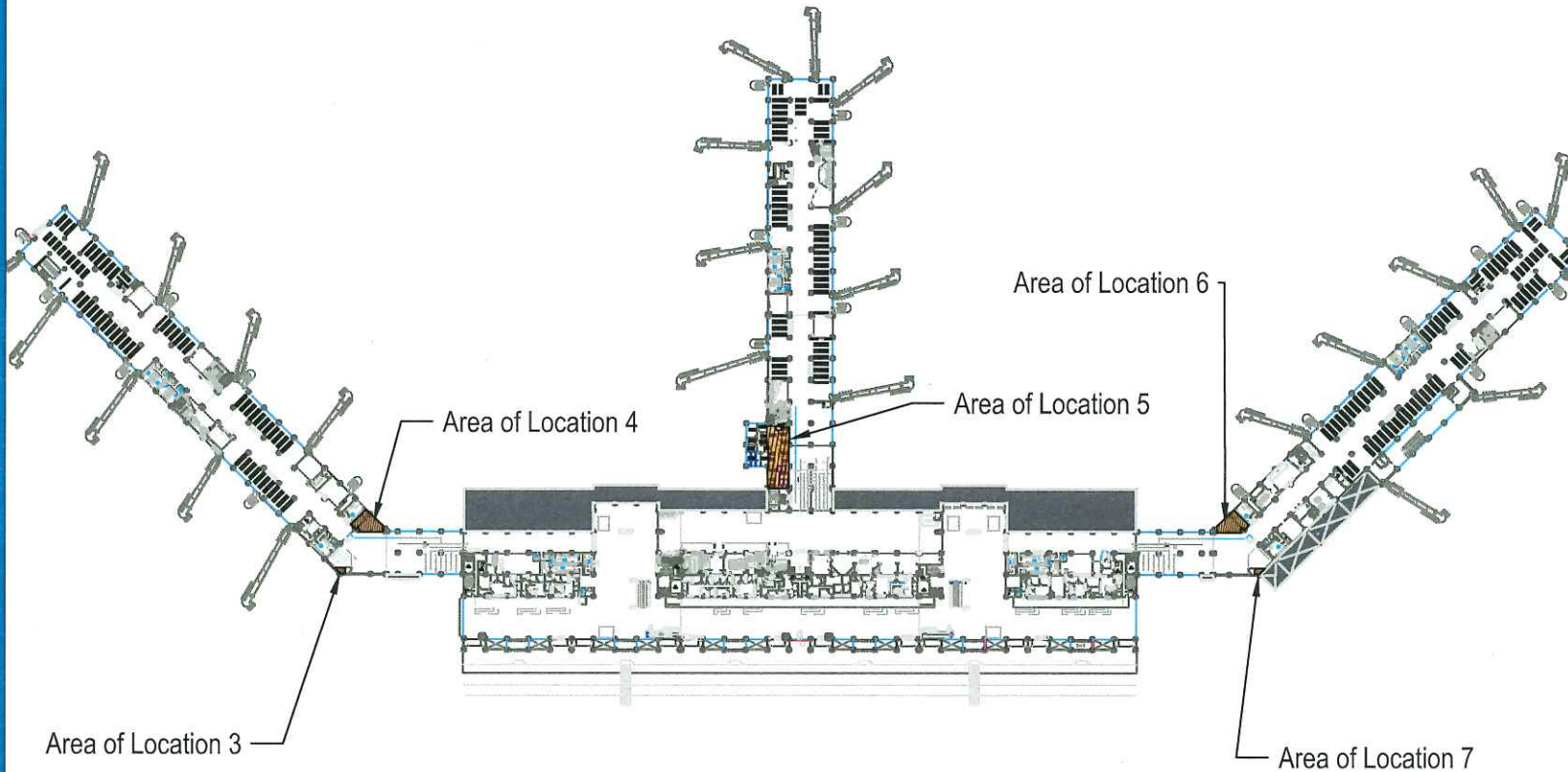



EXHIBIT B-5

 Leased Areas





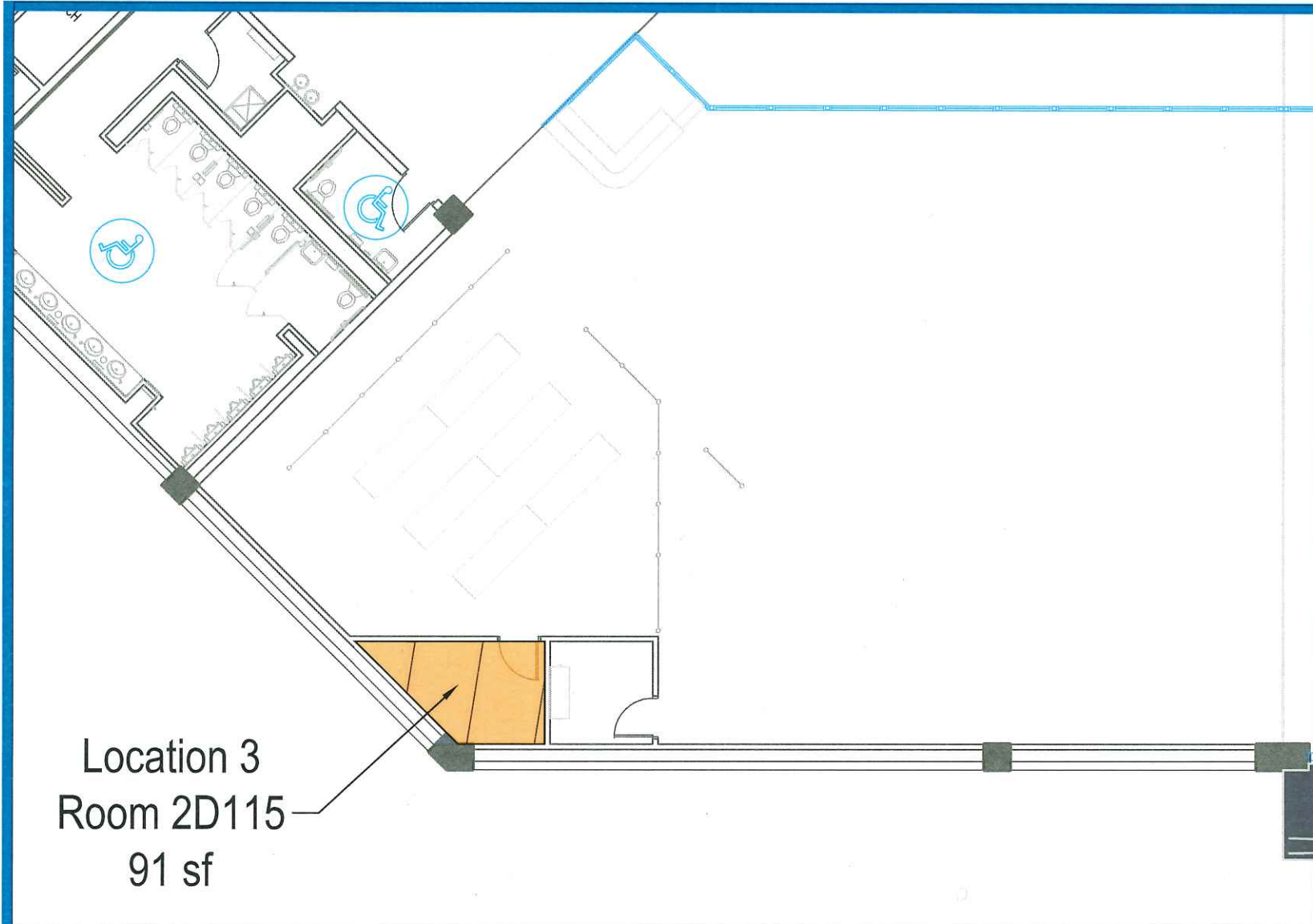
Midfield Terminal

Exhibit B-6
(Page 6 of 14)

Second Floor
(Departures Level
Concourse D)

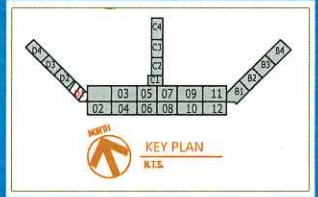
TSA
Location 3
Room 2D115

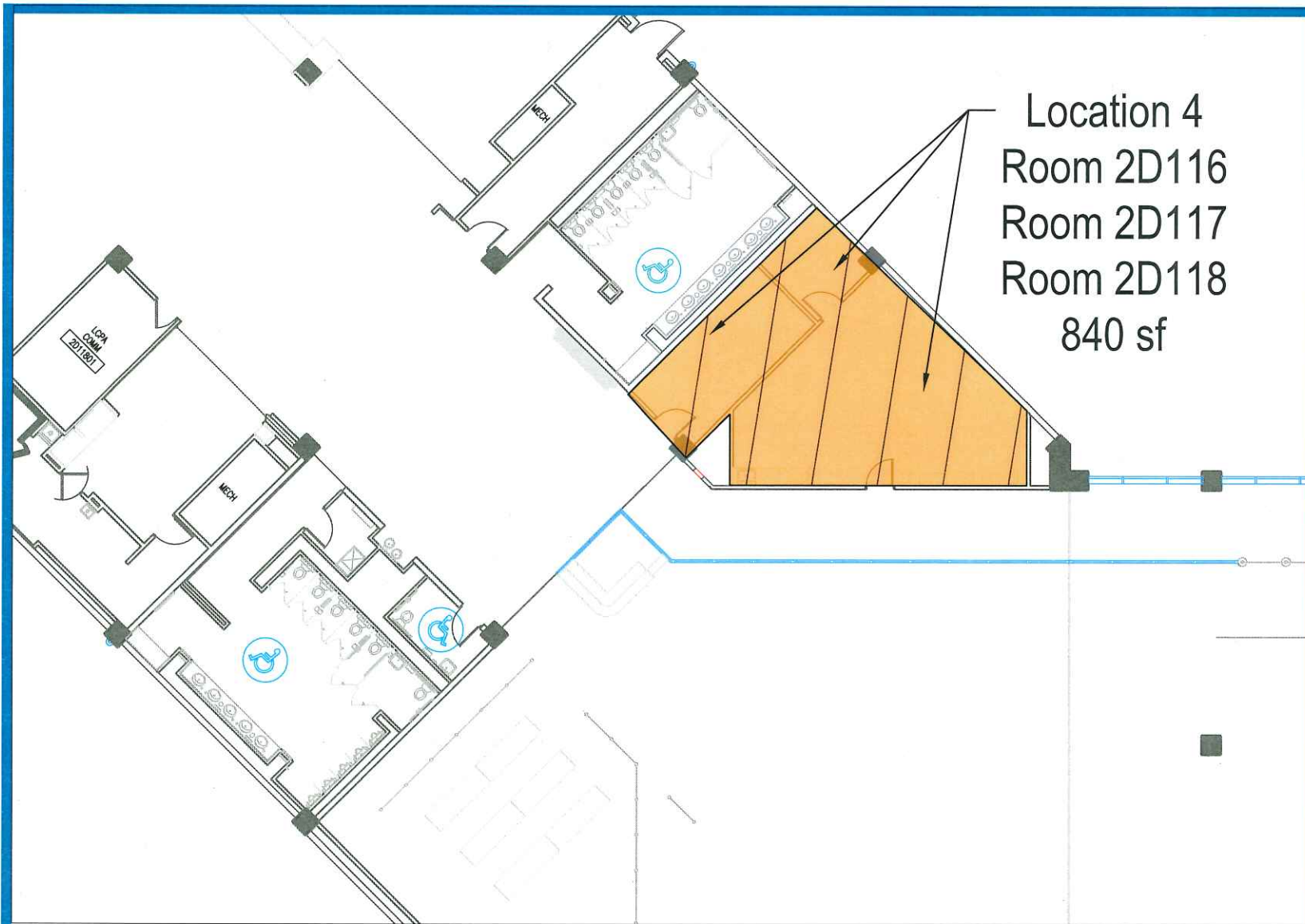
Date: 26 - March - 2020



Location 3
Room 2D115
91 sf

EXHIBIT B-6
Leased Area





Location 4
 Room 2D116
 Room 2D117
 Room 2D118
 840 sf



Midfield Terminal

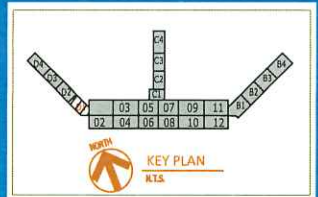
Exhibit B-7
 (Page 7 of 14)

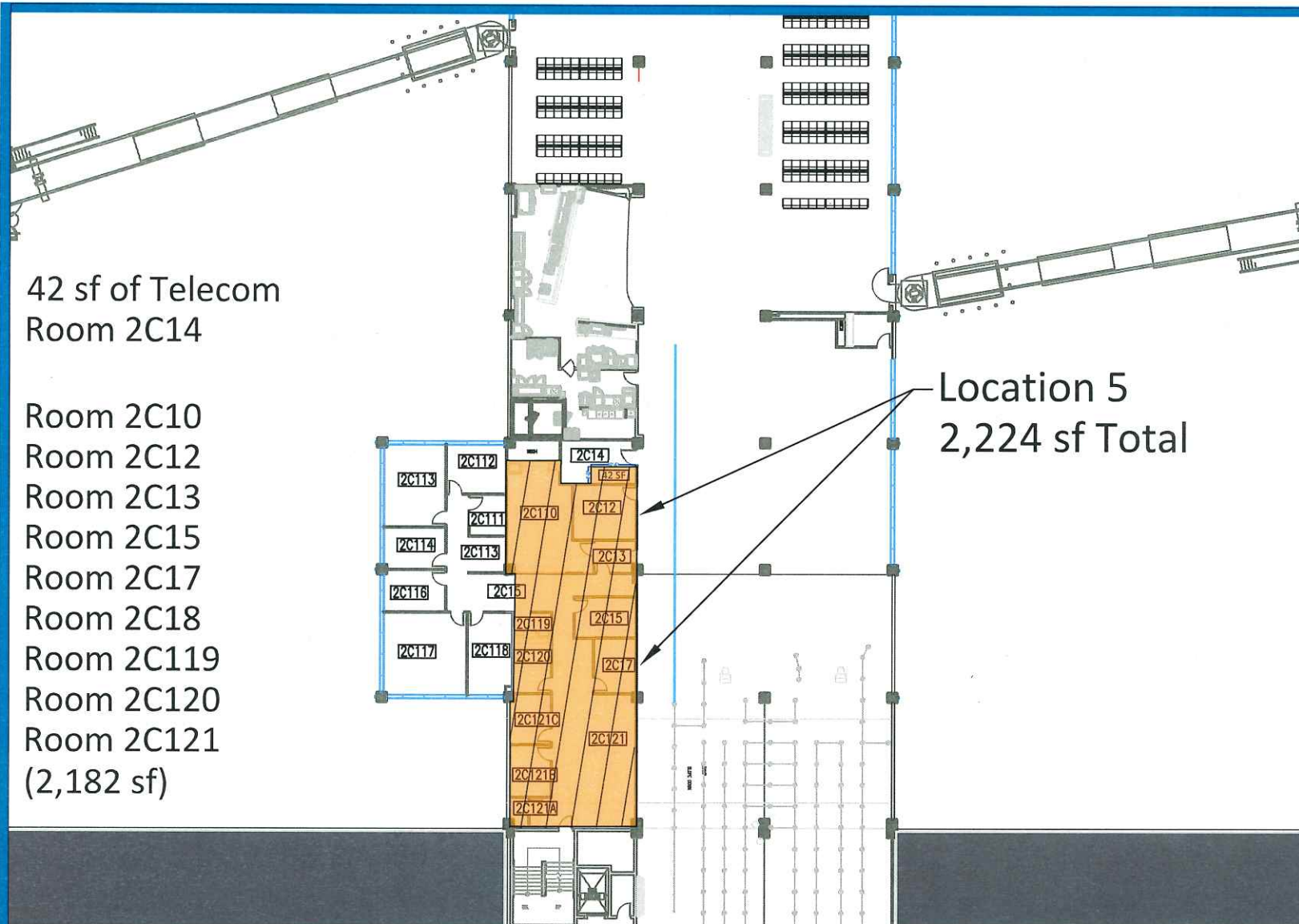
Second Floor
 (Departures Level
 Concourse D)

TSA
 Location 4
 Room 2D116
 Room 2D117
 Room 2D118

Date: 26 - March - 2020

EXHIBIT B-7
 Leased Area





42 sf of Telecom
Room 2C14

- Room 2C10
- Room 2C12
- Room 2C13
- Room 2C15
- Room 2C17
- Room 2C18
- Room 2C119
- Room 2C120
- Room 2C121
(2,182 sf)

Location 5
2,224 sf Total

EXHIBIT B-8
 Leased Area



Location 6
Room 2B114
Room 2B116
Room 2B117
840 sf

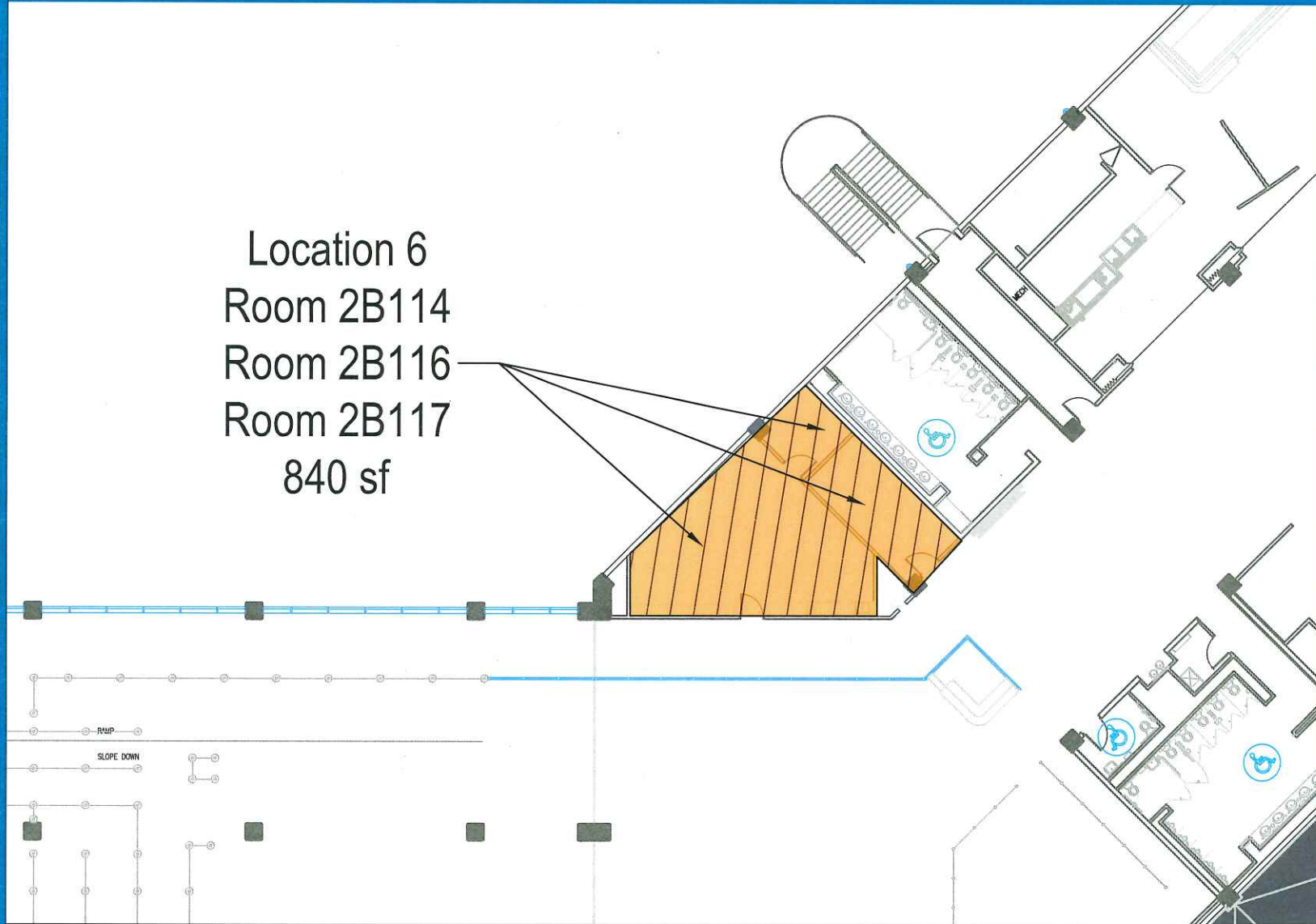

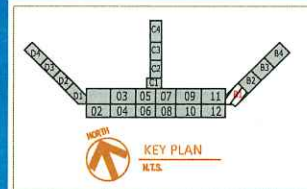
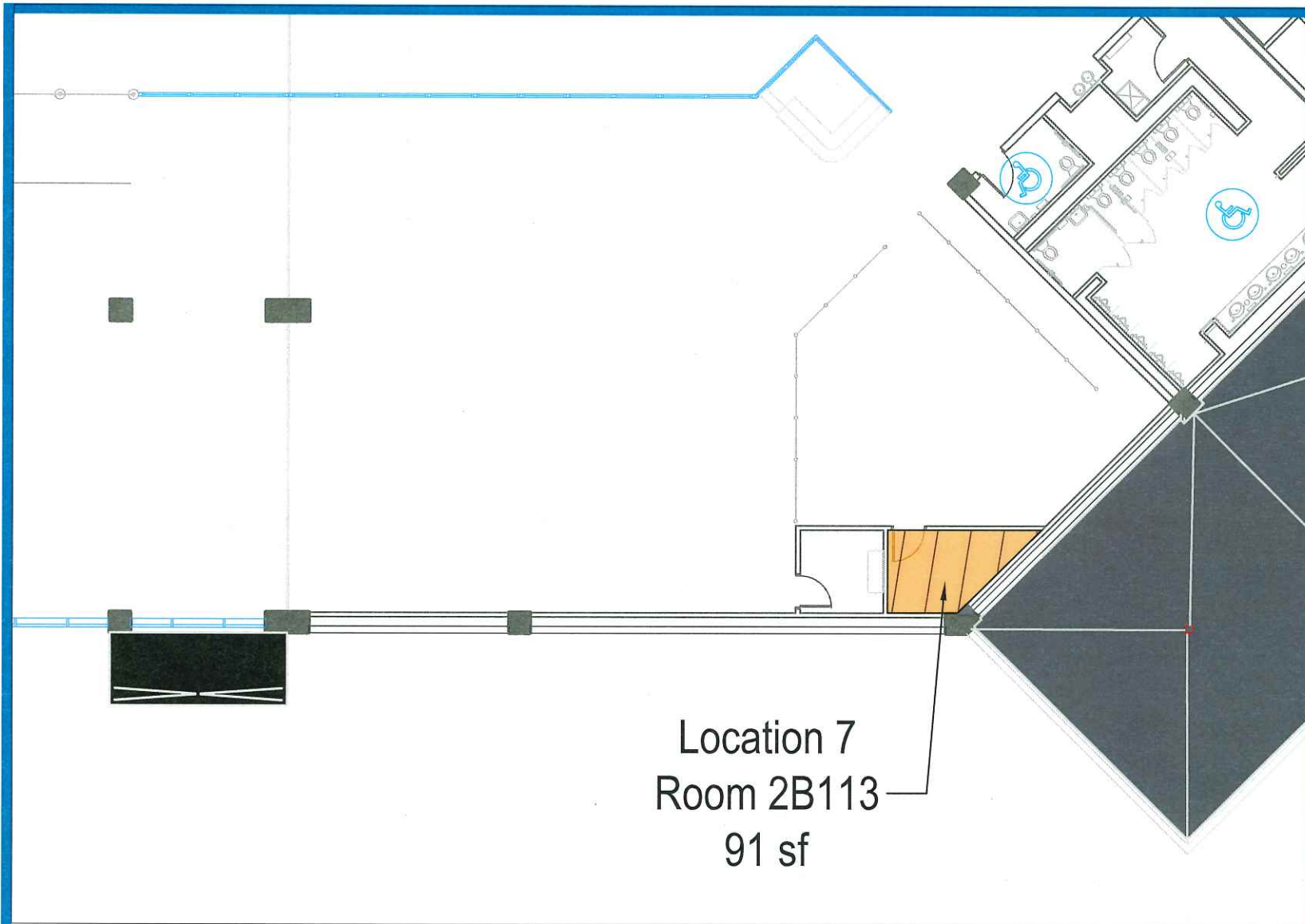


EXHIBIT B-9

 Leased Area





LEE COUNTY PORT AUTHORITY
Southwest Florida
International Airport

Midfield Terminal


Exhibit B-10
(Page 10 of 14)

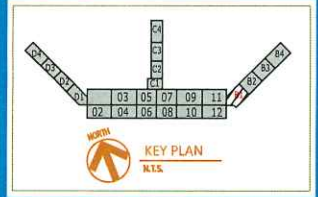
Second Floor
(Departures Level
Concourse B)

TSA
Location 7
Room 2B113

Date: 26 - March - 2020

EXHIBIT B-10

 Leased Area



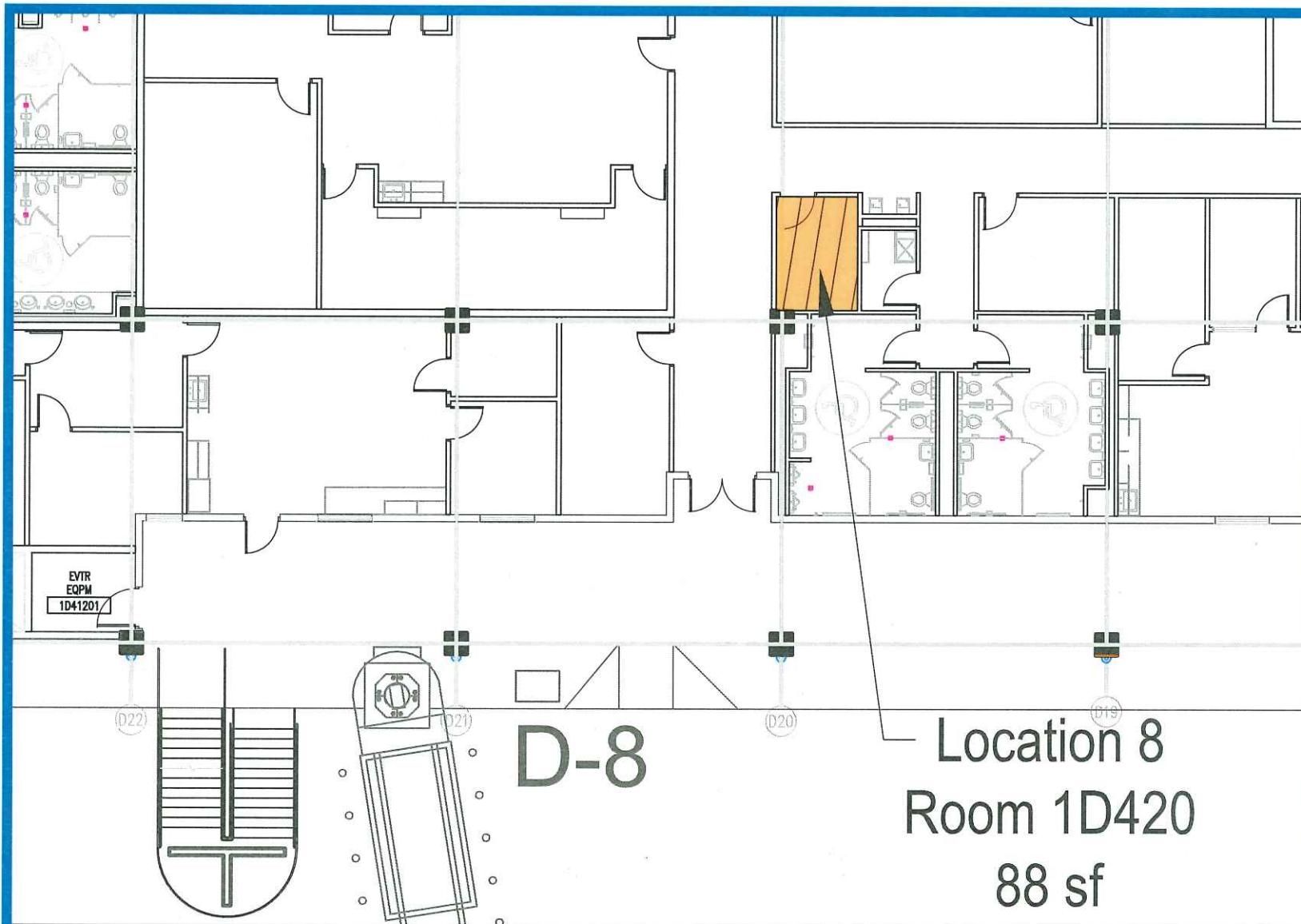

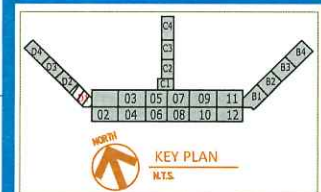


EXHIBIT B-11

 Leased Areas





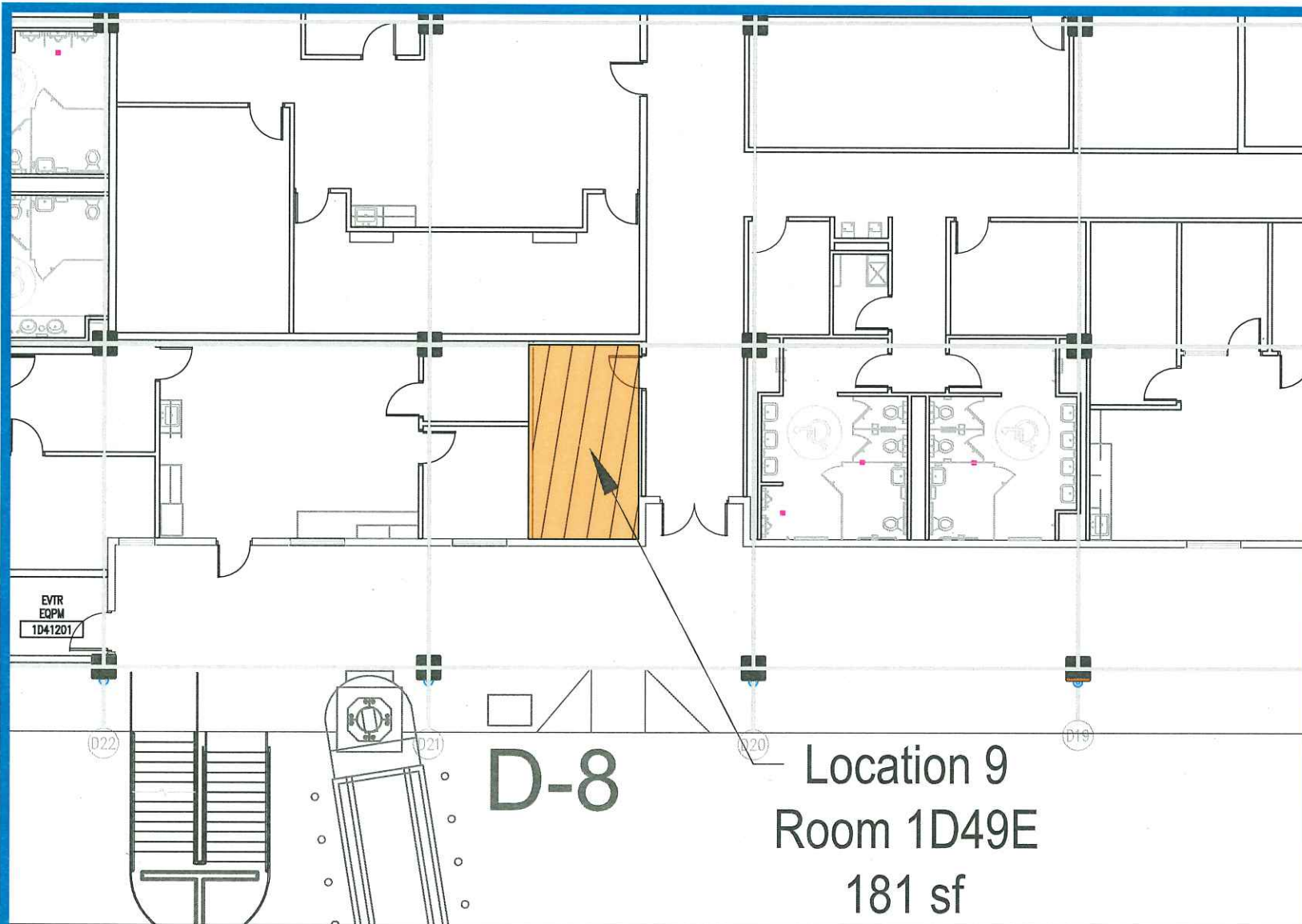
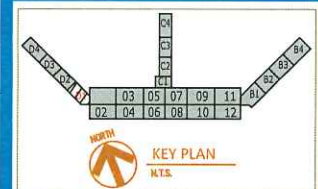
Midfield Terminal

Exhibit B-12
(Page 12 of 14)

First Floor
(Arrivals Level
Below Concourse D)

TSA
Location 9
Room 1D49E


Date: 1 - July - 2020



D-8

Location 9
Room 1D49E
181 sf

EXHIBIT B-12

 Leased Areas





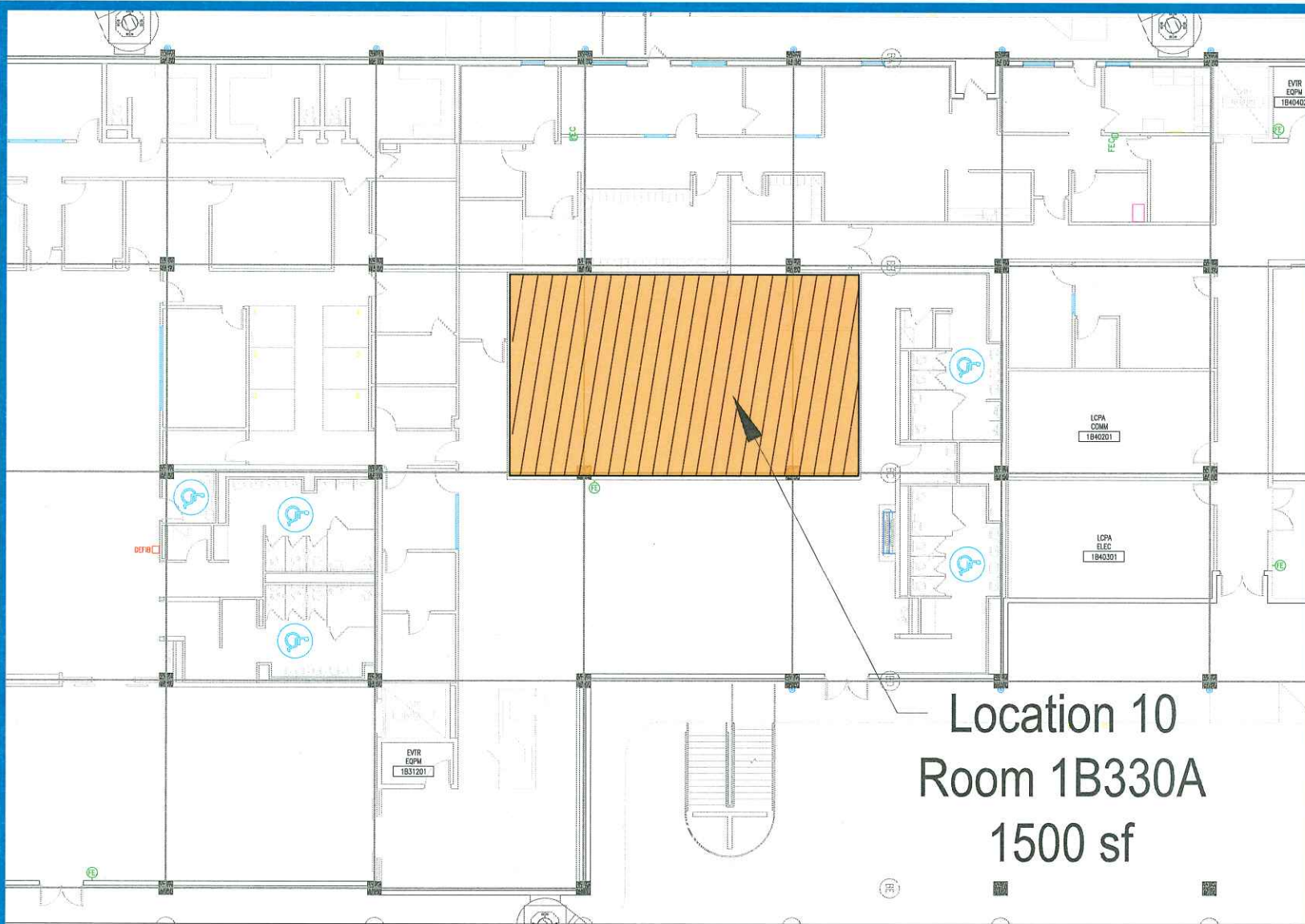
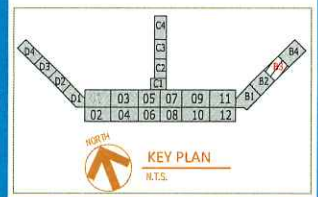
Midfield Terminal

Exhibit B-13
(Page 13 of 14)

First Floor
(Arrivals Level
Concourse B)

TSA
Location 10
Room 1B330A

Date: 1 - July - 2020



Location 10
Room 1B330A
1500 sf

EXHIBIT B-13
Leased Areas



Midfield Terminal

Exhibit B-14
(Page 14 of 14)

First Floor
(Arrivals Level
Below Concourse D)

TSA
Location 11
1D126 & 1D127

Date: 26 - March - 2020

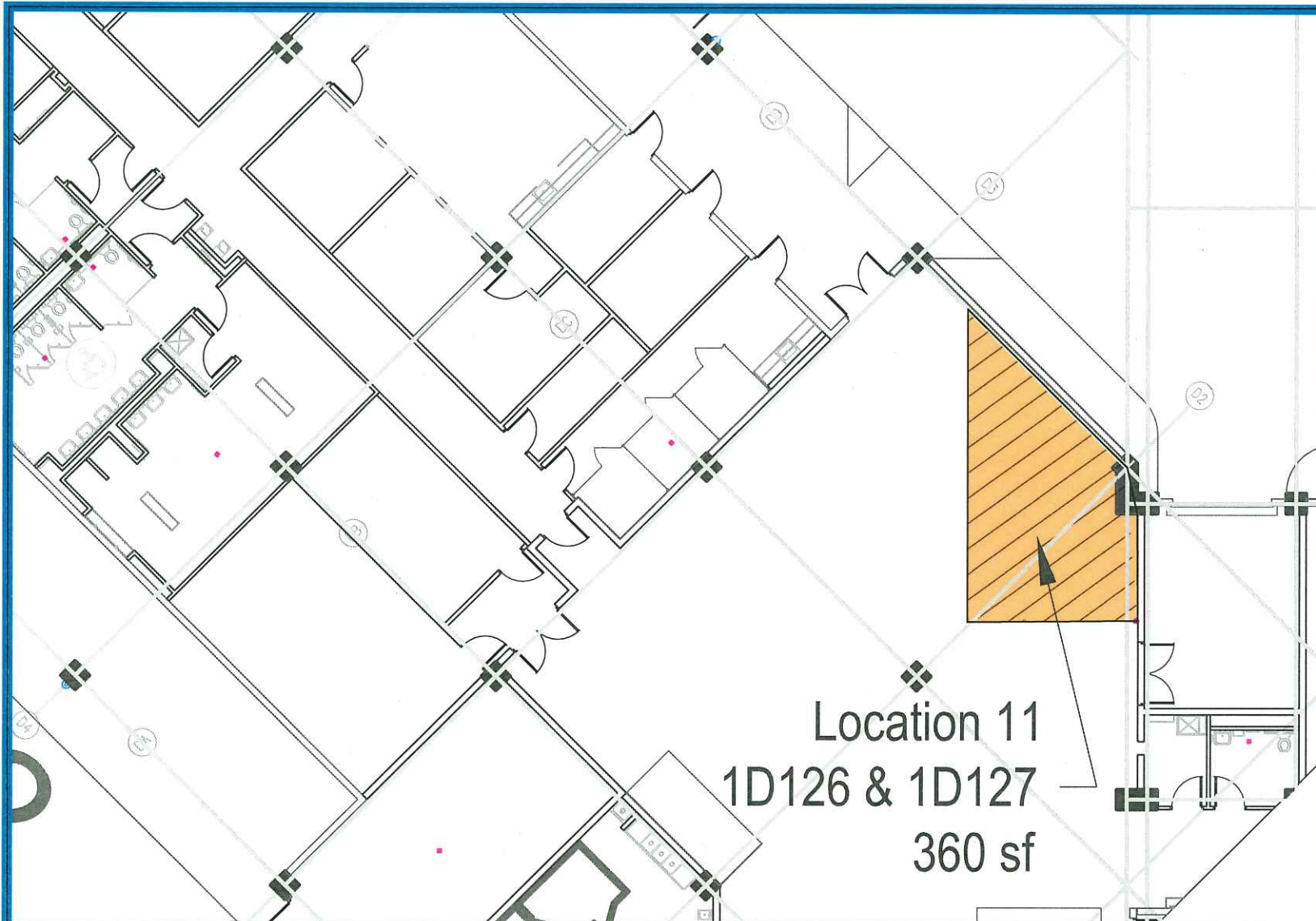

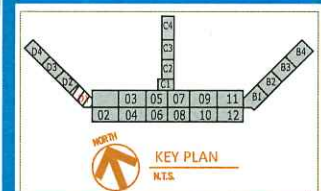


EXHIBIT B-14

 Leased Areas



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request board award Request For Bids No. 22-08NJD to COMCONEXX, LLC and PELICAN ELECTRICAL GROUP, INC. to perform low voltage cabling on an as needed basis at the unit prices bid.
2. **FUNDING SOURCE:** General Airport operating revenues collected during the normal operations of the Airport, account string VF5132541200.503460 Information Technology
3. **TERM:** 6 years from execution of agreement
4. **WHAT ACTION ACCOMPLISHES:** Authorizes staff to enter into agreements to provide low voltage cable installation and repair.

5. **CATEGORY:** 13.
Administrative Agenda

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

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

NAME Brian McGonagle

DIV. Administration

10. **BACKGROUND:**

LCPA IT is responsible for the installation, maintenance and repair of all low voltage communication cable outside of tenant leaseholds. Low voltage cable, including fiber optic and cat6 copper, and associated installation and repair services, will be performed at the Southwest Florida International Airport and Page Field and will include all labor, materials and other incidentals necessary to provide general repairs, emergency repairs, planned maintenance work and project work for small to medium projects. Specific services include, but are not limited to, performing inside and outside plant wiring, cable installation, and providing support and maintenance to ensure the connectivity needs of the Authority are met.

On December 1, 2021, the procurement office released Request for Bids 22-08NJD for low voltage fiber optic cabling and associated services for the Lee County Port Authority through Ionwave, the Authority's e-procurement system, directly sourcing 294 potential bidders. The RFB was also broadcast in the News-Press and posted to the Authority's website as well as through Airport Minority Airport Council and Airport Council International and Florida Airport Council sites.

On December 29, 2021, two bids were received from (in alphabetical order):

Comconexx LLC
Pelican Electrical Group Inc.

11. RECOMMENDED APPROVAL

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

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

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

Background (continued)

Multiple awards afford the Authority the ability to select from more than one source in order to ensure the availability of supply to meet current needs. The bids submitted by both companies were evaluated and deemed responsive, meaning the bidders submitted bids which conformed in all material respects to the requirements set forth in the RFB..

Staff recommends the Board approve the service provider agreements with Comconexx, LLC and Pelican Electrical Group for a six (6) year contract term. Services will be acquired on an as-needed basis. The annual cost for low voltage cable installation, maintenance and repair is estimated at \$80,000 annually or \$480,000 over the six year term.

Attachment:

1. BID RECEIVING and OPENING RECORD
2. RFB 22-08NJD LVC & Associated Services
3. Vendor Signed RFB 22-08 - Comconexx SPA
4. Vendor Signed RFB 22-08 - Pelican SPA



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

Receiving and Opening Record

Bid Number: 22-08NJD

Bid Title: Low Voltage Fiber Optic Cabling and Associated Services

Opening Date: December 29, 2021

Opening Time: 3:00 p.m.

Opened By: Nick Diaz, Senior Procurement Agent

Witnessed By: N/A

	BIDDER	COST
1	Comconexx, LLC	<u>Normal Working Hours:</u> \$68.00 (Yrs. 1-2), \$68.00 (Yrs. 3-4), \$75.00 (Yrs. 5-6) <u>Outside Normal Working Hours:</u> \$68.00 (Yrs. 1-2), \$68.00 (Yrs. 3-4), \$75.00 (Yrs. 5-6)
2	Pelican Electrical Group, Inc.	<u>Normal Working Hours:</u> \$54.80 (Yrs. 1-2), \$62.50 (Yrs. 3-4), \$72.00 (Yrs. 5-6) <u>Outside Normal Working Hours:</u> \$82.20 (Yrs. 1-2), \$93.75 (Yrs. 3-4), \$108.00 (Yrs. 5-6)
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Purchasing Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

REQUEST FOR BIDS (RFB) 22-08NJD

FOR

**LOW VOLTAGE FIBER OPTIC CABLING & ASSOCIATED SERVICES
at
LEE COUNTY PORT AUTHORITY**

DATED: 12/1/2021

PURCHASING OFFICE DESIGNATED CONTACT

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

NON-MANDATORY PRE-BID MEETING:

Thursday, December 9, 2021 11:30 a.m. local time

Remote Meeting ID: meet.google.com/ctw-imsn-pdm

Phone Number: (US) +1 661-527-3149 | PIN: 897 898 223#

INQUIRIES & CLARIFICATION REQUESTS DEADLINE:

Wednesday, December 15, 2021 by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION INTO IONWAVE DUE DATE AND TIME:

Wednesday, December 29, 2021 prior to 3:00 p.m. local time

The opening of bids may be viewed through Google Meets

Remote Meeting ID: meet.google.com/yzx-wzfh-uwz

Phone Number: (US) +1 219-213-3771 | PIN: 628 609 548#

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 the services, as specified in this Request for Bids (RFB). Solicitation documents may be accessed at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the Purchasing Office.

PRE-BID MEETING

A non-mandatory pre-bid meeting has been scheduled with the date and time indicated on the cover page. The meeting will be conducted remotely through Google Meets. Potential Bidders are encouraged to attend the Google Meet. The purpose of this meeting is to discuss the requirements and objectives of this RFB. Attendees must have the ability to communicate with the Authority at this meeting in order to provide a company and representative name for the attendance register and to also be able to ask questions or request clarifications. The Pre-bid meeting can only be attended remotely through Google Meets. **The link to the meeting is indicated on the cover page of the RFB.**

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 date and time indicated on the cover page. All inquiries, suggestions or requests pertaining to this RFB must be made in writing and submitted in IonWave under the “Questions” tab. This deadline has been established to maintain fair treatment for all potential Bidders, while ensuring an expeditious selection process.

PUBLIC RECEIVING AND OPENING OF BIDS

The Authority is accepting bids submitted electronically in IonWave until Wednesday, December 29, 2021, before 3:00 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.

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 submitted in IonWave under the "Questions" tab 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 RFB 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/sub-consultants, 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 (“Agreement”) 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:

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 successful 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;

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;

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; and

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 it has received a public records request 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 the 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 the 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 the 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.flylepa.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 Bidders 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 Bidders 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 Bidders 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 Bidders, 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 Bidders. Delivery of the fully executed Agreement to the successful Bidders constitutes the Authority's approval to be bound by the successful Bidders' 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.**

Compensation to successful Bidder:

1. Labor Rates
 - a. Hourly Labor Rate bid must be inclusive of overhead and operating expenses such as costs for proposals, quotes, permitting, billing and other clerical work. No additional compensation will be paid for time spent on general conditions or overhead and operating costs in relation to work scope to be performed.
 - b. No additional compensation will be paid for travel
 - i. Costs related to travel to the work site must be included in the hourly rate
2. Parts, materials, subcontractors, and rental equipment rental rate
 - a. A fixed seven percent (7) mark-up over Bidder's cost will be assessed for all parts, materials, subcontractors, and equipment rentals required to complete the scope of work
 - b. Prior Authority authorization for equipment rentals with estimated timeframe must be approved by the Authority

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 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.02 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 and approved 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 three years (3) prior to the date the bid is due.

Complete and accurate reference information must be provided where indicated on the Bid Form. The Authority will contact references to verify Bidder has been in continuous operation providing the services that are subject of this RFB for a minimum of three years.

B.03 BASIS OF AWARD

As long as bids are within competitive range, the award will be made to up to three (3) responsive and responsible Bidders having the lowest hourly rate for normal working hours, respectively.

The lowest, responsible Bidder will 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 that 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.04 BID PRICES

All bid prices submitted in response to this solicitation must be fixed, firm net pricing and will remain firm for the term of the Agreement.

All bid prices submitted in response to this solicitation must include labor, travel, materials, equipment, and any incidentals that will be needed to perform the work specified in the solicitation documents.

Pricing Structure: The successful Bidder agrees to supply the Authority the items and/or services based on the below price structure:

1. Labor and/or specific services unit prices must remain fixed for the entire term of Agreement.
2. The successful Bidder's percent mark-up over its cost for parts, materials, rentals and sublet/subcontracted services is defined as seven percent (7%) and will remain fixed for the term of the Agreement.

B.05 TERM OF AGREEMENT

The Authority intends to enter into an Agreement with the successful Bidder(s) to provide goods and services on an as-needed basis for a period of six (6) years.

B.06 QUALITY GUARANTEE / WARRANTY

The successful Bidder will guarantee material and workmanship without disclaimers, to include all parts and labor, for a minimum of twenty four (24) months from the date of final acceptance by the Authority. Bidders must acknowledge quality and warranty provisions on Form 2: Official Bid Form with submission.

If any product utilized 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 Authority reserves the right to reject any or all materials, if in its sole judgment and discretion, the material or item in question reflects unsatisfactory workmanship or manufacturing or shipping damage. The successful Bidder will be required to issue a refund to the Authority, any money which has been paid for rejected materials or items.

The prices bid must 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.

B.07 SITE CONDITIONS

The successful Bidder(s) and its subcontractors are responsible for removing all debris from and around all work areas and cleaning all affected areas. The successful Bidder(s) 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.08 SAFETY AND SITE SECURITY

The successful Bidder(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 successful Bidder(s) 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 successful Bidder(s) and subcontractor(s) must place barricades and/or post signage warning against hazards in and around the work site(s), or furnish acceptable barriers, enclosures, or similar protective measures as determined necessary and appropriate by the Authority.

The successful Bidder(s) are responsible for site security and is required to protect the site from unwanted intrusion.

B.09 INVOICING

Invoices must contain sufficient details of services performed. No invoicing will be accepted in advance of completion of the work being invoiced.

Authority and successful Bidder(s), collectively, will develop a punch-list of items required to be completed, replaced and/or repaired to render final, satisfactory and acceptable completion of services before final invoice will be accepted.

Invoices must include purchase order number, SOW number, job location and description. All invoices must be accompanied by any completed permits with applicable sign-offs, and related task or closeout documents. All successful Bidder invoices/receipts are to be legible and clear to read. Authority must be invoiced in a timely manner upon completion of project.

All invoices to the Authority must be itemized and reflect the actual work performed. Invoice details must include:

1. Location and work description
2. Line item for number of work hours with labor time sheets by employee attached to the invoice
 - a. Labor time sheets are to be legibly signed and filled out by the successful Bidder's employee that worked at the job
 - b. Authority will not compensate for labor with no labor time sheets attached

3. Line item for total dollar amount of all materials and parts with all invoices attached to reconcile the materials cost
 - a. Authority will not compensate for part/materials without proof of successful Bidder's cost attached.
4. Line item for subcontracted services and rentals with all invoices attached to reconcile the costs
 - a. Authority will not compensate for subcontracted services and/or rental equipment without proof of successful Bidder's cost attached
5. Line item for mark-up for parts, materials, subcontracted services and/or rental equipment
6. Updated Statement of Work form attached with actuals and signed by both the Authority Representative and successful Bidder
7. Invoicing will not exceed purchase order amount or scope of work listed without written approval from the Authority
8. Conditions for Final Acceptance
 - a. Authority will authorize payment upon 100% completion and acceptance of work
 - b. All work will require an Authority inspection and signoff prior to acceptance
 - c. The successful Bidder will deliver the following support documents to the Authority
 - i. Cable test results
 - ii. All drawings and documentation, as applicable

B.10 PERMITS

The Bidder must obtain all necessary permits. The Authority will reimburse the successful Bidders the actual cost of permits obtained upon evidence of the amount and date paid to the permit-issuing authority.

B.11 SUBCONTRACTOR LIST

Upon request by the Authority, Bidder(s) must submit a list of all subcontractors to the Authority within forty-eight (48) hours, if requested by the Authority.

If the Authority has reasonable objection to any proposed subcontractor, the Authority may request an acceptable substitute subcontractor without an increase in the price(s) proposed. If the Bidder(s) declines to make any such substitution, the Authority has the right to reject the Bidder's submittal package and consider the next lowest Bidder. Any subcontractor so listed and to whom the Authority does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Authority.

B.12 UNIFORMS

The Bidder's and subcontractors' 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.13 PARKING

Parking area(s) for the Bidders' and subcontractors' 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.14 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE

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

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.15 CONFIDENTIAL SECURITY PROGRAMS

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

[END OF PART B]

[Remainder of page intentionally left blank]

PART C SCOPE OF SERVICES

C.01 PURPOSE

The Lee County Port Authority (Authority) invites the submission of bids from interested and qualified, and properly licensed Bidders to provide materials and labor for low voltage cabling and associated services which will include, but is not limited to, new copper and fiber cabling infrastructure and electrical work inclusive of all materials, equipment, construction, electrical, fire-stopping, terminations, testing, labeling, record updates and necessary communication required to make a project fully operational, ready for use, in accordance with the Statement of Work for the Authority at Southwest Florida International Airport (RSW) and Page Field Airport (FMY). The Authority intends to enter into an Agreement with up to three (3) Bidders to provide these services.

C.02 STATEMENT OF WORK

The successful Bidder is responsible for scheduling and coordinating all services requested and authorized by the Authority through a Statement of Work (SOW). The SOWs will be issued to the successful Bidders in the format included herein as Exhibit A. At the request of the Authority, the successful Bidders must submit all of the following for each SOW:

- Scope of Work – must include proposed materials and methodologies conforming to the specifications in Exhibit B, LCPA IT Department Low Voltage Cabling Design and Installation Standards
- Schedule – will be agreed upon and approved by Authority
- Drawings or floor plans
- Discussion of the method of operation, type of equipment, key personnel and subcontractors (if any)
- How quality of materials and workmanship will be established and maintained
- Any additional design requirements
- Special considerations
- Units of work with detailed itemized labor hours and unit costs per each item

The SOW will establish a not-to-exceed cost for the work to be performed. The not-to-exceed cost on each SOW will have a ceiling of \$100,000 and will be based on the actual hours needed to accomplish the work multiplied by the hourly rates of the personnel performing the work, plus any rental equipment, material, or subcontractor costs identified on the SOW along with the fixed mark-up rate.

The successful Bidders are expected to perform services required pursuant to the SOW 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. Successful Bidders 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 establish liquidated damages per task. If established, liquidated damages will be assessed in the event of the successful Bidders' inability to perform services in accordance with the approved SOW.

C.03 REQUIRED SERVICES

As requested by the Authority, the successful Bidder(s) will furnish and perform services on an as-needed basis during the term of the Agreement. The scope of work to be provided pursuant to any resulting Agreement will include, but may not be limited to, inside plant wiring, outside plant wiring, cabling installation, support, and maintenance to ensure the connectivity needs of the Authority are met.

Services will be performed at the Southwest Florida International Airport (RSW) and Page Field Airport (FMY) and will include all labor, overhead and profit, materials, equipment, supervision, tools, accessories, apparatus, methods, expertise, incidentals, fire-stopping, terminations, testing, labelling, record updates, logistical planning and communication resources, and services as specified herein and normally expected to satisfactorily perform authorized work. As-needed general repair and project services may include:

- Emergency repairs
- Planned maintenance work
- Project work for small to medium projects

Successful Bidder(s) will furnish, on an as-needed basis, services to include, repairs to restore existing infrastructure to a functional condition and work to perform preventative or corrective action necessary to maintain 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 successful Bidder(s) or the successful Bidder(s) may coordinate, manage and oversee subcontractors responsible for performing the services.

All work will be required to be completed by the dates specified in the Statement of Work approved by the Authority (Exhibit A).

The successful Bidder(s) will be required to maintain suitable levels of qualified staff to satisfactorily perform the work requirements and adhere to the standards specified in Exhibit B - LCPA IT Department Low Voltage Cabling Design and Installation Standards, attached.

The successful Bidder(s) may be required to perform multiple cabling tasks for various airport projects simultaneously, working within the time frame established in the Statement of Work for each task approved by the Authority and agreed to by the successful Bidder(s).

Services may include miscellaneous general small and medium projects that need to be completed quickly, or that are required to be performed quickly in response to emergency situations, and multiple projects intended to supplement and support overall facility infrastructure at the Southwest Florida International Airport (RSW) and Page Field Airport (FMY).

The successful Bidder(s) is responsible to ensure it has complete information to submit the not-to-exceed pricing for the work to be performed through an approved Statement of Work.

No work is to be performed without an approved Statement of Work issued by the Authority.

C.04 SERVICE REQUEST RESPONSE TIME

The Authority will contact successful Bidder and describe the nature of the work required.

At the Authority's request, the successful Bidder must respond via email or phone call within three (3) hours in the event of **emergency** (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-emergency** services, the successful Bidder must respond via email or phone call within one (1) business day. In the event rework is required, successful Bidder is required to complete all work within thirty-six (36) hours.

- Work will be accomplished during Monday through Friday, excluding Authority recognized holidays, between the normal working hours of 7:00 a.m. ET and 5:00 p.m. ET. However, there may be occasions that the successful Bidder may be required to perform work outside of normal working hours.
 - Emergencies and after-hours emergency calls, as approved by the Authority in writing, including Authority recognized holidays, will be billed to the Authority at a time and one-half (1 ½) times the labor rate submitted on the bid form with a two (2) hour minimum or actual job time, whichever is greater
 - Successful Bidder performing work on weekends and holidays without written direction from the Authority will be compensated at the standard labor rate
- Emergency response time required to report to Authority site to perform emergency services must not exceed (2) hours

If the successful Bidder proposes the use of subcontractors to perform any of the work, in addition to the scope, schedule and quote, the successful Bidder is required to indicate the type and percentage of work to be performed. The Authority reserves the right to object to the use of any subcontractor or supplier. In the event the Authority has a reasonable objection to a subcontractor or supplier, the successful Bidder and Authority will discuss the objection and determine an appropriate course of action.

C.05 CONDITIONS

The services to be provided will be provided pursuant 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, insurance, and certifications are current and active prior to retaining the services of a subcontractor to perform services
- Obtain permitting, if necessary, to complete the authorized work before beginning services pursuant to any authorized Statement of Work and schedule permit inspections, as applicable

- Ensure accurate and adequate, invoice documentation
- 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

C.06 POINT OF CONTACT/PROJECT MANAGER

The successful Bidder must designate a qualified primary direct employee who will serve as its Project Manager for the Authority under the contract resulting from this RFB. The successful Bidder's Project Manager will be responsible for the timely provision of all services, and will serve as the single point of contact for the Authority for activities relating to the Agreement. The successful Bidder'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 tasks, and must be available throughout the term of the Agreement.

Please include the contact information the designated Project Manager on the appropriate line items of Form 2.

C.07 PERSONNEL AND SUPERVISION

The successful Bidder must furnish competent, fully trained, and licensed personnel consisting of qualified 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 successful Bidder 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 successful Bidder will notify the Authority in writing of any changes in personnel assigned to perform work under this Agreement.

C.08 OBSERVATIONS BY THE AUTHORITY

On-site observation and monitoring of work being performed in accordance with a Statement of Work will take place at the discretion of the Authority. The Authority will inspect, monitor and/or review work as determined necessary and appropriate. The Authority must accept all work prior to submission of any invoice.

C.09 SERVICE DEFICIENCIES

The Authority will advise the successful Bidder'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 successful Bidder and/or subcontractor personnel and not immediately corrected, as deemed appropriate by the Authority's representative
- Failure by the successful Bidder to take any action in the time frame stated by the Authority at the time the service deficiency was reported the successful Bidder by the Authority
- Failure of the successful Bidder to acquire task or project sign-off from the Authority's designated representative

[END OF PART C]



PART D
INSURANCE, INDEMNIFICATION AND BOND REQUIREMENTS

All Bidders should furnish proof of acceptable insurance. A copy of the Bidder’s current insurance certificate or a statement from the 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 Bidders. The successful Bidders 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 successful Bidders. 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 Bidder 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.

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 Bidders must provide the following types of insurance with minimum limits as indicated:

Worker’s Compensation Employer’s Liability	Florida Statutory Coverage	
	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Each Employee/Disease

This insurance must cover the successful Bidders (and, to the extent they are not otherwise insured, their 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 Bidders 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 Bidders 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 Bidders 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 Bidders are 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 Bidders fail to provide the requisite notice, the Authority may terminate any Agreement(s) with the successful Bidders.

Subcontractor’s requirement

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

Sovereign Immunity

The successful Bidders understand and agree that by entering an Agreement with successful Bidders, 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 section 768.28, Florida Statutes 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 Bidders 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 Bidders, or anyone performing any act required in connection with performance of any Agreement awarded pursuant to this RFB.

The successful Bidders represent that they know 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 Bidders 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 successful Bidders' 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 Bidders' 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 successful Bidders to the Authority as contained in the bid and any negotiated Agreement(s), and these obligations survive termination or the completion of the services contracted for, whether partially or fully performed.

Bid Guaranty and Bond Requirements

The following bonds and performance and payment guarantees will be required on a per task basis at the request of the Authority for projects that are complex and valued at certain amount:

Payment Bond: The Payment Bond assures that the successful Bidders will promptly pay in full all bills and accounts for material and labor used in connection with the work in accordance with the terms of the Agreement.

The Payment Bond, satisfactory to the Authority, must be submitted within fifteen (15) calendar days from the date of acceptance of the Statement of Work by the Authority.

Pursuant to section 255.05(1)(b), Florida Statutes, prior to commencement of the agreement, the successful Bidders will be responsible for and bear all costs associated to record the Payment Bond with the Lee County Clerk of the Circuit Court.

A certified copy of the recording must be furnished to the Purchasing Office upon filing.

Performance Bond: The successful Bidders shall demonstrate, via written confirmation from an authorized bonding agency submitted with the Bid, the ability to obtain a Performance Bond payable to the Lee County Port Authority Board of Port Commissioners for any requested Statement of Work, within fifteen (15) calendar days of an approved Statement of Work by the Authority. The cost of such Performance Bond, should it be necessary, will be eligible for reimbursement, as a direct pass through without mark-up applied. 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 successful Bidders in accordance with the Agreement, for a specific task as deemed required by the Authority in the sole discretion of the Authority.

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 until the task is successfully completed and the warranty/guarantee period has lapsed. Failure to maintain the performance bond is cause for termination of the Agreement.

Customs Bond: The successful Bidders shall demonstrate, via written confirmation from an authorized bonding agency submitted with the Bid, 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 mark-up 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.

To be acceptable to the Authority, a Surety must comply with the following minimum provisions:

- a. All Sureties must be admitted to do business in Florida and all bonds must be submitted on the exact forms contained within the contract documents.
- b. Attorneys-in-Fact who sign bid bonds or payment and performance must file with such bond a certified copy of their Power of Attorney to sign such bond.
- c. Agents of surety companies must list their name, address and telephone number on all bonds. A Florida registered agent must sign all bonds.
- d. Surety must have twice the minimum surplus and capital required by the Florida Insurance Code at the time of bid solicitation.
- e. Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.
- f. Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds.

Sureties rated through A.M. Best shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company. Further, surety must have fulfilled all of its obligations on all other bonds previously given to the Lee County Port Authority or Lee County, Florida."

[END OF PART 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, Specification/Scope, 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 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

Notary Public – State of _____
 County of _____

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

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

 Printed typed or stamped commissioned name of Notary Public



FORM 2: OFFICIAL BID FORM (1 of 2)

BID NO. **RFB 22-08NJD**

BIDDER'S NAME: _____

BIDS ARE DUE ON: **WEDNESDAY, DECEMBER 29, 2021**

PRIOR TO **3:00 P.M. LOCAL TIME**

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

1. 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:

LOW VOLTAGE FIBER OPTIC CABLING & ASSOCIATED SERVICES

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

Category	Description	Years 1-2	Years 3-4	Years 5-6
Normal Working Hours	Hourly Labor Rate (\$ / hr.)			
Outside Normal Working Hours	Hourly Labor Rate (\$ / hr.)			

_____ **Acknowledgement of Quality Guarantee/Warranty provisions in Part B, B.06 (please check)**

_____ **Included Performance Bond and Customs Bond written confirmations from authorized bonding agency as stated in Part D (please check)**

2. Designated Project Manager Contact Information:

_____ FULL NAME

_____ EMAIL

_____ TITLE

_____ WORK ADDRESS

_____ BEST PHONE NUMBER



FORM 2: OFFICIAL BID FORM (2 of 2)

Each Bidder must demonstrate to the satisfaction of the Authority that the minimum qualifications set forth in Part B.02 have been met. Each Bidder must provide the information requested below. Up to date and current contact information is the sole responsibility of the Bidder. The inability to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the Bidder’s response and may affect the Authority’s determination of responsiveness.

3. Experience and References:

A. _____
 BIDDER FIRM NAME

_____	_____
REFERENCE COMPANY NAME	DOLLAR VALUE OF CONTRACT

_____	_____
REFERENCE CONTACT NAME	BRIEF DESCRIPTION

REFERENCE CONTACT TITLE

REFERENCE CONTACT PHONE #

REFERENCE CONTACT EMAIL

YEAR CONTRACT STARTED/COMPLETED

B. _____
 BIDDER FIRM NAME

_____	_____
REFERENCE COMPANY NAME	DOLLAR VALUE OF CONTRACT

_____	_____
REFERENCE CONTACT NAME	BRIEF DESCRIPTION

REFERENCE CONTACT TITLE

REFERENCE CONTACT PHONE #

REFERENCE CONTACT EMAIL

YEAR CONTRACT STARTED/COMPLETED



FORM 3: LOBBYING AFFIDAVIT

State of: _____

County of: _____

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

AFFIANT

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

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

(Serial or Commission No.)

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



FORM 4: PUBLIC ENTITY CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a) FLORIDA STATUTES

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

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

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

[Signature]

Notary Public

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ by means of physical presence or online notarization who produced the following as identification _____ (Type of identification) or is personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]



FORM 5: SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of submission of its RFB to provide goods and services to Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in section 287.135, Florida 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 _____

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:

Five horizontal lines for entering firm name and address.

(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:

Table with 2 columns: Project description, Began in 20__, Completed in 20__. Contains 5 rows of blank lines.

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

Five horizontal lines for entering location information.

(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:

Five horizontal lines for entering firm name and address.



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]

[END OF PART E]

[Remainder of page intentionally left blank]

Exhibit A

STATEMENT OF WORK (SOW) FORM

AGREEMENT #: _____ SOW#: _____ DEPT/DIV: _____ REQUEST DATE: _____

LOCATION OF WORK: _____

DESCRIPTION OF WORK: _____

PURCHASE ORDER #: _____ VENDOR: _____

AUTHORITY REQUESTED COMPLETION DATE: _____

*COLUMNS TO BE COMPLETED UPON COMPLETION OF WORK

LOCATION/ DESCRIPTION OF WORK	EST QTY & UOM	UNIT PRICE	EST EXTENDED PRICE	*ACTUAL QUANTITY	*ACTUAL EXTENDED PRICE
Labor					
Timeline for work:					
Est # of Employees:					
Materials					
Markup 7%					
Subcontractors					
Markup 7%					
Rental Equipment					
Markup 7%					
TOTAL SOW					
	ESTIMATED SOW		ACTUAL SOW		
	\$		\$		

*****Attach scope of work with identification of any subcontractors/tasks and rental equipment*****

PROJECT: START DATE: _____ COMPLETION DATE: _____

SOW Estimate Provided By:

SOW Estimate Accepted and Authorize Work:

Vendor's Signature

Authority Representative's Signature

Print Vendor's Name

Print Authority Representative's Name

BELOW TO BE COMPLETED UPON COMPLETION OF WORK – AUTHORITY REPRESENTATIVE CERTIFIES ALL WORK HAS BEEN COMPLETED, INSPECTED AND ACCEPTED.

AUTHORITY REPRESENTATIVE SIGNATURE

DATE OF ACCEPTANCE

VENDOR'S SIGNATURE

DATE

*****THIS COMPLETED FORM MUST BE SUBMITTED WITH ALL PAYMENT APPLICATIONS*****

Exhibit B

**LEE COUNTY PORT AUTHORITY
INFORMATION TECHNOLOGY DEPARTMENT
LOW VOLTAGE CABLING DESIGN AND
INSTALLATION STANDARDS**



MARCH 2021

1.0 INTRODUCTION

This document provides guidelines for the design and installation of low voltage cabling at the Lee County Port Authority (LCPA) facilities. This document focuses on the following:

- Pathways and Spaces for Communications Systems
- Communications Backbone Cabling
- Communications Horizontal Cabling

Design and installation of cabling and supporting hardware shall follow the most recent version of the LCPA cabling design and installation standards documents, as well as generally accepted industry standards, including the following:

- American National Standards Institute (ANSI)
- Americans with Disabilities Act (ADA)
- Building Industry Consulting Services International (BICSI)
- Federal Communications Commission (FCC)
- Insulated Cable Engineers Association (ICEA)
- Institute of Electrical and Electronics Engineers (IEEE)
- National Electrical Contractors Association (NECA)
- National Electrical Safety Code (NESC)
- National Fire Protection Association (NFPA)
- National Electrical Code (NEC)
- National Electrical Manufacturers Association (NEMA)
- Project Management Institute (PMI)
- Rural Utilities Service (RUS)
- Society of Cable Telecommunications Engineers (SCTE)
- Telecommunications Industry Association (TIA)
- Underwriters Laboratory (UL) or equivalent

2.0 DESIGN OF LOW VOLTAGE CABLING AND SUPPORT SYSTEMS

The proper design of the cabling systems and their support infrastructure for the LCPA is a critical step to ensuring that the cabling systems are installed properly. Particular attention

should be given to having the technology systems designer get involved with the architect and other systems engineers early in the process, specifically as it relates to pathways and spaces.

2.1 Qualifications

The cabling systems designer shall be a Building Industry Consulting Services International (BICSI) certified Registered Communication Distribution Designer (RCDD) with a minimum of (5) years experience in designing similar systems in the aviation industry.

2.2 Pathways and Spaces

For the various technology systems to operate properly, efficiently, and effectively, attention must first be paid to the pathways and spaces that will support these systems. Having the properly sized conduit, cable tray, chases, and sleeves, as well as the properly sized and located telecommunications rooms (TRs) is a critical step to ensure that the technology systems that will be installed inside and outside a building will function properly and will appropriately support the various groups occupying the building. This is a critical phase of the overall technology systems design and installation process.

2.2.1 Outside Pathways and Spaces

To facilitate the installation of new outside plant backbone cabling, a pathway will be required from an existing location (usually the closet manhole) to the building Main Telecommunications Room (TR). This will be accomplished by working with the Civil and Electrician Engineers to design a ductbank that consists of an appropriate number of 4-inch conduits directly into the Main TR. It is imperative that these pathways be sized correctly, providing a quantity that will support the installation plus at least (1) empty spare. Consideration should be given to the type of ductbank and conduits required (for example, does the ductbank need to be concrete encased).

To facilitate the installation of outside plant horizontal cabling (such as cabling that is be required to provide connectivity to devices around the building and property, including security cameras, wireless access points, emergency phones, etc.), an appropriately sized pathway will be required from each device location to the nearest TR. This is usually a 1-inch or 2-inch conduit, depending on how many devices need connectivity. It is important that this pathway extend all the way into the TR, not just stop inside the building, as code dictates that outside plant cables must be terminated within 50 feet of entering the building (if they are not in conduit) and transition to an indoor cable. If the conduit runs all the way to the TR, the outside plant cable can run all the way in this pathway without having to transition to an indoor cable.

Appropriately sized and located manholes (MH) and handholes (HH) shall be designed as part of the above pathway systems to allow for proper installation of cable, especially as it relates to maintaining cabling bend radii and pulling tensions. The technology systems designer shall appropriately coordinate with a Civil Engineer and Electrical Engineer to ensure that the above systems are properly designed and documented.

2.2.2 Inside Pathways and Spaces

For any new building, a new Main Telecommunications Room shall be designed (usually on the lowest level). The Main TR shall be sized to accommodate the outside pathways (defined above), as well as the core voice, data, security, etc. equipment that is usually needed to support the building. This TR is also often the local TR for the portion of the building in which it is located. Therefore, this Main TR is often 250 square feet or more. The designer shall work with LCPA and the architect to ensure that the Main TR is properly sized and located.

Throughout the rest of the building, new TRs shall be designed to provide termination points for cabling and associated equipment. These TRs shall be strategically located such that horizontal cables are no longer than 295 feet when completely installed and terminated. For design purposes, these TRs shall be a minimum of 100 square feet (10' x 10') depending on the footprint needed to support the required number of cables.

To facilitate the installation of cabling to the TRs, appropriately sized riser sleeves, chases, and cable trays shall be designed to route cables back to the serving TR to ensure that the cable distances are no longer than 295 feet. Furthermore, to facilitate the installation of cabling to each of the device locations throughout the facility, there shall be a 1-1/4-inch conduit from a double-gang box (with a single-gang ring) at each device location to the accessible ceiling. Where the ceiling is not accessible, the conduit shall be designed to the cable tray or all the way to the TR.

All TRs shall have appropriate ceiling lighting and HVAC. Lighting shall be provided in front of and behind racks. HVAC shall be able to maintain a temperature in the room of approximately 72o F. Conditioning of the air in the TRs shall be on a 24x7 basis. Power in these rooms is also critical. Convenience power outlets (20A 120 VAC) shall be designed for each wall designed around the room (usually 1 duplex outlet on each wall). Also, dedicated 20A and 30A circuits shall be designed for each telecommunications rack installed in each TR to support voice and data electronics. All power shall be on dedicated circuits. Furthermore, both power and HVAC supporting any voice and data equipment in the TRs shall be on

circuits that are connected to the backup generator for the building. The technology systems designer shall gather specific information on all equipment that requires power and gives off heat (i.e. network switches, UPSs, servers, gateways, etc.) and shall appropriately communicate this information to the Mechanical and Electrical Engineers to ensure that power and cooling are properly sized, located, etc.

2.3 Cabling System

The cabling supporting technology systems requirements for any LCPA building shall consist of a combination of backbone and horizontal cables of various cable types installed inside the facilities. As existing outside plant cables are to remain in place and operational, there will be no new outside plant cables. However, inside plant backbone (or riser) cabling consisting of optical fiber, copper, and coaxial cables will be designed to connect the new Main TR to the other new TRs in the building. It should be noted that temporary riser cables will likely be required from the new Main TR to the existing TRs on Levels 2 and 3 until the new Level 2 TRs can be established.

2.3.1 Outside Plant Backbone Cables

In order to connect any new facility to the LCPA voice, data, and / or cable television (CATV) networks, a variety of cables shall be considered. For voice, a multi-pair OSP copper cable (PE-89 type) shall be designed to connect the facility to the main voice node. The cable shall be terminated on both ends on building entrance terminals with surge protection modules. For data, the design shall consider what speeds (i.e. 10G, 25G, 40G, 100G) and how many connections the backbone optical fiber cables will need to support. This will dictate how many strands and what types of optical fiber cable are needed. Typically, to support data applications, only multi-strand OS2 singlemode (SM) optical fiber cables shall be designed to connect the building to the main data node. For facilities and security, additional singlemode (SM) optical fiber cables shall be designed. To support CATV systems, a hardline coaxial cable will likely need to be designed. The designer shall gather and confirm specific information on cable types, sizes, etc. with the LCPA during the design process.

2.3.2 Inside Plant Backbone (Riser) Cables

Inside the building, a combination of copper, fiber, and coaxial cables shall be designed to connect the Main TR to the other new TRs in the building. For data services, multi-strand SM optical fiber cable shall be designed from the Main TR to each of the other TRs, with an appropriate connector for each strand. These cables shall be designed to be installed in rack-mounted Corning Cassette style fiber housings using LC connector type terminations at the top of a data equipment rack and or wall mounted where necessary. For any analog voice

services, a multi-pair copper cable shall be designed from the Main TR to each of the other TRs. These cables shall be designed to terminate on each end on wall-mounted or rack-mounted 110-type termination blocks. To support CATV, an appropriate coaxial cable shall be designed to be installed in a homerun fashion from the Main TR to each of the other TRs. The appropriate transmitters, receivers, couplers, line extenders, and connectors shall be included to complete the design. The design shall also stipulate that all cables need to be appropriately tested and labeled per industry and LCPA standards.

2.3.3 Horizontal Cable

To support typical data requirements (including VoIP requirements), strategically located outlets consisting of two (2) 4-pair, 24 AWG, UTP plenum-rated copper cables (duplex data outlet) shall be designed to provide connectivity where designated. In typical offices, as well as open workstation locations, one (1) duplex data outlet shall be designed near the desk location. This configuration will be used throughout the building. Other data connectivity (appropriate quantity) shall support a variety of other spaces, including ticketing counters, gate counters, common spaces, etc. Copper cables (4-pair, 24 AWG, UTP plenum-rated) shall also be designed throughout the building to support wireless access point locations, as well as security camera locations. CATV (coaxial cable) connectivity shall also be designed in designated spaces that have a flat screen displays. All copper cables shall be designed to be appropriately terminated with jacks installed in a single-gang faceplate, wall-box, or floor box. All coaxial cables shall be designed to be appropriately terminated with an F-type connector installed in a single-gang faceplate. In the TRs, the copper cables shall be designed to terminate on rack-mounted, 48-port patch panels. The coaxial cables shall be designed to be terminated on wall-mounted F-type connectors. Appropriately sized (different lengths, colors, types, etc.) patch cords shall be included as part of the design for all patch panel ports in the TRs.

As stated above, all copper cables shall terminate on rack-mounted patch panels. Therefore, the design shall include a minimum of two (2) 7-foot cable and equipment racks in each TR that will house the patch panels and supporting network equipment. Each rack shall have both vertical and horizontal cable management. Ladder rack shall be used around the room to facilitate the routing of cables to the racks where they are terminated.

2.4 Grounding and Bonding

A telecommunications grounding system shall be designed in conjunction with the Electrical Engineers that provides a telecommunications main grounding bus bar (TMGB) in the Main TR and a telecommunications grounding bus bar (TGB) in each of the other TRs. The design shall specifically state that all backbone copper cables, racks, ladder rack, cable tray, etc. be appropriately grounded to the TMGB or TGB in

each TR and shall conform to TIA/EIA 607 standards.

2.5 Drawings and Specifications

For every cabling project, a complete set of telecommunications cabling (T-set) of drawings and associated Division 27 specifications shall be developed that are specifically coordinated with architectural, electrical, mechanical, and civil drawings, as well as with the LCPA. At a minimum, the drawings shall include the following sheets:

- Symbols and General Notes
- Site Plan
- Floor Plans
- Reflected Ceiling Plans (RCPs)
- Enlarged Telecommunications Room Layouts (including floor plans, RCPs, and rack elevations)
- Riser Diagram
- Installation Details

At a minimum, the specifications shall include the following sections (and any subsections per LCPA recommendations):

- 27 05 28 – Pathways for Communications Systems
- 27 11 00 – Communications Equipment Rooms
- 27 13 00 – Communications Backbone Cabling
- 27 15 00 – Communications Horizontal Cabling

2.5 LCPA Involvement During Design

During the beginning of the design process, the designer shall meet with the LCPA to review the project and gather and review specific cabling systems design standards. Furthermore, as drawings and specifications are being created throughout the design process, the cabling designer shall engage the LCPA to review the design documents.

2.6 Products

The products listed below are short description and list of the acceptable manufacturers to be used in the design of the cabling and supporting systems at the LCPA.

2.6.1 Pathways and Spaces for Communications Systems

- Cable tray:

- Shall be solid bottom tray or basket-type tray, depending on the environment.
- Shall be designed for open spaces outside of the TRs.
- Shall be sized to support the quantity of cables plus 50%.
- Shall, at a minimum, be 12-inches wide by 4-inches deep.
- Basis of Design: Chatsworth Products, Inc.

- Ladder rack:

- Shall be designed for inside TRs.
- Shall be sized to support the quantity of cables plus 50%.
- Shall have a minimum width of 12-inches wide.
- Basis of Design: Chatsworth Products, Inc. 10250-712 with all appropriate accessories (splice kits, angle brackets, bends, retaining posts, end caps, etc.)

- Cable supports:

- Shall be designed to support cables where tray is not provided.
- Shall be J-hooks or cable slings.
- Shall be appropriately sized for the number of cables, plus 50% growth.
- Basis of Design: Erico (J-hooks); Arlington (straps).

- Fire-rated sleeves:

- Shall be used when passing through fire-rated walls.
- Shall be appropriately sized using 40% fill.
- Basis of Design: Specified Technologies Incorporated (STI) EZ- Path; Hilti Speed Sleeve.

- Floor-mounted racks:

- Shall be 2-post, approximately 7 feet high by 19-inches wide (approximately 45 rack units) by a minimum of 6-inches deep.
- Shall have integrated vertical management.
- Basis of Design: Chatsworth Products, Inc.

- Vertical cable management: - Vertical cable management shall be provided with all racks. - The vertical managers shall be 6 inches wide on the ends and 10 inches wide between racks.

- Basis of Design: Chatsworth Products, Inc.

- Wall-mounted cabinets

- Shall be approximately 2 feet wide by 30-inches deep (min).

- Shall be a height that accommodates patch panels, switches, etc. plus 50% growth.
- Shall be lockable.
- Basis of Design: Chatsworth Products, Inc.
- TMGB / TGB:
 - Shall be specifically designed for telecommunications cabling with appropriate hole patterns.
 - Basis of Design: Chatsworth Products, Inc. 40153-012 (TMGB); 13622-012 (TGB).
- Ground wire:
 - Shall be #6 AWG stranded copper wire.
 - Shall have green plastic insulated sheath.
- Power distribution units:
 - Shall be either 208V or 110V.
 - Shall be either vertical or horizontal.
 - Shall be metered.
 - Shall have an attached minimum 10-foot input cable.
 - Shall have C19 and/or C13 outlets.
 - Shall have a network interface.
- Basis of Design: Eaton EMI104-10; EMIT05-10; EMAT08-10; EMI101-10

2.6.2 Communications Backbone Cabling

- Outside plant copper backbone cable:
 - Shall be rated for outside plant environments (PE-89).
 - Shall be sized per the project requirements.
 - Basis of Design: Superior-Essex
- Outside plant optical fiber backbone cable:
 - Shall be rated for outside plant environments or indoor / outdoor environments.
 - Shall be OS2 singlemode.
 - Shall be sized per the project requirements.
 - Basis of Design: Corning Altos (outdoor); Corning FREEDM (indoor/outdoor); Siemon LightSystem 9F (outdoor); Siemon LightSystem 9GD (indoor/outdoor)
- Inside plant copper riser cable:
 - Shall be plenum-rated.
 - Shall be a minimum of 25-pair, Category 6.
 - Basis of Design: Superior-Essex

- Inside plant optical fiber riser cable:
 - Shall be OS2 singlemode
 - Shall be sized per the project requirements.
 - Basis of Design: Corning MIC; Siemon LightSystem 9BB
- Optical fiber housings:
 - Shall be 1 rack units, 2 rack units, 4 rack units, depending on the number of fiber cables to be terminated.
 - Shall be sized to include 50% growth.
 - Shall be rack-mountable and support fiber splice cassettes.
 - Basis of Design: Corning CCH Pigtailed Splice Cassette housing CCH-04U, CCH-02U, CCH-01U, Corning Edge; Siemon LightStack LS
- Optical fiber connectors:
 - Shall be LC.
 - Basis of Design: Corning Unicam; Siemon LightBow; or fusion spliced pigtails.
- Optical fiber patch cords:
 - Shall be duplex LC-LC with push/ pull sleeve action to secure and unsecure cable to high-density fiber housings.
 - Basis of Design: Siemon LC BladePatch (LBP-LCULCUL-01, LBP-LCULCUL-02, LBP-LCULCUL-05)

2.6.3 Communications Horizontal Cabling

- Category 6 horizontal copper cable
 - Shall be 4-pair UTP
 - Shall be plenum-rated unless otherwise noted
 - Shall be the color designated by LCPA
 - Basis of Design: Siemon System 6 UTP (9C6P4-E3)
- Category 6A horizontal copper cable
 - Shall be 4-pair UTP
 - Shall be plenum-rated unless otherwise noted
 - Shall be the color designated by LCPA
 - Basis of Design: Siemon Category 6A UTP (9C6P4-A5)
- Category 6 Jacks
 - Shall be 8-position, 8-conductor modular jacks
 - Shall be the color designated by LCPA
 - Basis of Design: Siemon MX6
- Category 6A Jacks
 - Shall be 8-position, 8-conductor modular jacks

- Shall be the color designated by LCPA
- Basis of Design: Siemon Z6A
- Faceplates
 - Shall be ivory unless otherwise stated by LCPA
 - Shall be sized to accept up to (4) jacks.
 - Basis of Design: Siemon MAX MX-FP-S-XX
- Category 6 patch panels
 - Shall be 24-port or 48-port
 - Shall be fully populated with jacks
 - Shall have sufficient ports to provide at least 15% growth
 - Shall have a paired punch down sequence to allow the pair twists to be within 1/2-inch of the termination
 - Shall be rack-mountable
 - Basis of Design: Siemon HD6-24 (24-port); HD6-48 (48-port)
- Category 6A patch panels
 - Shall be 24-port or 48-port
 - Shall be fully populated with jacks
 - Shall have sufficient ports to provide at least 15% growth
 - Shall have a paired punch down sequence to allow the pair twists to be within 1/2-inch of the termination
 - Shall be rack-mountable
 - Basis of Design: Siemon Z6A-PNL
- Horizontal cable managers
 - Shall be 2 rack units
 - Shall have D-type rings for management of patch cords
 - Basis of Design: Chatsworth Products, Inc.

3.0 INSTALLATION OF LOW VOLTAGE CABLING AND SUPPORT SYSTEMS

Having the proper installation crews with the proper experience is key to ensuring that the cabling plant is installed per the design documents and the other related requirements of the project. Particular attention should be given to the qualifications and experience of the on-site person in charge of the installation crew(s) (foreman), as well as the qualifications and experience of the support personnel.

3.1 Qualifications

The cabling contractor shall have the following qualifications:

- a BICSI-certified RCDD on staff with a minimum of (5) years experience in managing similar systems

- an experienced on-site foreman with a minimum of running (5) successful installation projects
- at least (2) BICSI-certified installers on the installation team
- a certification with The Siemon Company as a Siemon Certified Installer (CI) with the ability to provide a twenty (20) year Siemon Cabling System warranty
- certification with Corning with the ability to provide a Corning-backed extended warranty

References and certifications for all of the above shall be provided to the LCPA prior to the cabling contractor being contracted to do work.

3.2 Warranties

All materials and workmanship shall be warranted to be free from defects for a period of one (1) years following acceptance by the LCPA.

As stated above, the cabling contractor shall provide extended manufacturers' warranties for the cabling and associated connectivity products that are installed.

3.3 Submittals

Prior to being contracted, proof (certificate) of BICSI-certified RCDD and BICSI-certified installers shall be submitted to LCPA.

Prior to being contracted, proof (certificate) that the contractor is a certified installer of the cabling system specified with the ability to provide extended manufacturers' warranties shall be submitted to LCPA.

Prior to purchase and installation of any products that are associated with any project, the contractor shall submit manufacturers' data sheets (cut sheets) for all proposed products to be installed. LCPA shall be given at least 2 weeks to review and comment (accept or re-submit) on the cut sheets submitted. All cut sheets shall be approved prior to any products being purchased or installed.

When the project is complete, the contractor shall submit as-built drawings, cable test results, and warranty information to the LCPA.

3.4 Installation of Pathways and Spaces Products

The installation requirements listed below describe the minimum requirements for each project associated with the communications pathways and spaces. The cabling contractor shall provide all equipment, materials, labor, and services necessary to complete or perfect all parts of the pathways and spaces supporting technology

cabling and to ensure that they are in compliance with requirements stated or reasonably inferred by the contract documents, the construction drawings, and the project specifications.

All pathways and associated equipment shall be installed in a neat and workmanlike manner. All methods of construction that are not specifically described or indicated in the contract documents shall be subject to the control and approval of the LCPA or its representative. Equipment and materials shall be of the quality and manufacture indicated.

- Cable tray and ladder rack:

Outside of the TRs, cable trays shall be installed as shown on the drawings. If the routing of the tray needs to deviate because of conflicts with other systems, this shall be immediately brought to the attention of the LCPA and its representative. Proper clearances shall be maintained (minimum of 6 inches above and to one side for access). If issues arise with maintaining clearances, they shall be immediately brought to the attention of the LCPA and its representative.

Inside the TRs, ladder rack shall be installed to facilitate the routing of cables to the racks. Exact routing of tray as shown may not be required. Rather, slight variations from what is shown on the drawings is acceptable, as long as the intent to appropriately support the large bundles of cable is provided and routing does not provide inappropriate cable lengths between the device locations and the serving telecommunications room. Exact location of trays shall be verified with the designer prior to installation.

All cable tray and ladder rack shall be appropriately grounded.

- Cable supports:

Wherever cable tray, conduit, or other designated telecommunications cabling pathway is not present, the contractor shall provide cable supports installed a maximum of 60 inches on center. Ceiling ties and rods shall not be used to hang cable or cable supports. Cables shall be installed at least 3 inches above the ceiling and shall not touch the ceiling. Supports shall be loaded per the manufacturer's recommendation. Where cable quantities require it, hangers shall be provided side-by-side or stacked on a common bracket. Do not install cables loose above lock-in type, drywall or plaster ceilings.

- Fire-rated sleeves:

Fire-rated sleeves shall be installed through walls where cable tray would otherwise route (do not install cable tray through walls). Furthermore, fire-rated sleeves shall be installed in fire-rated walls, as needed, per the manufacturer's

instructions.

- Floor-mounted racks and wall-mounted cabinets:

In each TR, racks shall be installed as shown on the drawings. Once the rack locations have been verified by the LCPA, the racks shall be appropriately leveled and anchored to the floor. The racks shall be further supported by the installation of ladder rack and shall be appropriately grounded.

- Ground wire:

All metallic equipment racks, conduits, cable tray, ladder racks shall be appropriately bonded to the TMGB or TGB. The shield of shielded cable shall also be bonded to the ground bar in the communications rooms and spaces.

- Power distribution units:

PDU's shall be installed in the rack that has the fiber housing. The exact location of the PDU's in the racks shall be confirmed with the owner or owner's representative prior to their installation.

3.4.1 Fire Stopping

Once all pathways are installed and after the cable installation is complete, the cabling contractor shall fire stop all sleeves, conduit openings, cable tray openings, etc. with an appropriate fire stop material rated for the particular application. This shall include all telecommunications cabling openings, whether they have been used or not.

3.5 Installation of Communications Backbone Cabling Products

The installation requirements listed below describe the minimum requirements for each project associated with the communications backbone cabling and supporting hardware. The cabling contractor shall provide all equipment, materials, labor, and services necessary to complete or perfect all parts of the communications backbone cabling system and to ensure that they are in compliance with requirements stated or reasonably inferred by the contract documents, the construction drawings, and the project specifications.

- Backbone and riser cables:

All backbone cables shall be of the size and type specified on the drawings. The contractor shall be responsible for verifying that pathways are ready for occupancy prior to cable placement. Contractor shall assume responsibility for any difficulties or damage to the cable during placement. The contractor shall adhere to all manufacturers' requirements regarding pulling tension, allowable lubricants, and bending radius. Pulling tensions shall not exceed those recommended by the cable manufacturer. Use a line tension meter during cable

pull to provide accurate measurement of the force exerted on a cable as it is installed. Cables shall be watched and inspected for sheath defects, as they are payed off the reel. Pulling operation shall be stopped and the LCPA shall be notified if a defect or any other irregularity is found.

Placement of cables shall conform to industry standards with regard to anchoring, cable support and separation from other facilities. Cables and innerduct (if used) shall not sag or droop, but shall be installed so as to maintain a flat plane with smooth transitions from one level or direction to another. When terminating backbone cables to walls in the TRs, the contractor shall make every effort to conserve wall space. All cables shall be neatly “dressed” in telecommunications rooms.

Copper backbone and riser cables shall be installed through riser sleeves that connect stacked TRs. If TRs are not stacked, cables shall be installed in conduits, chases, cable tray, etc. as defined on the design drawings and in the specifications. Once in the TR, copper riser cables shall be routed to the designated rack and terminated. A 10’ service loop shall be maintained on both ends. Once the service loop has been established the copper cables will be terminated on a rack-mounted 24-port patch panel, one pair per port (pair 25 coiled). Once terminated, all multi-pair copper riser cables shall be appropriately labeled, tested, and documented.

Optical fiber backbone and riser cables shall be the size indicated on the drawings. Fiber riser cables shall be installed through riser sleeves that connect stacked TRs. If TRs are not stacked, cables shall be installed in conduits, chases, cable tray, etc. as defined on the design drawings and in the specifications. Once in the TR, a 15’ service loop shall be maintained on both ends. Once the service loop has been established, the fiber riser cables shall be routed to the designated rack and terminated in optical fiber housings. Once terminated, all fiber riser cables shall be appropriately labeled, tested, and documented.

Coaxial backbone and riser cables shall be the size indicated on the drawings. Fiber riser cables shall be installed through riser sleeves that connect stacked TRs. If TRs are not stacked, cables shall be installed in conduits, chases, cable tray, etc. as defined on the design drawings and in the specifications. Once in the TR, the coaxial cables shall be secured to the TR backboard. Cables shall then be terminated with an F connector and coiled with a minimum of 15 feet of extra cable. Once terminated, all fiber riser cables shall be appropriately labeled, tested, and documented.

- Optical fiber housings:

The appropriately sized optical fiber housing shall be installed at the top of the equipment rack. The exact location shall be confirmed with the LCPA prior to installation. The housing shall be labeled, as well as all fiber ports. Blank adapter panels shall be installed in all positions not used.

- Optical fiber connectors:

Each strand of optical fiber cable shall be terminated with an LC connector. The installation of the optical fiber connectors shall adhere to all manufacturer installation guidelines. Once installed, connectors shall be installed with less than 0.75 dB of attenuation per mated pair.

- Coaxial cable connectors:

Each coaxial cable shall be terminated with an F-type connector. The installation of the connectors shall adhere to all manufacturer installation guidelines.

- Optical fiber patch cords:

The contractor shall provide to the LCPA a minimum of (10) optical fiber patch cords of each type of fiber installed.

3.6 Installation of Communications Horizontal Cabling Products

The installation requirements listed below describe the minimum requirements for each project associated with the communications backbone cabling and supporting hardware. The cabling contractor shall provide all equipment, materials, labor, and services necessary to complete or perfect all parts of the communications horizontal cabling system and to ensure that they are in compliance with requirements stated or reasonably inferred by the contract documents, the construction drawings, and the project specifications.

- Horizontal cables:

All horizontal cabling shall be installed per the drawings. All cabling above ceilings shall be plenum-rated and installed in a conduit, basket tray, or cable supports. If cable tray or conduit is not available, cables above accessible ceilings shall be supported 4 to 5 feet on center from cable hangers attached to the building structure. The contractor shall adhere to all ANSI/TIA/EIA and manufacturers' installation instructions for the placement and termination of the cables. This includes without limitation pulling tension, bend radius, jacket stripping, and pair untwisting.

It is the intent that the maximum cable distance between a device location and the termination in the telecommunications room shall be 90 meters (295 feet). If any horizontal cables are longer than 90 meters, these shall be brought to the immediate attention of the LCPA.

When placing cable, the Contractor shall maintain the proper clearances from sources of electro-mechanical interference (EMI). Cables with jackets that are chaffed or burned exposing internal conductor insulation, or that have any bare copper exposed (“shiners”) shall be replaced. All cables shall be properly managed using Velcro straps.

Cables shall have no physical defects such as cuts, tears or bulges in the outer jacket. Cables with defects shall be replaced. The contractor shall install cable in a neat and workmanlike manner. All cables shall be neatly bundled and tied in rooms. Sufficient cable shall be left for 90° sweeps at all vertical drops.

At each device location, the cables shall be terminated on the appropriate jack mounted in an appropriate faceplate.

The Contractor shall fire stop all penetrations it makes through fire barriers.

- Jacks, Connectors, and Faceplates

All Category 6 and Category 6A cables shall be terminated with 8P8C modular jacks that snap into a faceplate mounted on a wall outlet box or surface raceway. Unless otherwise noted, terminations shall be made so that pin/pair assignments are in accordance with T568B. For coaxial cables, all F-type connections shall be made with solderless connectors using a crimp tool specially designed to prepare the cable for the connectors and then installed into a faceplate mounted on a wall outlet box or surface raceway. Any unused openings in the faceplate shall be filled with blank inserts.

- Category 6 and Category 6A patch panels

Category 6 and Category 6A patch panels shall be installed in the rack for the purposes of terminating all Category 6 and Category 6A horizontal copper cable, respectively. The exact location of the patch panels in the racks shall be confirmed with the LCPA prior to their installation. The Contractor shall install enough patch panels to provide termination of all horizontal copper cabling, plus approximately 15%. A 2U horizontal manager shall be installed above and below each patch panel. All patch panels shall be appropriately labeled with an LCPA-accepted labeling scheme.

- Horizontal cable managers

A 2U horizontal cable manager shall be installed above and below each copper patch panel.

3.7 Labelling

All cables, termination panels, patch panels, blocks, etc. are to be labeled using a

machine printed label. Handwritten labels shall not be used. No cables or termination panels shall be permanently labeled until an approved labeling scheme is provided to the contractor by the LCPA.

All backbone cables are to be labeled using a machine printed label at each end of the cable at approximately 12 inches of the termination point. The labels shall denote, at a minimum, the starting and end points of the cable, including the room number, panel, and port number(s) where the other end of the backbone cable is terminated in the form TR-P-XX-XX, where TR is the telecommunications room number, P is the termination panel, and XX-XX are the port numbers. For example, a 12-strand OS2 singlemode fiber cable might have a label 123-A-01-12 that would indicate telecommunications room 123, fiber housing A, ports 01-12.

All horizontal cables are to be labeled using a machine printed label at each end of the cable at approximately 12 inches of the termination point. The labels shall use a 3-digit numbering system on each floor, with the first number indicating the floor. So, cables on the first floor would be 101, 102, 103, etc. Cables on the third floor would be 301, 302, 303, etc.

All faceplates and jacks shall be labeled with a unique identifier. The format shall be XXX-A-PP, where XXX is a 3-character alphanumeric cable count, A is the patch panel designation, and PP is the patch panel port number. Regarding the cable count, for Category 6 or 6A cables, use all 3-digit numbering (i.e. 001, 002, 003, etc.). Also, use a "/" between labels to distinguish between ports. For example, label 103-B-05 / 104-B-06 on a faceplate would indicate cable 103 terminates on patch panel B, port 05 and cable 104 terminates on patch panel B, port 06.

As indicated above, patch panels are to be labeled with a capital letter in order from top to bottom. So, the first patch panel on the top of a rack would be "A", the next "B", and so on.

3.8 Cable Testing

3.8.1 Backbone Copper Cable Testing

One hundred percent of the backbone copper cable pairs shall be tested for opens, shorts, polarity reversals, transpositions, and the presence of AC voltage. The contractor shall examine open and shorted pairs to determine if the termination has been done properly. If so, the contractor shall tag bad pairs at both ends, and make note on the as-built documentation. If the problem is found to be due to termination error, the contractor shall correct the error and retest the pair(s) in question. If any single copper backbone cable (under one sheath) contains more than one percent (1%) bad pairs, the contractor shall remove and replace the cable at its expense. The contractor shall submit test result information in an electronic format.

3.8.2 Backbone Optical Fiber Cable Testing

All fiber strands shall be appropriately prepared prior to installing pigtails or connectors. A power meter and light source shall be used to test all strands of the optical fiber cables. Prior to its use, the power meter shall be appropriately calibrated. All multimode optical fibers shall be tested at both 850 nm and 1300 nm wavelengths for end-to-end insertion loss and bi-directional. All singlemode optical fibers shall be tested at both 1310 nm and 1550 nm wavelengths for end-to-end insertion loss and bi-directional. The contractor shall submit test result information in an electronic format showing the test results of each fiber test.

3.8.3 Backbone Coaxial Cable Testing

Testing shall conform to current industry standards for performance of 0.625 hardline coaxial cable or 75-ohm Series 11 coaxial cable. Testing shall be accomplished using a UL certified tester capable of performing a full complement of tests. The contractor shall provide sweep test results on all coaxial cable, including but not limited to cable length, attenuation, and structural return loss. Any cable failing the prescribed certification testing shall be removed, replaced, and re-tested. Results shall be provided in an electronic format.

3.8.4 Horizontal Cable Testing

Testing shall conform to current industry standards for performance of 100-ohm Category 6 and Category 6A UTP cable and 75-ohm RG-6 coaxial cable. Testing shall be accomplished using a UL certified tester capable of performing a full complement of Category 6 and Category 6A tests and coaxial cable tests. Testing shall be performed after cables have been terminated and labeled. The permanent cable address shall be used for all testing identification. Any cable failing the prescribed certification testing shall be removed and replaced. The contractor shall provide Category 6 and Category 6A channel test results on all pairs of cable, including but not limited to cable length, wire map, near-end cross-talk (NEXT), Power Sum NEXT, attenuation to cross-talk ratio (ACR), Power Sum ACR, equal level far-end cross-talk (ELFEXT), Power Sum ELFEXT, and Return Loss. The Contractor shall provide coaxial dB loss test results on all RG-6 coaxial cables. Results shall be provided in an electronic format.

3.9 Project Close-out

Upon final completion and prior to final acceptance of the work, the cabling contractor shall submit project close-out documentation. This shall include (2) sets of hard-copy

as-built record documentation, as well as a digital copy. The preferred digital file format is .dwg (Adobe .pdf is acceptable if .dwg cannot be provided). Record documentation shall include floor plans, TR drawings, rack elevations, cable routing, labeling, etc. All cable test results and warranty documentation shall also be submitted.

Contract Number _____
Vendor Number 472381

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT

RFB 22-08NJD: LOW VOLTAGE FIBER OPTIC CABLING & ASSOCIATED SERVICES FOR LEE COUNTY PORT AUTHORITY

THIS AGREEMENT is entered this _____ day of _____, 2022, 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 COMCONEXX, LLC, a foreign limited liability company authorized to do business in the State of Florida ("PROVIDER"), whose principal business address is located at 13720 Jetport Commerce Pkwy, Unit 10, Fort Myers, FL 33913, Federal Identification Number 81-2700975 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

WITNESSETH:

WHEREAS, the Authority desires to contract with Provider for supply, delivery and installation of Low Voltage Fiber Optic Cabling and Associated Services as specified in Request for Bid (RFB) 22-08NJD for the Southwest Florida International Airport and Page Field in Fort Myers, Florida; and,

WHEREAS, Provider has reviewed the services and products required under RFB 22-08 and this Agreement, has submitted a bid agreeing to provide the requested services, and states that it is qualified, willing and able to provide the products and perform all such services required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services and products to be provided under this Agreement; and,

WHEREAS, Provider has been selected to provide the services and products described below as the result of a competitive selection process by Authority in accord with applicable Florida statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the Parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services and provide the products set out in Part C of RFB 22-08, entitled "Scope of Services", which is merged into and incorporated by reference as part of this Agreement ("Scope of Services"). In addition, the Lee County Port Authority Information Technology Department Low Voltage Cabling Design and Installation Standards attached as Exhibit "B" is merged into and incorporated by reference as part of this Agreement. Provider agrees to perform in strict accordance with the Scope of Services and Exhibit "B".

No services may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services or elsewhere in RFB 22-08.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE

The terms of RFB 22-08, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of RFB 22-08 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 six (6) years.

5.0 LICENSES

Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by Provider.

6.0 PERSONNEL

Provider agrees that when the services and products to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

Services performed and products to be provided under this Agreement will be performed and delivered by Provider's own staff or by persons selected by Provider to perform the services and provide the products required, according to the processes outlined in the Scope of Services, unless agreed in advance by the Authority.

7.0 STANDARDS OF SERVICE

Provider agrees to provide all products and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services and products to be provided by the Provider.

8.0 COMPENSATION AND PAYMENT SCHEDULE

8.1 The Authority will pay Provider for all requested and authorized services and products in accordance with the terms of this Agreement and the Scope of Services, based on the pricing and compensation terms described in Bid Prices, Section B.04 and Invoicing, Section B.09.

8.2 Provider will submit invoices to the Authority according to the Scope of Services. The monthly invoice will cover services rendered and completed and products delivered and installed during the preceding payment period. Provider will submit the invoices to the Authority's Finance Department. Provider's invoice(s) must be itemized to correspond to the basis of compensation as set forth in this Agreement, as may be amended, and the Scope of Services. Invoices will include an itemized description of the project, the amount of time expended, and a description of the services and products provided. Provider's failure to follow these instructions may result in an unavoidable delay of payment by the Authority; however, such delay in payment will not be considered a violation of the Authority's obligations under the Agreement.

8.3 PAYMENT SCHEDULE - The Authority will issue payment to the Provider within thirty (30) calendar days after acceptance of the services and products and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority will notify Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority will

withhold the disputed amount and make payment to Provider of all amounts not in dispute. The Parties agree to negotiate informally regarding any disputed amount.

8.4 TRAVEL/DIRECT COSTS - Provider may invoice Authority for the actual cost of express mail, printing, long distance telephone and other direct cost approved by the Authority in advance and in writing. In addition, Provider may be reimbursed for travel expenses incurred on Authority's behalf that comply with Section 112.061, Florida Statutes, and that have been approved by Authority in advance and in writing.

9.0 ANNUAL APPROPRIATIONS

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose. In the event of non-appropriation of funds by the Authority for the services and products provided under this Agreement, the Authority will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or the date funds for goods or services covered by this Agreement are spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by Provider on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

10.0 FAILURE TO PERFORM

If Provider fails to commence, provide, perform and/or complete any of the services or products or any work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to Provider, not to exceed the amount of the compensation for the work in dispute, until such time as Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement and the Scope of Services.

11.0 INDEMNIFICATION AND HOLD HARMLESS

Provider agrees to be liable for, and will indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement, regardless of whether or not caused by a party indemnified hereunder.

12.0 AUTHORITY'S REPRESENTATIVE

The Airport Information Technologies Department 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 22-08 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. 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	\$1million
Products - Completed Operations Aggregate	\$2million
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.

16.2.2. 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.

16.2.3. 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 Employer's Liability	Florida Statutory Requirements
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.

16.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "B" 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.

16.2.5. Failure to Maintain Insurance – If Provider does not maintain the insurance coverages required by this Agreement at any time, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority 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

COMCONEXX, LLC
13720 Jetport Commerce Pkwy, Unit 10
Fort Myers, FL 33913
Attention: Manager

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:

COMCONEXX, LLC

Melodee Stephenson
Witness

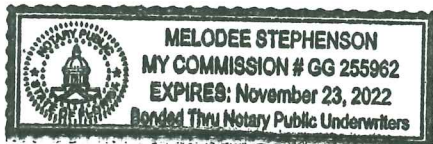
Robert Radcliff
Authorized Signature for Provider

Melodee Stephenson
Witness

By: Robert Radcliff
Printed Name

SEAL

Manager
Title



Contract Number _____
Vendor Number 472099

LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT

RFB 22-08NJD: LOW VOLTAGE FIBER OPTIC CABLING & ASSOCIATED SERVICES FOR LEE COUNTY PORT AUTHORITY

THIS AGREEMENT is entered this _____ day of _____, 2022, 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 MIDWEST ALARM COMPANY, INC., d/b/a PELICAN ELECTRICAL GROUP, INC., a foreign profit corporation, authorized to do business in the State of Florida ("PROVIDER"), whose principal business address is located at 2300 South Dakota Avenue, Sioux Falls, SD 57105, Federal Identification Number 46-0307899 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

WITNESSETH:

WHEREAS, the Authority desires to contract with Provider for supply, delivery and installation of Low Voltage Fiber Optic Cabling and Associated Services as specified in Request for Bid (RFB) 22-08NJD for the Southwest Florida International Airport and Page Field in Fort Myers, Florida; and,

WHEREAS, Provider has reviewed the services and products required under RFB 22-08 and this Agreement, has submitted a bid agreeing to provide the requested services, and states that it is qualified, willing and able to provide the products and perform all such services required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services and products to be provided under this Agreement; and,

WHEREAS, Provider has been selected to provide the services and products described below as the result of a competitive selection process by Authority in accord with applicable Florida statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the Parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services and provide the products set out in Part C of RFB 22-08, entitled "Scope of Services", which is merged into and incorporated by reference as part of this Agreement ("Scope of Services"). In addition, the Lee County Port Authority Information Technology Department Low Voltage Cabling Design and Installation Standards attached as Exhibit "B" is merged into and incorporated by reference as part of this Agreement. Provider agrees to perform in strict accordance with the Scope of Services and Exhibit "B".

No services may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services or elsewhere in RFB 22-08.

3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE

The terms of RFB 22-08, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of RFB 22-08 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 six (6) years.

5.0 LICENSES

Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by Provider.

6.0 PERSONNEL

Provider agrees that when the services and products to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

Services performed and products to be provided under this Agreement will be performed and delivered by Provider's own staff or by persons selected by Provider to perform the services and provide the products required, according to the processes outlined in the Scope of Services, unless agreed in advance by the Authority.

7.0 STANDARDS OF SERVICE

Provider agrees to provide all products and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services and products to be provided by the Provider.

8.0 COMPENSATION AND PAYMENT SCHEDULE

8.1 The Authority will pay Provider for all requested and authorized services and products in accordance with the terms of this Agreement and the Scope of Services, based on the pricing and compensation terms described in Bid Prices, Section B.04 and Invoicing, Section B.09.

8.2 Provider will submit invoices to the Authority according to the Scope of Services. The monthly invoice will cover services rendered and completed and products delivered and installed during the preceding payment period. Provider will submit the invoices to the Authority's Finance Department. Provider's invoice(s) must be itemized to correspond to the basis of compensation as set forth in this Agreement, as may be amended, and the Scope of Services. Invoices will include an itemized description of the project, the amount of time expended, and a description of the services and products provided. Provider's failure to follow these instructions may result in an unavoidable delay of payment by the Authority; however, such delay in payment will not be considered a violation of the Authority's obligations under the Agreement.

8.3 PAYMENT SCHEDULE - The Authority will issue payment to the Provider within thirty (30) calendar days after acceptance of the services and products and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority will notify Provider of such objection or exception within thirty (30) days. If such objection or

exception remains unresolved at the end of the thirty (30) day period, the Authority will withhold the disputed amount and make payment to Provider of all amounts not in dispute. The Parties agree to negotiate informally regarding any disputed amount.

8.4 TRAVEL/DIRECT COSTS - Provider may invoice Authority for the actual cost of express mail, printing, long distance telephone and other direct cost approved by the Authority in advance and in writing. In addition, Provider may be reimbursed for travel expenses incurred on Authority's behalf that comply with Section 112.061, Florida Statutes, and that have been approved by Authority in advance and in writing.

9.0 ANNUAL APPROPRIATIONS

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose. In the event of non-appropriation of funds by the Authority for the services and products provided under this Agreement, the Authority will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or the date funds for goods or services covered by this Agreement are spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by Provider on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

10.0 FAILURE TO PERFORM

If Provider fails to commence, provide, perform and/or complete any of the services or products or any work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to Provider, not to exceed the amount of the compensation for the work in dispute, until such time as Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement and the Scope of Services.

11.0 INDEMNIFICATION AND HOLD HARMLESS

Provider agrees to be liable for, and will indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement, regardless of whether or not caused by a party indemnified hereunder.

12.0 AUTHORITY'S REPRESENTATIVE

The Airport Information Technologies Department 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 22-08 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. 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	\$1million
Products - Completed Operations Aggregate	\$2million
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.

16.2.2. 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.

16.2.3. 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 Employer's Liability	Florida Statutory Requirements
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.

16.2.4. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "B" 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.

16.2.5. Failure to Maintain Insurance – If Provider does not maintain the insurance coverages required by this Agreement at any time, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority 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

MIDWEST ALARM COMPANY, INC., d/b/a
PELICAN ELECTRICAL GROUP, INC.
2300 S. Dakota Avenue
Sioux Falls, SD 57105
Attention: Manager

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:

MIDWEST ALARM COMPANY, INC.,
d/b/a PELICAN ELECTRICAL
GROUP, INC.

Sharon Shope
Witness

Tyler Blake
Authorized Signature

[Signature]
Witness

By: Tyler B. Blake
Printed Name

SEAL

C.O.O
Title

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a work authorization with Fuel Facility Management, Inc. in the amount of \$603,569 which includes a 10% contingency, to perform specific priority one repairs to the rent-a-car fuel system at RSW as allowed for under LCPA contract #8419.
2. **FUNDING SOURCE:** General Airport Operating Revenue collected during normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, to be reimbursed by RSW Rent-A-Car Agencies.
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Allows for repair of operational and safety related components of the On-Airport Rent-A-Car Fueling Facility under LCPA contract #8419.

5. **CATEGORY:** 14.
Administrative Agenda

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Steven Hennigan

DIV. Aviation

10. **BACKGROUND:**

RSW's consolidated Rental Car (RAC) fueling facility was commissioned in 2005 in conjunction with the new mid-field terminal complex. The RAC fueling facility consists of six (6), 25,000 gallon unleaded fuel tanks, a series of distribution pipes, sumps, pumps, various safety features, and a comprehensive inventory reporting system.

The RAC fueling facility is owned by LCPA and contractually operated, maintained, managed and repaired by Fuel Facilities Management (FFM), Inc., as approved by the Board on September 5, 2019 (Contract NO. 8419). All monthly expenses related to the operation, maintenance, and repair of the RAC fueling system are directly reimbursed to the Authority by the participating, on-airport rental car agencies based on their proportional use of the fueling system, in accordance with their On-Airport Rent-A-Car Concessionaire Agreements.

Through FFM's routine maintenance program, a discrepancy was discovered in one of the fuel distribution catch sumps along with a leaking fuel distribution pipe and was repaired by FFM sub-contractor Adams Tank & Lift, Inc. (AT&L). In addition to repairing the discrepancies, AT&L provided a detailed, condition assessment of the RAC facility's infrastructure. The report's findings were prioritized into phases of repair based the level of risk. Priority-1 repairs includes items A and B of AT&L proposal, which includes replacing and/or retrofitting various fuel pump dispenser isolation valves entry boots and replacing two (2) isolation sumps at a combined quoted cost of \$548,699.00. Based on

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)

the uncertainty of COVID-19 induced supply chain disruptions and staffing challenges, a 10% contingency has been added to the project repair cost should such contingency be realized.

Staff recommends Board authorize Fuel Facility Management, Inc., to sub-contract the priority-1 repairs (items A and B) with AT&L Inc., at a cost not to exceed \$603,568.00 based on the submitted quote and scope of work, to include the 10% contingency, at Southwest Florida International Airport.

Attachments:

- 1) Management Agreement, Operation, Management, and Maintenance of the On-Airport Rent-A-Car Fueling System at Southwest Florida International Airport, RFB 19-12.
- 2) RSW RAC Fuel Facility Repairs, Adams Tank & Lift Inc., JCBB10182021 Proposal



Direct Dial: (239) 590-4502

Fax: (239) 590-4548

JEFF MULDER, A.A.E.
EXECUTIVE DIRECTOR

RICHARD Wm. WESCH
PORT AUTHORITY ATTORNEY

BOARD OF
PORT COMMISSIONERS

BRIAN HAMMAN

FRANK MANN

JOHN E. MANNING

CECIL L. PENDERGRASS

RAY SANDELLI

September 19, 2019

Ms. Janet Hoose
Fuel Facility Management, Inc.
7586 Worrall Road
Lake Worth, FL 33463

Subject: Management Agreement for the Operation, Management and Maintenance of the On-Airport Rent-A-Car Fueling System at Southwest Florida International Airport (RFB 19-12)

Dear Ms. Hoose:

On September 5, 2019, the Lee County Board of Port Commissioners approved a Management Agreement for the Operation, Management and Maintenance of the On-Airport Rent-A-Car Fueling System at Southwest Florida International Airport (RFB 19-12) between Fuel Facility Management, Inc. and the Lee County Port Authority.

Enclosed, please find one fully executed original for your records. Should you have any questions, do not hesitate to call.

Sincerely,

LEE COUNTY PORT AUTHORITY

Victoria B. Moreland
Communications and Marketing Department Director

VBM/daa
Enclosure
Delivery by FedEx

cc: Gregory Hagen, Chief Assistant Port Attorney
Gary Duncan, Aviation
Stephanie Riley, Contracts Management

Lee County Contract No. 8419

**LEE COUNTY PORT AUTHORITY
MANAGEMENT AGREEMENT FOR THE
OPERATION, MANAGEMENT, AND MAINTENANCE OF THE
ON-AIRPORT RENT-A-CAR FUELING SYSTEM
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
RFB 19-12**

THIS AGREEMENT is entered this 05 day of September, 2019, 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 **FUEL FACILITY MANAGEMENT, INC.**, a Florida Corporation ("Operator"), at P.O. Box 21013, Fort Lauderdale, FL 33335, Federal Identification Number 20-1222444.

WITNESSETH

WHEREAS, the Authority operates the Southwest Florida International Airport ("Airport") in Fort Myers, Florida and provides for the operation of a Rental Car Fueling System on the Airport under a series of On-Airport Rent-A-Car Concession Agreements (collectively, the "Rent-A-Car Concession Agreement") between the Authority and various On-Airport Rent-A-Car concessionaires, as they currently exist, and such other concessionaires as may be added or deleted over the term of this Agreement (collectively the "Fueling Companies"); and

WHEREAS, Authority desires to enter a Management Agreement for the operation, management, and maintenance of the Rental Car Fueling System at the Airport; and,

WHEREAS, the Authority has solicited competitive bids from qualified rental car and aviation fueling system management companies for the operation, management, and maintenance of the Rental Car Fueling System; and

WHEREAS, the Operator certifies that it possesses valid licenses to do business in the State of Florida and in Lee County, Florida; and,

WHEREAS, the Operator has reviewed the services required under the Authority's Request for Bids No. 19-12, all Addenda, and this Agreement, and states that it is qualified, willing and able to provide and perform all such services according to the provisions, conditions and terms below.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:

1.0 DEFINITIONS

Addendum or Addenda - means any interpretation, revision or addition to the Request for Bids (RFB) issued in the form of a written Addendum by the Authority during the bidding process.

Airport - means Southwest Florida International Airport, located in Lee County, Florida.

Airport Terminal - means the commercial airline passenger terminal building and any modifications or additions thereto.

Annual Operating Budget - means the annual budget for maintaining, operating and managing the Rental Car Fueling System for each Contract Year of the Agreement. The budget shall include a detailed projection of monthly total fuel consumption and deliveries, along with allowable operating expenses.

Authority or Port Authority - means the Lee County Port Authority as the governing body of the Airport.

Bid - means the document requested by the Authority and submitted by the Operator in accordance with the Request for Bids (RFB).

Bidder - means the individual or business entity submitting a response to the Request for Bids.

Commencement Date - means the date for commencing operations under this Agreement at the Airport, October 1, 2019.

Contract Year - means the period beginning on the Commencement Date and ending September 30, 2020, and continuing each twelve-month period thereafter, until the date of expiration or termination of this Agreement, as may be amended or extended.

County - means Lee County, a political subdivision of the State of Florida.

Expansion to Rental Car Fueling System - means any additions, modifications, enhancements, or adjustments that the Authority determines are required to the Rental Car Fueling System.

Extraordinary Cost - means a non-recurring expenditure or obligation that: (1) is not part of the normal and regular ongoing expense of operating the Fueling System; and (2) is not financed in such a way as to be discharged by level monthly payments spread over a period of more than twelve (12) months.

Fueling System Charge - means the monthly charge payable to the Authority by the Fueling Companies for the Fueling Companies' use of the Rental Car Fueling System pursuant to Article 5, Section 5.1(4) of the Rent-A-Car Concession Agreement, as may be amended, extended, or revised.

Gallon - means a U.S. gallon.

Gallonge - means the total number of Gallons of Gasoline (or related product, as approved) dispensed from the Fueling Companies' designated Quick Turn Around ("QTA") area dispensers at the Airport during the relevant period. The Gallonge of each Fueling Company will be the total of all Gasoline dispensed from each respective Fueling Company's QTA area dispenser(s) at the Airport during the relevant period.

Gasoline - means the Gallonge of a Fueling Company for the previous month or the stated month or series of months under consideration.

Management Agreement or Agreement - means this Management Agreement between the Authority and the Operator for the non-exclusive right, privilege and obligation to operate, manage, and maintain the Rental Car Fueling System at the Airport.

Management Fee - shall mean the monthly fee paid to the Operator by the Authority as compensation for the operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Monthly Gallonge - means the Gallonge of a Fueling Company for the previous month or the stated month or series of months under consideration.

Non-Reimbursable Expenses - means the following expenses which are specifically excluded from the Annual Operating Budget and shall be provided by the Operator:

- A. Salaries, costs, and expenses related to legal services, offsite or indirect audit, accounting, administrative, design, engineering, bookkeeping, and executive personnel of the Operator.
- B. The cost of licenses and permits, (excluding registration fees for authorized fleet vehicles) obtained pursuant to existing federal, state, statute, ordinance, rule or regulation.

- C. Internal accounting and audit costs obtained pursuant to existing federal, state, statute, ordinance, rule, or regulation.
- D. Home office travel, home office telephone/communication expenses, home office entertainment, travel accommodations, and off-site general office expenses.
- E. The cost of any and all penalties and fines paid by the Operator and its employees.
- F. The cost or expenses of legal representation.
- G. The cost of secondary audits as provided for in the Agreement.
- H. The cost of any and all bonds, guaranties or Letters of Credit, and the cost of the insurance requirements set forth herein, except as otherwise provided for, which the Operator is required to obtain in accordance with this Agreement.
- I. Any contract negotiation expenses.
- J. Financing costs associated with Operator's working capital.
- K. Any computer equipment necessary to support Operator's home office operations within the Airport and as required by this Agreement.
- L. Costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention of Operator or Operator's employees.
- M. Operator's cost of funds necessary to pay Operating Expenses prior to reimbursement by the Authority.
- N. The cost of any payments made by the Operator to the Authority related to the indemnification section of the Agreement.
- O. Federal, state, and local income, personal and applicable sales use and personal property taxes incurred by the Operator or individuals of the Operator, its agents and employees in its operations.
- P. Any late payments or interest charges incurred.
- Q. Long distance telephone charges not directly related to services provided under this Agreement, including long distance telephone charges between the local and home/corporate office and personal calls.
- R. Any Operating Expense not included below as a reimbursable item, and not approved in writing by the Authority.

- S. Start up and transition costs related to the commencement of operations under the Agreement. Expenses related to acquiring, by lease or purchase, suitable operating/office space required to support operations under this Agreement, as described in the Request for Bids, to include associated utilities, taxes, cleaning and maintenance costs.
- T. The cost of acquiring and maintaining Contractor's Pollution and Environmental Insurance, as required under this Agreement.

Operating Expenses - means all direct expenses, without markup, relating to the direct local operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Operations and Procedures Manual or Manual - means the procedures and standards for the operation, management, and maintenance of the Rental Car Fueling System at the Airport as prepared by the Operator and approved by the Authority.

Operator – means the person or legal entity selected by the Authority as the Operator to provide for the operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Other Products - any material, other than gasoline stored in or put through the Fueling System for use in connection with the Rental Car Fueling System and for the benefit of the Fueling Companies.

Reimbursable Expenses - means all anticipated Operating Expenses to be incurred by the Operator in the normal operation of the Rental Car Fueling System, and included in the Annual Operating Budget, including but not limited to, the following:

- A. Fueling System On-Site Manager/Supervisor and staff salaries, as authorized, which are subject to prior approval by the Authority and all other associated payroll costs, such as payroll taxes, health care program costs and related benefits, etc.
- B. Staffing costs of all other employees whether full-time or part-time that are necessary to operate the Fueling System Facilities. Any overtime reimbursement requested from the Authority shall be within the overtime

allowance established in Operator's approved budget and may require an explanation of the need for such overtime.

- C. All payroll taxes and any similar charges, employee benefit costs including workers' compensation insurance and unemployment insurance, and any similar charges, as approved, relating to salaries and wages under Subsections A & B above.
- D. The cost of uniforms. Any Operator issued articles missing from the inventory or those not returned upon termination of an employee are non-reimbursable.
- E. The cost of training for existing local employees, employee seminars, and employee mileage claims, as approved by the Authority.
- F. All materials and supplies, including sales tax and applicable use taxes, required for such operation, including but not limited to office supplies, postage, other supplies and sundry items, forms and printing paper.
- G. The cost of utilities that are not directly connected to the Authority's main meter and telephone service, less any interest or late charges generated by the late payment from the Operator.
- H. The cost of cellular telephones for the On-Site Manager/Supervisor and staff, as authorized.
- I. The cost of any employee bonus or award program, subject to the Authority's prior written approval.
- J. The cost of local employment screening, hiring, and training of employees.
- K. Cost of repairs and maintenance of the Fueling System and any other repairs necessary for the direct operation of the Fueling System as provided for in the Agreement.
- L. The cost of acquiring, maintaining, repairing, and fueling all transportation equipment used in the operation, management and maintenance of the Rental Car Fueling System by the Operator, including sales and use taxes and registration.
- M. Any capital expense, upon prior approval by Authority, that is deemed necessary for the direct operation of the Fueling System.

Rental Car Fueling System (or Fueling System) - means a system for storing and transporting unleaded gasoline (or such other fuel or fuels as may be approved by the Authority in writing), consisting of six (6) 25,000 gallon fuel tanks (150,000 gallons total capacity), oil-water separators, pneumericator bulk inventory and system status reporting system, bulk delivery unloading and fill port stations, FuelMaster automated fuel monitoring and reporting system, 96 duplex fuel pumps with breakaway retractable hoses, and associated double-walled piping with low-point lead detection system linking the fuel farm with the fuel island(s) in the Fueling Companies' respective QTA fueling areas, as well as certain other equipment, improvements and/or appurtenances thereon or as described herein, or as otherwise may be added, subtracted, modified, enhanced, or placed in stock to support the Fueling System on the Airport.

2.0 SCOPE OF SERVICES AND INCORPORATION BY REFERENCE - Operator hereby agrees to operate, manage, and maintain the Rental Car Fueling System at the Airport as described in the Request for Bids and all Addenda; Operator's Bid, dated May 2, 2019; and any other written clarifications of that Bid received by Authority prior to the date of this Agreement. The Request for Bids, all Addenda, and Operator's Bid are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of this Agreement and the Request for Bids; or between this Agreement and Operator's Bid; the terms of this Agreement will control.

3.0 TERM - The term of this Agreement is four (4) years commencing on October 1, 2019, and expiring on September 30, 2023, unless terminated sooner as provided by this Agreement. At its sole discretion, the Authority may extend the term of this Agreement for two (2) additional two-year terms under the same

terms and conditions, except for the Management Fees for Contract Years 5, 6, 7 and 8. If Authority exercises its option to extend the term of this Agreement, the parties will negotiate Management Fees for Contract Years 5 and 6 for the first extension and Contract Years 7 and 8 for the second extension. Each extension agreement must be in writing and signed by the parties with the same formalities as this Agreement and must include the Management Fees for the Contract Years covered by that extension. Authority shall give notice of its desire to extend the term of this Agreement no later than one hundred twenty (120) days prior to the expiration date of the initial term of this Agreement or any subsequent term.

4.0 OPERATIONS AREAS - The Authority grants to the Operator and the Operator takes from the Authority the right to use and occupy the Rental Car Fueling System Facilities (the "Operations Areas") to perform the services required by this Agreement.

4.1 Operator shall be entitled to use, in common with others, the Operations Areas, together with all facilities, equipment, improvements, and services provided in connection with the Operations Areas for the purpose of conducting services under this Agreement.

4.2 Operator may not use the assigned Operations Areas for any commercial or other activity except for the services outlined in this Agreement.

4.3 The Authority reserves the right to expand, contract, or modify the Operations Areas described above or to create additional fueling system or related facilities in its sole discretion. Upon completion of any expansion, contraction, or modification to the Fueling System or related

facilities, such facilities shall be included as Operations Areas under this Agreement upon the same terms and conditions.

4.4 The Operator shall not, at any time during the term of this Agreement, abandon any or all of the Rental Car Fueling System services without prior written approval from the Authority.

4.5 The Operator shall use the Operations Areas only for purposes consistent with its responsibilities under this Agreement and for no other purpose whatsoever. The Operator shall not install any coin or credit card-operated devices such as pay telephones, vending machines or devices, nor install or permit commercial advertising signs or any other type of concession activity without prior written permission of the Authority.

4.6 Authority further grants to Operator the right of ingress to and egress from the Airport over public roadways, subject to all laws, ordinances, rules, and regulations as presently in effect and as may be established in the future by the Authority, Lee County, or the State of Florida, as may be required by Operator's operations. The Authority, or Lee County, may substitute other means of ingress and egress to the Airport, and may temporarily or permanently close any entrance or other roadway, from time to time, during the term of this Agreement.

5.0 OPERATOR'S OBLIGATIONS - The obligations of the Operator with respect to services authorized under this Agreement shall include, but are not limited to the following:

5.1 Licenses - The Operator 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 State board or other governmental agency responsible for regulating and licensing the services provided and performed by the Operator.

5.2 Personnel - The Operator agrees that when the services to be provided and performed relate to service(s) which, under Florida law, 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 provided under this Agreement.

6.0 **PROJECT MANAGERS** - The Authority hereby designates its Contracts Manager, Stephanie Riley, at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, (239) 590-4704 to serve as Authority's Contract Manager for this Project. The Operations Manager for the Operator is

Randy FRIES

whose address and telephone number is

address pending Board approval of Contract, 904.256.4372

7.0 **OPERATOR AN INDEPENDENT CONTRACTOR** - The Operator is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Operator, its employees, agents, subcontractors, or assigns, during or after the term of this Agreement.

8.0 INSURANCE - Operator must furnish proof of insurance coverages acceptable to the Authority. A copy of the Operator's current insurance certificate verifying the Operator's insurance coverage must be submitted upon execution of this Agreement. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Operator, its agents, employees, or subcontractors.

Operator shall furnish the following coverages either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority:

8.1 Commercial General Liability and Umbrella Liability Insurance - The Operator shall carry limits of insurance no less than the following. Insurance coverage shall include liability arising from independent contractors and contractual liability. Unless otherwise approved in advance, limits of liability carried by subcontractors to the Operator shall be the same as required of Operator.

Bodily Injury/Property Damage	\$ 2,000,000 Each Occurrence
Products/Completed Operations	\$ 2,000,000 Each Occurrence
Personal Injury & Advertising Injury	\$ 2,000,000 Each Occurrence
General Aggregate	\$ 5,000,000 Annually
Excess Liability	\$10,000,000 Annually
Fire Legal Liability	\$ 2,000,000
Medical Payments	\$ 50,000
Employee Dishonesty and Fidelity	\$ 1,000,000

The Lee County Port Authority shall be named as an additional insured on the General Liability policy. The Operator's insurance will be primary and include a waiver of subrogation, by both Operator and its insurers, in favor or the Authority. Any work performed Airside will require a minimum of

\$5,000,000.00 in liability coverage. The insurance provided will include coverage for all parties employed by the Operator. At the discretion of the Authority, all insurance limits may be reevaluated and increased or decreased at the sole discretion of the Authority and at any time during the term of the Agreement.

8.2 Business Auto Liability Insurance - Operator shall carry a Business Auto Liability Policy, which includes contractual liability, with a Bodily Injury & Property Damage Limit not less than \$5,000,000 each accident. Such coverage shall cover liability arising out of the use of any automobile (including owned, hired, and non-owned autos). The Authority must be named as an additional insured on the Business Auto policy. A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage.

8.3 Contractor's Pollution and Environmental Liability - Operator shall carry Contractor's Pollution and Environmental Liability insurance with limits no less than \$5,000,000.00. The Authority must be named as an additional insured or certificate holder on all coverages.

8.4 Professional Liability (as appropriate) - \$2,000,000.00 Each Occurrence/Aggregate.

8.5 Workers Compensation - Workers Compensation and Employer's Liability insurance in an amount required by Florida state law. Employer's Liability limits of at least the following are required:

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

A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage. Operator's insurance certificate should note any exceptions.

- 8.6 Certificates of Insurance - Upon executing this Agreement, Operator shall furnish to the Authority a properly executed certificate of insurance for each coverage listed. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. All certificates shall reference this Agreement and evidence and provide for written notice to the Authority prior to the cancellation or material change of any policy.

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 the Operator's obligation to maintain such insurance. Operator shall furnish certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

The Operator will be responsible for acts or omissions arising out of the operations of any subcontractor, independent contractor or material supplier providing services or materials at the Operator's direction. The Operator will furnish the Authority's Risk Manager with a list of all subcontractors and independent contractors prior to beginning work on Authority property or for the benefit of the Authority. Unless otherwise approved in advance, limits of liability coverage carried by subcontractors

to the Operator shall be the same as required of the Operator. The Operator shall require and ensure that all subcontractors and independent contractors carry insurance as required of the Operator.

8.7 Lapse in Coverage - If Operator does not maintain the insurance coverages required in this Agreement, Authority may cancel the Agreement, or at its sole discretion, be authorized to purchase such coverages and charge Operator for such coverage purchased. The Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under this Agreement.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 Rental Car Fueling System Management and Operation Services - The Authority shall pay the Operator for all requested and authorized services completed in the amounts and according to the procedures set out in the Request for Bids and the Operator's Bid.

Contract Year 1: Management Fee - \$210,000.00
Contract Year 2: Management Fee - \$192,000.00
Contract Year 3: Management Fee - \$192,000.00
Contract Year 4: Management Fee - \$192,000.00

9.2 Payment When Services Are Terminated at the Convenience of the Authority - If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Operator for: (1) all services performed prior to the effective date of termination; (2)

reimbursable expenses then due; and (3) reasonable expenses incurred by the Operator in effecting the termination of services and work.

9.3 Payment When Services Are Suspended – If the Authority suspends the Operator's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Operator for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of, such suspension.

9.4 Non-Entitlement to Anticipated Fees in the Event of Service Termination, Suspension, Elimination, Cancellation and/or Decrease in Scope of Services – If the services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) to this Agreement; the Operator shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

10.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS - The Operator shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Operator with a third party. Operator may subcontract small portions of the work required hereunder to subcontractors with prior written approval of the Authority.

11.0 MAINTENANCE OF RECORDS - Operator will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Operator for a minimum of five (5) years from the date of termination of this Agreement, or any extension to this Agreement. Authority, the Federal Aviation Administration, the Comptroller General of the United States or any duly authorized agents or representatives of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

12.0 PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Operator is "acting on behalf" of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

12.1 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;

12.2 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;

- 12.3 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
- 12.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, [HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS](https://FLYLCPA.COM/PUBLICRECORDSREQUESTS).

13.0 PUBLIC RECORDS EXEMPTIONS

Operator agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Operator's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Operator hereunder. Operator shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article, and acknowledges

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

13.1 Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, the airport security plan, or any photograph, map, blueprint, drawing, or similar material that depicts critical operational information; and also any threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training that the Authority determines could jeopardize airport security if generally known.

13.2 Building Plans - Operator further acknowledges that Section 119.071(3)(b), Florida Statutes (2005), exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

13.3 Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

14.0 OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Operator or consultants to Operator under this Agreement, shall be delivered to and become the property of Authority. Operator may retain copies thereof for its files and internal use.

15.0 COMPLIANCE WITH TAXES, LICENSES, PERMITS, AND RULES

- 15.1 Operator shall comply and cause its subcontractors to comply with all municipal, state and federal laws, applicable national and local codes, the Authority's rules and regulations applicable to work conducted under this Agreement including compliance with Authority's Airport Master Security Plan, and the Operator shall obtain all necessary permits, pay all required fees and taxes and otherwise perform its services in a legal manner.
- 15.2 Operator shall obtain the appropriate security badges in accordance with the Airport Security Plan and procedures as applicable and necessary. All security badges are the property of the Authority. Operator is responsible for all security badges issued to its employees or any subcontractor's employees. Operator must agree to pay the Authority \$25 per badge for any badge not returned within thirty (30) days of the date an employee leaves Operator's employment or ceases work at the Airport or the date this Agreement is terminated or expires.
- 15.3 As between the Operator and the Authority, the Authority agrees to pay, in addition to the prices herein quoted, the amount of any tax based upon the transfer, use, ownership, or possession of the equipment to which this Agreement relates, imposed by any law enacted after the date of the Agreement or imposed upon the Authority by an existing law. By so agreeing, the Authority does not in any way admit the validity of any such tax.
- 15.4 Operator's personnel shall immediately report all accidents or unusual incidents occurring on the Airport premises to the Authority

Communications Center and Operations Department. Unusual or catastrophic events involving personnel or equipment covered by the Agreement shall be documented by a written report to the Authority detailing the circumstances surrounding the event and the actions taken or to be taken by the Operator. The written report shall be provided no more than five (5) days after the event.

- 15.5 The Operator shall use all reasonable care consistent with its rights to manage and control its operation, and shall not employ any persons, use any labor, use or have any equipment, supplies or materials or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees or Contractors. The Authority may reject any of Operator's employees if the employee is deemed to be unsuitable to work at Southwest Florida International Airport, and the Operator shall immediately replace said employee.
- 15.6 If any type of strike, boycott, picketing or work stoppage is directed against the Operator at the Airport, which results in the discontinuance of services performed hereunder, the Authority shall have the right during said period to, by itself or by any third person or persons, perform said services and invoice the Operator for any costs in excess of the agreed prices. Operator will not be paid for any services not performed. The Authority will prorate payments for work completed by Operator but not invoiced by the Operator up until the time of any work stoppage.

15.7 The prevailing minimum wage rates under the Agreement must be posted above each time clock in both the English and Spanish languages.

15.8 All bulletins and general information for the benefit of the employees must be posted in both the English and Spanish languages.

16.0 INDEMNIFICATION - The Operator agrees to be liable for, and shall indemnify, defend and hold Lee County and the Authority and their respective commissioners, officers, employees and agents, harmless from any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Operator's errors, omissions, and/or negligence in providing services under this Agreement, claims arising from, including acts of the Authority, except where such claims are attributable to the sole negligence of the Authority.

17.0 PERFORMANCE GUARANTY - A performance bond, letter of credit, or a cashier's check, made payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of two hundred-fifty thousand dollars (\$250,000.00), within fifteen (15) calendar days from the date of written notice of award. The performance guaranty assures that the Operator will promptly complete the work in accordance with the terms of this Agreement. An acceptable form of Performance Bond is attached as Exhibit "A."

18.0 PAYMENT GUARANTY - A separate payment bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of twenty-five thousand dollars (\$25,000.00), within fifteen (15) calendar days from the date of written notice of

award. The payment guaranty assures that the Operator will promptly pay in full all bills and accounts for materials and labor used in the completion of the work. An acceptable form of Payment Bond is attached as Exhibit "B."

19.0 APPLICABLE LAW - This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules, and regulation of the United States when providing services funded by the United States government.

20.0 F.A.A. NONDISCRIMINATION CLAUSE - The Operator, for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the furnishing of services to the Authority hereunder, no person on the grounds of race, color, national origin, disability, age or sex shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the furnishing of services under this Agreement in the award and performance of any DOT-assisted contract or in the administration of Authority's D.B.E. program or the requirements of 49 CFR Part 26.

21.0 F.A.A. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E. CLAUSE) - The Operator as subrecipient (of Authority) or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Operator shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Operator 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 (Authority) deems appropriate.

22.0 WAIVER OF BREACH - No waiver by Authority at any time of any of the terms, conditions or covenants of the Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Operator. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, shall impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein.

23.0 SECURING AGREEMENT

Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement and that Operator has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. Operator shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Exhibit C. The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

24.0 CONFLICT OF INTEREST

Operator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the

performance of the Work required hereunder. Operator further agrees that no persons having any such interest shall be employed to perform those services.

25.0 WAIVER OF CLAIMS - Operator hereby waives any claim against the Lee County Port Authority, or Lee County, Florida, and their respective officers, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of the Request for Bids, the Bid evaluation or award or this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Bid process or this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

26.0 TIME OF THE ESSENCE - Time is expressed to be of the essence of this Agreement.

27.0 CONTRACT MADE IN FLORIDA - This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Operator are expressly set forth herein and this Agreement can only be amended in writing signed by both parties. It is agreed that the venue of any action brought under this Agreement shall be in Lee County, Florida.

28.0 DEFAULT AND TERMINATION - Except as otherwise provided herein, in the event that:

- (a) The Operator fails to keep, perform and observe each and every covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than five (5) days after delivery to the Operator of a written notice of such breach or default; or

- (b) The Operator's occupational or business license shall terminate or Operator shall fail to furnish the Authority with any performance guaranty or evidence of insurance as required by the Request For Bids or this Agreement for any reason; or
- (c) The Operator shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or any State thereof or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- (d) The Operator shall have a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within fifteen (15) days after the filing thereof; then, the Lee County Port Authority, in its discretion, shall have the right to terminate this Agreement for default, which termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Operator. In the event that the Authority terminates this Agreement for default, the Operator shall receive compensation earned to the date of termination (but the Authority shall have the right to offset its damages and any amounts owed by the Operator to the Authority against any amount owed to Operator). Operator shall not be compensated for any profits earned or claimed after

the receipt of the Authority's Notice of Termination by default. The Authority's election to terminate this Agreement for Operator's default shall in no way be construed to limit the Authority's right to pursue and exercise any other remedy available to it pursuant to the terms of the Agreement or otherwise provided by law or equity.

- (e) Notwithstanding anything else herein contained, the Lee County Port Authority may terminate this Agreement in whole or in part at any time for its convenience by giving the Operator sixty (60) days written notice. In that event, the Operator shall proceed to complete any part of the Work, as directed by the Authority and shall settle all its claims and obligations under the Agreement, as directed by the Authority.
- (f) The Operator may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than one hundred and twenty (120) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Authority reserves the right to accept, or reject, the termination request submitted by the Operator, and no such termination request submitted by the Operator shall become effective until Operator is notified, in writing, by the Authority of its acceptance.

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

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 Operator. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the continuous escort of a properly badged employee while within the Secured Area/AOA. The Operator and/or subcontractor(s), as applicable, shall be required to execute a Letter of Agreement with the Airports' Police Department for the purpose of the following:

- (a) They will be responsible for any other persons in their employment including subcontractor and their employees, and material suppliers.
- (b) Employees issued the temporary I.D. badge will be restricted to the immediate area of the work. The Airports' Police Department will issue an eight-hour (8) temporary I.D. to contractor's employees should they leave their issued I.D. (unescorted access) at home. Employees that lost or forgot their issued I.D. may not be escorted within the Secured Area/SIDA/AOA.
- (c) Any employee of the Operator or subcontractor found outside their area of work shall be removed from that area. The Operator or subcontractor may not be permitted to utilize this individual for any further work on Airport(s) property, as determined appropriate by the Authority.
- (d) Any badged employee of the Operator found outside their area of work by an FAA or TSA Security Inspector, and causing a fine to be assessed against the Airport, shall be responsible for the payment of the fine. Operator shall be jointly liable for the payment of any fine assessed and the Service Agreement may be subject to termination.

- (e) Operator and subcontractors are responsible for control of I.D. badges issued to their employees. Employees who quit or are terminated must return their cards to their respective supervisor. The respective Operator and/or subcontractors must return the I.D. badges to the Airports' Police Department within twenty-four (24) hours of receipt. It shall be the contractor's responsibility to notify the Authority Police Department immediately at the moment of awareness of any employee who has terminated their employment. The Authority Police Department may be reached by calling (239) 590-4810. The Operator is also responsible for submitting a letter, on company letterhead, regarding the status of the employee. This letter is to be directed to the Authority Police Department and is to be submitted within twenty-four (24) hours of the termination.
- (f) The Operator and subcontractors will be required to obtain additional access privileges and media to work in the Federal Inspection Station (FIS), including the International Arrivals Building (IAB) and the In-Transit Lounge (ITL). This access and the conditions and requirements thereof are administered directly by U.S. Customs and Border Patrol (C&BP) at the Southwest Florida International Airport.

30.0 PARKING - The Authority will provide free parking at a place or place(s) designated by the Authority for all on-site Operator personnel directly engaged in the performance of the Agreement.

31.0 NOTICE REGARDING PUBLIC ENTITY CRIMES - Section 287.133(3)(a), Florida Statutes, (1995), requires the Authority to notify Bidder/Lessee/Tenant 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.
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

32.0 HEADINGS - The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits and Attachments.

33.0 ENTIRE AGREEMENT - This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

34.0 NOTICES AND ADDRESS

34.1 NOTICES BY OPERATOR TO AUTHORITY - All notices required and/or made pursuant to this Agreement to be given to the Operator to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

34.2 NOTICES BY AUTHORITY TO OPERATOR - All notices required and/or made pursuant to this Agreement to be given by the Authority to the Operator shall be made in writing and shall be given by the United States Postal Service, to the following Operator's address of record:

FUEL FACILITY MANAGEMENT, INC.
P.O. Box 21013
Fort Lauderdale, FL 33335
Attention: JANET HOOSE

*Fedex:
7586 WORRAL Rd
Lake Worth, FL
33463*

34.3 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

35.0 AMENDMENTS - The terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s), the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

36.0 MODIFICATIONS - Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment(s) to the Agreement. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Amendment(s) or the latest executed Amendment(s) shall take precedence.

37.0 ACCEPTANCE - Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

By: Melissa Butler
Deputy Clerk

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

By: Brian Hunter
~~Chair~~ or Vice Chair

APPROVED AS TO FORM:

By: Meghan A. Heger
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

Frank Deitz
Witness
George Corrado
Witness

**FUEL FACILITY MANAGEMENT, INC.
OPERATOR**

Janet M Hoose
Signature
By: Janet M Hoose
Printed Name
President
Title

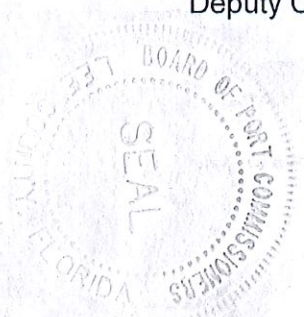


EXHIBIT "A"
PERFORMANCE BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PERFORMANCE BOND

I. KNOW ALL MEN BY THESE PRESENTS: That _____
, Contractor, located at _____
, telephone number [Telephone Number of Contractor], as Principal, and _____
, as Surety, located at _____
(Business Address), telephone number (_____) _____,
are held and firmly bound unto the **Lee County Port Authority**, Lee County,
Florida, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913,
telephone number (239) 590-4800, as Obligee and contracting public entity, in
the sum of _____
(\$ _____), lawful money of the United States, for the payment
whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The owner of the property being improved is Lee County, Florida, Post Office
Box 398, Fort Myers, Florida, 33902, telephone number (239) 533-2111.

II. WHEREAS, Principal has entered into a contract (hereinafter "the Contract")
dated the _____ day of _____, 20____, with Obligee for the
Maintenance, Operation, and Management of Parking Facilities and Shuttle
Services at the Southwest Florida International Airport Project in accordance with
the conditions and provisions further described in the aforementioned contract,
which is by reference made a part hereof.

WHEREAS, the property to be improved is located at:

11000 Terminal Access Road, Fort Myers, Florida, 33913.

The improvements covered by the Contract is generally described as: _____

III. THE CONDITIONS OF THIS BOND are that if Principal

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, and
2. Pays Obligees any and all losses, damages, costs and attorney's fees that Obligees sustain because of any default by Principal under the Contract, including, but not limited to, all delay damages incurred by Obligees; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
4. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.
5. In no event shall the Surety be liable in the aggregate to Obligees for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligees.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

BY: _____
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

EXHIBIT "B"
PAYMENT BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
, Contractor, located at _____
, telephone number (_____) _____, (hereinafter called the
"Principal"), and _____
, (hereinafter called the "Surety"), located at _____
, telephone number (_____) _____, a surety insurer chartered and
existing under the laws of the State of _____ and
authorized to do business in the State of Florida, are held and firmly bound unto the
LEE COUNTY PORT AUTHORITY, Lee County, Florida, as principal contracting entity,
11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, telephone
number (239) 590-4800 (hereinafter called the "Obligee") in the sum of _____
(\$ _____), for payment of which we bind ourselves, our heirs,
personal representatives, successors, and assignees, jointly and severally.

The owner of the property being improved is Lee County, Florida, P.O. Box 398,
Fort Myers, Florida, 33902, telephone number (239) 533-2111.

WHEREAS, the property to be improved is located at 11000 Terminal Access
Road, Fort Myers, Florida, 33913.

WHEREAS, the Principal and Obligee have reached a mutual agreement
(hereinafter referred to as the "Contract") as of _____, 20____, (the
Contract date) for the purpose of providing maintenance, operation, and management
of parking facilities and shuttle services at the Midfield Terminal Complex at the
Southwest Florida International Airport, said Contract being made a part of this Bond by
this reference.

A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE
PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in Section
255.05(1), Florida Statutes, supplying the Principal with labor, materials, or
supplies, used directly or indirectly by the Principal in the prosecution of the
work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal under the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the surety of any such changes, alternations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond by instituting an action for payment must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and specifically the notice and time limitations contained in Section 255.05 (2), Florida Statutes, and otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED _____ day of _____, 20____, (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST

PRINCIPAL:

Witness

By: _____
Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

OR

Witness

BY: _____
As Attorney in Fact (Attach Power)

Witness

Printed Name

STATE OF _____)

)ss.

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____ who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

Notary Public, State of _____

Printed Name of Notary _____

(S E A L)

Commission Number: _____

My Commission Expires: _____

ATTEST

Printed Name: _____

Business Address: _____

Witness

Authorized Signature _____

Witness

Printed Name _____

OR

Witness

As Attorney in Fact (Attach Power)

Witness

Printed Name

_____ Agency Name

_____ Agency Mailing Address

_____ Agency Telephone Number

STATE OF _____)
COUNTY OF _____))ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20_____.

_____ Signature of Notary

_____ Printed Name of Notary

(S E A L) Notary Public State of _____
My Commission Expires _____
Commission Number: _____
Notary Public, State of _____

SCHEDULE "C"

TRUTH IN NEGOTIATION CERTIFICATE

DATE: _____

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

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

1. This Certificate shall be attached to and constitute an integral part of the above said Management Agreement as provided in Article 23.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Management Agreement is established are accurate, complete, and current on the date set forth hereinabove.
3. The truth of statements made herein may be relied upon by Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

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

[Consultant Name]

By: _____

Print Name

Address

The foregoing instrument was acknowledged and executed before me by the above signed on this _____ day of _____, _____.

NOTARY PUBLIC, State of _____

Name Printed or Stamped

Commission

Expires:

Commission Number: _____

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board award RFB 19-12, Operation, Management and Maintenance of a Rental Car Fueling System at Southwest Florida International Airport to Fuel Facility Management, Inc., the lowest, most responsive, responsible bidder.</p> <p>2. FUNDING SOURCE: General Operating Revenues collected during the normal operations of the SWFIA, Account WJ5422941200.503490.</p> <p>3. TERM: October 1, 2019 – September 30, 2023</p> <p>4. WHAT ACTION ACCOMPLISHES: Establishes a Management Agreement with a qualified fuel system operator for the management and operation of the Rent-A-Car fueling system for a four year fixed annual management fee.</p> | <p>5. CATEGORY: 8.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 8/20/2019</p> <p>7. BoPC MEETING DATE: 9/5/2019</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>Gary Duncan</u></p> <p>DIV. <u>Aviation</u></p> |
|---|--|

10. BACKGROUND:

On April 3, 2019, the Lee County Port Authority advertised RFB 19-12, Operation, Management and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport with Airport Council International – North America, Florida Airport Council, Airport Minority Council and through Public Purchase. Bid packages were delivered to ten (10) prospective firms, and two (2) responses were received on May 2, 2019. Of the two respondents, Swissport Fueling, Inc. was initially selected as the lowest, most responsive, responsible bidder. Shortly following the June ASMC meeting, Swissport Fueling, Inc. retracted their bid due to a substantial miscalculation of the non-reimbursable insurance costs as part of their proposed management fee. The only other respondent to the RFB was Fuel Facility Management, Inc.

Fuel Facility Management, Inc. was subsequently selected as the lowest, most responsive, responsible bidder. The management agreement provides for the operation, management and maintenance of the airport's consolidated Rent-A-Car (RAC) fueling system, consisting of six (6) 25,000 gallon fuel tanks with bulk fuel delivery, an inventory reporting system, forty-eight (48) duplex fuel pumps and associated fuel system distribution and leak detection systems. In addition, the operator is responsible for aligning and completing environmental compliance requirements as necessary and authorized.

The Authority will reimburse Fuel Facility Management, Inc. (FFM) for all direct costs associated with personnel and operating expenses as approved in the annual budget. The operator will be paid a fixed management fee for overhead

11. RECOMMENDED APPROVAL

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

- | | |
|---|--|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED X (7-0)
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED X (5-0) Mann/Manning
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|--|

Background (continued)

and profit of \$210,000.00 during the first year of the contract and \$192,000.00 per year for each of the three (3) remaining years of the contract. All monthly expenses related to the consolidated rental car fueling system are directly reimbursed to the Authority by the participating on-airport rental car agencies based on their proportional use of the fueling system, in accordance with their On-Airport Rent-A-Car Concessionaire Agreements.

If approved, the management agreement will have an initial term of four (4) years beginning October 1, 2019, with options for up to two (2) additional two-year extension terms at the discretion of the Authority. The operator will be compensated for authorized services consistent with the applicable contract rates and the approved operating budget.

Attachment:

- (1) Tab Sheet
- (2) Master RFB
- (3) Winning Proposer
- (4) Management Agreement

B. Replace Two (2) Isolation Sumps

8. Secure work area.
9. Furnish, install, and maintain well pointing equipment to dewater for new transition sump and piping installation. (4 weeks)
10. Excavate and trench over existing piping on both sides of the existing sumps to tie into all three product lines.
11. Furnish and install new Bravo fiberglass transition sumps with 42" composite lid manhole.
12. Furnish and install 4" LCX double wall fiberglass piping (3 lines) and connect to the exist pipe on both sides of the old sump. (Piping will be installed one line at a time to keep facility in service.)
13. Excavate to remove existing concrete vault and sump and remove same.
14. Back fill excavated area with crushed rock.
15. Furnish and pour new 8' x 8' x 12" concrete slabs around new manholes.
16. Hydro test new sumps.
17. Disconnect and remove well pointing equipment.
18. Precision test new product lines. Prepare passing Hydro and test forms for FFM.
19. Excavate at to locate product lines.
20. Test lines to try and locate leak in one product line. Backfill after testing is complete.
21. Clean up entire work area.

C. Retrofit AST Piping with addition of Anti-Siphon Valves and Vapor Line Drain Valve

22. Secure AST work areas.
23. Drain product from two AST 3" distribution manifolds, one at a time.
24. Disconnect 3" distribution manifolds at 3" tee before shut-off valves, one manifold at a time.
25. Weld flanges to tee sections and install 3" solenoid valves.
26. Reconnect manifold.
27. Run electrical conduits and wiring for new solenoid valve to electrical room.
28. Pressure test manifolds from STPs to shut-off valves.
29. Purge product line and precision test.
30. Test solenoid operation.
31. Repeat for 2nd and 3rd manifolds.
32. Install relay for Pneumacator system.
33. Disconnect vapor return lines at each tank.
34. Install temporary blind flanges at tank return connections to isolate vapor lines from tanks.
35. Purge vapor lines with nitrogen and/or CO2.
36. Drill 3" return line at lowest point.
37. Weld 1" coupling.
38. Install 1" ball valve drain and cap.
39. Reconnect vapor return lines to tanks.
40. Test tank ullage with nitrogen.

D. Retrofit Emergency Shut Off Switches

41. Furnish geo-survey and engineering plans for electrical retrofitting of emergency shut-off switches.
42. Secure work areas.
43. Saw cut asphalt and remove and dispose of asphalt for seven (7) direct bore pits for looping of conduits from one QTA to another. Excavate bore pits and short trenches to each QTA building.
44. Direct bore and install one (1) 2" electrical conduit from AST farm electrical room location across over to all seven (7) QTAs.

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45. Run electrical wiring from tank farm to tie in all QTA emergency shut-offs to create shutdown of all STPs as part of all emergency shut-off switches.
46. Relocate seven (7) existing island emergency shut-off switches and re-install on nearest canopy columns at ADA compliant heights.
47. Test all emergency switches for shutdown of fueling at QTAs and AST farm STPs.
48. Restore all disturbed concrete, asphalt and landscaping.
49. Clean up entire work areas.
50. Furnish signed and sealed as-builts.

BUDGET PRICING:

Description	Quantity	Unit Cost	Sub Total
A			\$252,788.00
B			\$295,911.00
C			\$244,938.00
D			\$551,935.00
Total			\$1,345,572.00 plus tax

OPTIONS:

- 1) Engineering and Geo-Survey allowance of \$40,000.00 included in Item D.
- 2) Contaminated Water Stripping will be performed on T&M basis and is not included in budget pricing. Same applies to contaminated soils handling and disposal, if encountered.

NOTES:

- a) Any unforeseen conditions will be charged out on a time and material basis.
- b) No environmental testing, closure, mitigation, clean-up, and disposal included in budget pricing.
- c) Any costs related to permitting will be handled on a time and materials basis.
- d) Final pricing from budget status subject to final engineering, drawings, and permitting.
- e) Budget Pricing is based work being performed during standard daylight hours
- f) If additional product lines need to be excavated and tested and or replaced, this will be done on T&M
- g) Base budget bid for items A, B, and C do not include any engineering, permitting or environmental work.

TERMS:

Upon final pricing and acceptance: Payment Terms: 25% due upon acceptance of this contract balance is due upon completion. Wayne equipment is due upon acknowledgement of shipment from the manufacturer; if this cannot be met then add 15%. All Payments should be made to the principal office of Adams Tank & Lift, Inc. in Pinellas County, FL. Only past due or unpaid balance shall accrue interest at the rate of 1½% per month. Purchaser further agrees to pay Adams Tank & Lift, Inc. reasonable attorney's fees and court cost if this account is placed in the hands of an attorney for collections.

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Acceptance: This proposal, when accepted by the purchaser, and final approval of seller's Official Officer, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. The Equipment in this proposal remains the property of Adams Tank & Lift until the contract is paid in full. Adam Tank & Lift retains the right to remove the equipment for non-payment at our discretion.

THANK YOU,

AUTHORIZATION,

APPROVAL,

Jorge Cotto		Customer Name		Andy Adams	
Construction Manager	Date		Date	Vice President	Date
Spatco / AT&L				Spatco / AT&L	

TERMS AND CONDITIONS:

PRICES - Prices quoted are for acceptance within 60 days and, unless otherwise specified, are subject to change without notice after that date.

TERMS - Unless otherwise specified, terms are net on completion of all work. On all installation contracts, a deposit will be required, and payments will be made on a percentage of completion. Terms on equipment, unless otherwise specified are net 10 days from the date of delivery in total. Delivery to our plant for purposes of convenience or coordination shall be considered "Delivers" for billing purposes. The Seller reserves the right to charge the Purchaser 1 1/2% per month on past due balances. This represents an annual rate of 18%. Purchaser agrees to pay Seller reasonable Attorney's fees and Court Costs if his account is placed in the hands of an Attorney for collection.

DELIVERY - Delivery promises are contingent upon fire, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules but cannot guarantee to do so. Delivery, unless otherwise stated does not include unloading. The Purchaser shall make a storage area available to the Seller. Any necessary relocation of equipment or installation from this designated area will be at the Purchaser's expense.

DELAYS - Due to the ever-increasing cost of labor and materials, any delay of progress, not under Seller's direct control will constitute an additional charge to purchaser.

WARRANTY - Labor supplied by the Seller are guaranteed for 1 year from date of installation or delivery, ordinary use, wear and tear or damage from abuse or accident excepted. It is specially understood that products and parts not manufactured and work not performed directly by Seller are warranted only to the extent and in the manner that the same are warranted to the Seller by Seller's vendors and then only to the extent Seller is able to enforce such warranty. In enforcing such warranty, it is understood Seller shall have no obligation to initiate litigation unless Purchaser undertakes to pay all costs and expenses therefore, including but not limited to attorney's fees, and indemnifies Seller against any liabilities to Seller's vendors arising out of such litigation.

EXCAVATION - Excavation quotations are based on normal soil conditions. In the event of cave-ins, and the necessity to slope whole, all associated cost with the removal of the excess soil and replacement with either sand or pea gravel will be considered an extra and all cost shall be borne by the Purchaser. In the event underground structures, cables, conduit, debris, rock, water, utilities, or running sand are

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encountered, destroyed, or damaged during the performance of the contract, the Seller shall not be held responsible. Additional costs resulting shall be borne by the Purchaser but shall in no case exceed existing rate scales for labor and materials had the quotation originally been based on time and materials. Mechanical compaction of backfill is not included in the proposal unless specified. Finished grades are to be established and verified by the Purchaser. Purchaser will be responsible for filling all underground storage tanks with liquid for ballast immediately upon setting tanks in excavations. All costs in filling of underground storage tanks with either water or product for ballast, shall be borne by the Purchaser. The Seller shall notify the Purchaser when product and/or ballast will be needed. The Seller shall not be responsible for the contamination or loss of product used for ballast. In the event any tanks should float, the Seller shall be held blameless, and shall not be responsible for the contamination or loss of the product used for ballast. All expenses for equipment, labor, materials, and subcontractors to reinstall tanks, or to clean up contamination or pollution shall be borne by the Purchaser and/or the Property Owner. Removal of ballast from tanks shall be at the expense of the Purchaser unless otherwise specified in contract.

CONTAMINATION AND POLLUTION - In the event, preexisting or occurring through no fault of the Seller, pollution or contamination is encountered, the Seller shall be held blameless. The cleanup, removal, and disposal of such pollution/contamination shall be considered an extra and all associated cost, delays, fines, penalties, etc. shall be borne by the Purchaser and/or the Property Owner.

RELATED WORK - Labor, materials and outside services, electrical, concrete, blacktop, water and sewer work, are not included in proposals unless specified. Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in this Contract, the encountered, the Contract Sum shall be adjusted, additional costs resulting shall be borne by the purchaser. If concrete slabs are finished under this proposal, Seller will not be responsible for slab if not protected from traffic by Purchaser for 28 days. Anchors and Foundations not included in this contract unless specified.

TAXES - Prices quoted on equipment and repair parts are subject to Federal, State or Municipal Taxes which may be in effect or which may be imposed prior to the actual shipment of materials and equipment.

LIEN RIGHTS - To protect all parties, a mechanics lien will be automatically filed where payment is not received according to the terms stated above.

TITLE AND RISK OF LOSS - Full risk of loss (including transportation delays and losses) shall pass to the Purchaser upon delivery of products/equipment to the F.O.B. point.

RETURNED GOODS – All Deposits are Non-Refundable. All claims for shortages, corrections in prices or errors must be made within five (5) days of receipt of goods. In no instance is merchandise to be returned without Seller’s approval or the issuance of a Credit Memo. All materials returned that are non-stocking items will be subject to a fifty (50%) percent handling charge. All stocking items will be subject to a twenty (25%) percent restocking charge. All USTs, ASTs, and special ordered items are not subject to returns. It is understood that no goods can be returned for credit without adhering to above conditions.

GENERAL - It is the responsibility of the Purchaser to notify the appropriate authority, agency, or person with jurisdiction, if there is any indication that contaminated soil is or will be encountered during excavation. Furthermore, it is also the responsibility of the Purchaser to secure whatever assistance is required to accurately determine the level of suspected contamination. The Purchaser has reviewed all circumstances relating to the disposal of excavated materials from the location named on the reverse to the indicated disposal site and takes full responsibility for this action. The Purchaser further agrees to protect, defend, reimburse and hold Adams Tank & Lift, Inc. and its' Employees and Agents free and

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harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, fines, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained or initiated by any party, in regard to contamination.

LIMITATION OF DAMAGES - In no event shall either party and/or its affiliates be liable to anyone, whether in contract or tort or any other legal theory, for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage arising out of or in any way related to the contract work, regardless of cause and even if a party or its affiliate has been previously advised of the possibility of such damages. Nothing in this agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 22-23MLB Septic Tank and Grease Trap Cleaning Services for The Lee County Port Authority to Rockfill Associates dba Crews Environmental as the lowest, responsive and responsible bidder in the estimated amount of \$135,720 annually for the initial five-year term and \$159,720 for the remaining two-year renewal period, or \$998,040 for the full seven-year period per the terms and conditions of the contract.
2. **FUNDING SOURCE:** General Airport Operating Revenues derived from airport user fees in the estimated amount of \$998,040 from account string VB5131541200-504390.
3. **TERM:** One initial five-year term with one (1) additional two-year renewal period with services to commence on or around April 1, 2022 at the discretion of the executive director.
4. **WHAT ACTION ACCOMPLISHES:** Provides clean-out services for lavatory dump stations, septic tanks, and grease traps utilized by LCPA.

5. **CATEGORY:** 15.
Administrative Agenda

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Steve Hennigan

DIV. Aviation

10. **BACKGROUND:**

On December 15, 2021, LCPA released Request for Bid (RFB) 22-23MLB Septic Tank and Grease Trap Cleaning Services for The Lee County Port Authority. The request sought qualified contractors capable of providing cleaning services for four tanks at Southwest Florida International Airport at a frequency identified in the RFB for an initial term of five-years with one two-year renewal. The RFB was broadcast on the LCPA website, Airport Minority Airport Council (AMAC), Airport Council International, Florida Airport Council (FAC), and in IonWave, the Authority's e-procurement system which electronically notified fifty (50) potential bidders of the RFB. At Bid closing, LCPA received Two (2) Bids submitted for consideration.

The Lee County Port Authority (LCPA) Maintenance Department manages the septic clean-out services contract for the following locations at Southwest Florida International Airport:

1. 1,000-gallon wastewater tank used at Security Gate #64 (14200 Perimeter Road, Fort Myers, FL 33913)

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)

2. 12,000-gallon aircraft lavatory waste tank (14100 Perimeter Road, Fort Myers, FL 33913)
3. 13,000-gallon overflow aircraft lavatory waste tank (15940 Air Cargo Lane, Fort Myers, FL 33913)
4. 500-gallon grease trap used at ARFF (17211 Perimeter Road, Fort Myers, FL 33913)

Ground service providers remove lavatory waste from aircraft during routine servicing and the waste is either dumped in the 12,000-gallon aircraft lavatory waste tank or the 13,000 overflow aircraft lavatory waste tank. These tanks are cleaned out between two (2) and five (5) times weekly depending on levels of flight activity. The 500-gallon grease trap at ARFF Station #92 is serviced quarterly and the 1,000 gallon waste tank at Gate #64 is serviced weekly.

Staff recommends the Board approve the Service Provider Agreement with the lowest, responsive, responsible bidder Rockfill Associates LLC, dba Crews Environmental, for an initial five (5) year contract term with a renewal of one (1) additional two (2) year term at the discretion of the executive director. The annual estimated expense for the initial term is approximately \$135,720, and the estimated annual expense for the renewal period is \$159,720. The combined seven-year estimated expense is \$998,040.00.

Attachments:

1. RFB 22-23MLB Septic Tank and Grease Trap Cleaning Services for the Lee County Port Authority
2. Bid Opening Tabulation of RFB 22-23MLB
3. Supplier Response
4. Notice of Intent to Award
5. Service Provider Agreement



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

REQUEST FOR BIDS (RFB) 22-23MLB

FOR

**SEPTIC TANK AND GREASE TRAP CLEANING SERVICES FOR THE
LEE COUNTY PORT AUTHORITY**

DATED: 12/15/2021

PURCHASING OFFICE DESIGNATED CONTACT

Megan Bowman, Senior Procurement Agent
Telephone: (239) 590-4558
E-mail: mlbowman@flynpcpa.com

NON-MANDATORY PRE-BID MEETING:

Wednesday, December 22, 2021 11:00 a.m. local time

Remote Meeting ID: <https://meet.google.com/nzy-qkig-zsa>
Phone Number: (US) +1 386-753-7907 | PIN 188 046 640#

INQUIRIES & CLARIFICATION REQUESTS DEADLINE:

Wednesday, December 29, 2021 by 5:00 p.m. local time

ELECTRONIC BID SUBMISSION INTO IONWAVE DUE DATE AND TIME:

Wednesday, January 12, 2022 prior to 2:00 p.m. local time
The opening of bids may be viewed through Google Meets

Remote Meeting ID: <https://meet.google.com/yhh-npbc-ysh>
Phone Number: (US) +1 715-600-0109 | PIN: 661 522 918#



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 provide septic system and grease trap cleaning services, as specified in this Request for Bids (RFB). Solicitation documents may be accessed at 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 electronically via Google Meets.

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 made in writing and submitted in IonWave under the “Questions” tab. This deadline has been established to maintain fair treatment for all potential Bidders, while ensuring an expeditious selection process.

PUBLIC RECEIVING AND OPENING OF BIDS

The Authority is accepting bids submitted electronically in IonWave until Wednesday, January 12, 2022, 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



RFB 22-23MLB: SEPTIC TANK AND GREASE TRAP CLEANING SERVICES

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.



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 submitted in IonWave under the "Questions" tab 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 RFB 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/sub-consultants, 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 (“Agreement”) 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:

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;

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;

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; and

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 it has received a public records request 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 the 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 the 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 the 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 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 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 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]

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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 and approved 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 (2) prior to the date the bid is due.

Complete and accurate reference information must be provided where indicated on the Bid Form. The Authority will contact references to verify bidder has been in continuous operation providing the services that are subject of this RFB for a minimum of two years.

B.02 BASIS OF AWARD

The award will be made to the responsive and responsible Bidder having the lowest total bid. The lowest bid will be based on the sum of the grand total of all bid line items including renewal periods. To be considered for award Bidder is required to bid all line items.

The lowest, responsible Bidder will 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 that 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 be fixed, firm net pricing and will remain firm for the initial term and for any renewal periods. Pricing for each service indicated will be inclusive of all labor, travel, equipment, supplies, and any other incidentals which are required to completely perform the services to the satisfaction of the Authority.



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 five (5) years. The Agreement will renew automatically beyond the initial term for an additional two (2) year period. The total contract duration will not exceed seven (7) years.

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.

B.06 USE OF PREMISES

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

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

B.07 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 specified herein.

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

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

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

B.08 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE

Employees of the successful Bidder will be required to perform services within the Air Operations Area (AOA) at Southwest Florida International Airport and as such, must qualify for and obtain airport issued identification badges.

Airport issued identification badges are required to 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 the successful Bidder's employees who will be performing services on site and within the AOA.

Upon successful completion of a background screening, the Authority will issue a badge to each employee who will be responsible for providing services on site and within the AOA.

The successful Bidder must coordinate work in advance that will be conducted within the AOA or in an area requiring access through, or around the AOA.

The successful Bidder is required to have and maintain for the duration of the term a minimum of two badged employees available for and assigned to, perform the services on Airport property who are able to successfully pass the following contractor screening requirements necessary to obtain airport-issued identification badges. During the time period in which the successful bidder's employees are being processed through the badging pre-screening process, the successful Bidder will provide employees to perform the services. These employees will be escorted onto the airfield to complete the services. The time period for badging pre-screening usually takes ten days, but could take up to six weeks. Individuals who are being processed for a badge will not be permitted to enter any secure area until such time as the processing is completed and a badge issued. To be clear, at the point an application for a badge is made, the applicant is not eligible to be escorted onto secure areas of airport property. However, individuals who are not engaged in the badging process may be escorted by Authority personnel and are able to provide services.

The background check is in two parts as follows:

Part 1: The Authority will collect the applicant's fingerprints and request a fingerprint based criminal history review. There are specific convictions and adjudications of not guilty by reason of insanity that, if they have occurred within the last 10 years, will disqualify an applicant from receiving an access badge.

The applicant's biographic information is submitted to TSA to conduct a Security Threat Assessment of the individual.

If there are no disqualifying convictions and the Security Threat Assessment comes back clear, the Authority Badging Office will notify the signatory authority that signed the application that the applicant may be scheduled for classes.

Below is a list of 49 CFR 1542.209(d), events which are disqualifying criminal offenses:

- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
- (2) Interference with air navigation; 49 U.S.C. 46308.
- (3) Improper transportation of a hazardous material; 49 U.S.C. 46312.
- (4) Aircraft piracy; 49 U.S.C. 46502.
- (5) Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
- (6) Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
- (7) Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
- (8) Conveying false information and threats; 49 U.S.C. 46507.

- (9) Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
- (10) Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
- (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
- (12) Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
- (13) Murder.
- (14) Assault with intent to murder.
- (15) Espionage.
- (16) Sedition.
- (17) Kidnapping or hostage taking.
- (18) Treason.
- (19) Rape or aggravated sexual abuse.
- (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- (21) Extortion.
- (22) Armed or felony unarmed robbery.
- (23) Distribution of, or intent to distribute, a controlled substance.
- (24) Felony arson.
- (25) Felony involving a threat.
- (26) Felony involving -
 - (i) Willful destruction of property;
 - (ii) Importation or manufacture of a controlled substance;
 - (iii) Burglary;
 - (iv) Theft;
 - (v) Dishonesty, fraud, or misrepresentation;
 - (vi) Possession or distribution of stolen property;
 - (vii) Aggravated assault;



(viii) Bribery; or

(ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.

[END OF PART B]

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PART C SCOPE OF SERVICES

C.01 **PURPOSE**

The Authority seeks a qualified bidder to provide septic tank and grease trap cleaning services on an as needed basis as determined by the Authority. The Authority anticipates ordering septic tank pumping and disposal service 2-5 times per week, with the exception of the overflow tank, which is expected to require service once per month. Each time the successful bidder responds to an Authority call for septic tank pumping and disposal services, the successful bidder will be on site to remove 4000 gallons. Grease trap cleaning services will be performed on a quarterly basis at the request of the Authority.

C.02 **PERFORMANCE**

It is the intent of the Authority to obtain the services specified herein from a qualified provider that will give prompt and convenient service. The successful Bidder must be able to perform in accordance with this Scope of Services. From the time the Authority places an order for services, the successful bidder is required to provide such services within two and a half hours. The Authority reserves the right to obtain services from any other sources in the event the successful Bidder is unable to perform in a timely manner or fails to meet requirements to the satisfaction of the Authority.

C.03 **SERVICE LOCATIONS**

The following locations require septic pumping services. Complete service is defined as pumping up to 4000 gallons from one or more of the following tanks and, hauling and properly disposing of collected materials.

1. **Waste Water Tank**

1,000 Gallon Tank
Stores: Sewer Water Waste
Address: 14200 Perimeter Road
Ft. Myers, Fl. 33916

2. **Blue Water Tank (airplane lavatory waste)**

12,000 Gallon Tank
Stores: Airplane Lavatory Waste (Tank is treated with ammonia)
Address: 14100 Perimeter Road
Ft. Myers, FL. 33916

3. **Overflow Tank (for airplane lavatory waste)**

13,000 Gallon Tank
Stores: Sewage Waste
15940 Air Cargo Lane
Ft. Myers, FL. 33916

The following location requires grease trap services. Services must be performed in compliance with Lee County Code of Ordinances/Chapter 30, Article XIII, Sec. 30-203. Successful Bidder is required to provide a Fats, Oils, Grease (FOG) Waste Disposal Tracking Report each time the grease trap has been pumped and cleaned. The Authority anticipates ordering services on a quarterly basis, as deemed necessary by the Authority. Successful bidder must arrive on site to perform grease trap cleaning services within (2) two hours from the time the Authority makes an order for services.



4. Grease Trap

500 Gallon
17211 Perimeter Road
Ft. Myers, FL. 33916

C.04 After Hours Services

In the event after hours septic services are required during the term of the agreement, the Authority will contact the successful bidder. Successful bidder will be required to provide services to pump 4000 gallons from one of more of the aforementioned tanks and properly dispose of collected material. Successful bidder will be required to respond on site within two (2) hours from notification by the Authority. Services performed between 6pm and 7am Monday through Friday and services performed on weekends or on holidays observed by the Authority are considered after hours services.

[END OF PART C]

**PART D
PLANS, DRAWINGS, PHOTOGRAPHS, ETC**

Map of Service Tanks and Waste Water Tank



Waste Water Tank



Waste Water Tank



Blue Water Tank



Blue Water Tank



Overflow Tank



[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 request by the Authority, 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 \$1,000,000, and products-completed operations, with a minimum limit of \$2,000,000 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	\$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.

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



million per employee for disease. Successful Vendor must provide the following types of insurance with minimum limits as indicated

Workers' Compensation Florida Statutory Coverage
Employer's Liability \$1,000,000 Each Accident
\$1,000,000 (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 section 768.28, Florida Statutes 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]



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, 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 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

Notary Public – State of _____
County of _____

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

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

Printed typed or stamped commissioned name of Notary Public



FORM 2: OFFICIAL BID FORM

BID NO. **RFB 22-23MLB**
BIDS ARE DUE ON: **WEDNESDAY, JANUARY 12, 2022,**
PRIOR TO 2:00 P.M. LOCAL TIME

ALL BIDDERS MUST SUBMIT THEIR BID PRICING IN IONWAVE

Step 1: Go to Ionwave at <https://flylcpa.ionwave.net/Login.aspx> and Log in

Step 2: Search for RFB 22-23MLB

Step 3: Once RFB 22-23MLB has been accessed, review and complete all posted documents in order to submit a bid for consideration.

Bids will be opened publically. Please refer to the cover page to access the meeting through the Google Meets link identified on the cover page.



FORM 2: OFFICIAL BID FORM (2 of 2)

Bidders must demonstrate to the satisfaction of the Authority that the minimum qualifications set forth in Part B, Special Instructions and Requirements at section B.01 have been met. The Authority will utilize the information provided below to verify the Bidder has met the minimum qualifications. Each Bidder must provide accurate information below. Up to date and current contact information is the sole responsibility of the Bidder. The inability of the Authority to perform reference checks due to the submittal of inaccurate or outdated reference contact information will be viewed as a negative aspect of the Bidder's response and may affect the Authority's determination of responsiveness.

Reference Information

1. _____
BIDDER

REFERENCE COMPANY NAME

REFERENCE CONTACT NAME/TITLE

DESCRIPTION OF SERVICES PROVIDED

REFERENCE CONTACT PHONE #

REFERENCE CONTACT EMAIL

DATES SERVICES STARTED/COMPLETED

2. _____
BIDDER

REFERENCE COMPANY NAME

REFERENCE CONTACT NAME/TITLE

DESCRIPTION OF SERVICES PROVIDED

REFERENCE CONTACT PHONE #

REFERENCE CONTACT EMAIL

DATES SERVICES STARTED/COMPLETED



FORM 3: LOBBYING AFFIDAVIT

State of: _____

County of: _____

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

AFFIANT

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

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

(Serial or Commission No.)

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



FORM 4: PUBLIC ENTITY CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a) FLORIDA STATUTES

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

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

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

[Signature]

Notary Public

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ by means of physical presence or online notarization who produced the following as identification _____ (Type of identification) or is personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]



FORM 5: SCRUTINIZED COMPANIES CERTIFICATION

Bidder hereby certifies under penalties of perjury as of the date of submission of its RFB to provide goods and services to Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in section 287.135, Florida 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 _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ by means of physical presence or online notarization who produced the following as identification _____ (Type of identification) or is personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]



FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

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

Please identify the firm name and physical address below:

(in Lee County, Florida)

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

Please provide the following information:

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

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

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

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

(in Lee County, Florida)

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

Please identify the firm name and physical address below:



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

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

Printed Name

Title

Signature

Notary Public

State of _____

County of _____

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

_____ by means of physical presence or online
notarization who produced the following as identification _____

(Type of identification) or is personally known to me. My Commission Expires _____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

[Remainder of page intentionally left blank]

Bid Request Number
Title

22-23MLB Addendum 1
SEPTIC TANK AND GREASE TRAP CLEANING SERVICES FOR THE LEE COUNTY PORT AUTHORITY

Organization Lee County Port Authority eBid
Bid Creator Megan L. Bowman Senior Procurement Agent

Description
Bid Type
Open Date
Close Date

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 provide septic system and grease trap cleaning services, as specified in this Request for Bids (RFB). Solicitation documents may be accessed at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the Purchasing Office.
RFB
12/15/2021 02:45:01 PM (ET)
1/18/2022 02:00:00 PM (ET)

Email mlbowman@flylcpa.com
Phone (239) 590-4558
Fax

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Rockfill Associates LLC dba Crews Environmental	Fort Myers	FL	1/12/2022 12:34:39 PM (ET)	6	\$297,365.00
A1 Gator Septic (Wind River Environmental)	Fort Myers	FL	1/18/2022 11:15:05 AM (ET)	6	\$379,890.00

Response Notes

Supplier	Notes
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Rockfill Associates LLC dba Crews Environmental Please note: A cashier's check has been mailed to the Lee County Port Authority in lieu of a bid bond. Please see attachments for a letter of confirmation of funds from our bank and a copy of the Cashier's check.

A1 Gator Septic (Wind River Environmental) Bid bond to be hand delivered 1/18/22

Header Attributes

Supplier Name	1 (Required) BID BOND REQUIREMENTS Bidders must mail their bid bond, certified check, or cashier's check payable to the Lee County Port Authority Board of Port Commissioners with a dollar amount representing not less than five percent (5%) of the total amount bid on or before January 12, 2022. Bidders are also required to upload a copy of the bid bond into Ionwave. 11000 Terminal Access Rd, Fort Myers, FL 33913 Attention: Megan Bowman
A1 Gator Septic (Wind River Environmental)	I have read and understand the requirements.
Rockfill Associates LLC dba Crews Environmental	I have read and understand the requirements.

Line Items

Line 1 Pricing for each service indicated below will be inclusive of all labc									
<u>Name</u>	<u>Qty</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>	

Line 2 INITIAL TERM PRICING Provide a firm, fixed, unit price for septic p									
<u>Name</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>	
Rockfill Associates LLC dba Crews Environmental	192	Per Complete Service	\$700.00	\$134,400.00					
A1 Gator Septic (Wind River Environmental)	192	Per Complete Service	\$960.00	\$184,320.00					

Line 3 INITIAL TERM PRICING Grease Trap - 500 Gallon Tank Provide a fir									
<u>Name</u>	<u>Qty</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>	
A1 Gator Septic (Wind River Environmental)	4	Per Complete Service	\$122.50	\$490.00					
Rockfill Associates LLC dba Crews Environmental	4	Per Complete Service	\$330.00	\$1,320.00					

Line 4 INITIAL TERM PRICING Provide a firm, fixed, unit price for Septic p									
<u>Name</u>	<u>Qty</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>	
Rockfill Associates LLC dba Crews Environmental	1	Per Complete Service	\$900.00	\$900.00					
A1 Gator Septic (Wind River Environmental)	1	Per Complete Service	\$1,260.00	\$1,260.00					

Line 5 RENEWAL TERM PRICING Provide a firm, fixed, unit price for septi									
<u>Name</u>	<u>Qty</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>	
Rockfill Associates LLC dba Crews Environmental	192	Per Complete Service	\$825.00	\$158,400.00					
A1 Gator Septic (Wind River Environmental)	192	Per Complete Service	\$1,000.00	\$192,000.00					

Line 6 RENEWAL TERM PRICING The estimated quantities indicated on th									
<u>Name</u>	<u>Qty</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>	
A1 Gator Septic (Wind River Environmental)	4	Per Complete Service	\$130.00	\$520.00					
Rockfill Associates LLC dba Crews Environmental	4	Per Complete Service	\$330.00	\$1,320.00					

Line 7 RENEWAL TERM PRICING Provide a firm, fixed, unit price for Septi									
<u>Name</u>	<u>Qty</u>	<u>UOM</u>	<u>Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>	
Rockfill Associates LLC dba Crews Environmental	1	Per Complete Service	\$1,025.00	\$1,025.00					
A1 Gator Septic (Wind River Environmental)	1	Per Complete Service	\$1,300.00	\$1,300.00					



22-23MLB Addendum 1

Rockfill Associates LLC dba Crews Environmental Supplier Response

Event Information

Number: 22-23MLB Addendum 1
Title: SEPTIC TANK AND GREASE TRAP CLEANING SERVICES FOR THE LEE COUNTY PORT AUTHORITY
Type: Request for Bid
Issue Date: 12/15/2021
Deadline: 1/12/2022 02:00 PM (ET)
Notes: 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 provide septic system and grease trap cleaning services, as specified in this Request for Bids (RFB). Solicitation documents may be accessed at <https://flylcpa.ionwave.net/Login.aspx> or by contacting the Purchasing Office.

Contact Information

Contact: Megan L. Bowman Senior Procurement Agent
Address: Purchasing Office
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913
Phone: (239) 590-4558
Email: mlbowman@flylcpa.com

Rockfill Associates LLC dba Crews Environmental Information

Address: 2700 Rockfill Road
Fort Myers, FL 33916
Phone: (239) 332-1986
Email: controller@crewsenvironmental.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Michael D. Himschoot

Signature

Submitted at 1/12/2022 11:34:39 AM

michaelh@crewsenvironmental.com

Email

Supplier Note

Please note: A cashier's check has been mailed to the Lee County Port Authority in lieu of a bid bond. Please see attachments for a letter of confirmation of funds from our bank and a copy of the Cashier's check.

Requested Attachments

Form 1 - BIDDERS CERTIFICATION

Form 1 Bidders Certification.pdf

BIDDER ARE TO COMPLETE AND UPLOAD FORM 1

Form 2 -OFFICIAL BID FORM (2 of 2)

Form 2 Official Bid Form (2 of 2).pdf

BIDDERS ARE TO COMPETE AND UPLOAD PAGE 2 OF FORM 2

Form 3 - LOBBYING AFFIDAVIT

Form 3 Lobbying Affidavit.pdf

BIDDERS ARE TO COMPETE AND UPLOAD FORM 3

Form 4 - PUBLIC ENTITY CRIMES CERTIFICATION

Form 4 Public Entity Crimes Certification.pdf

BIDDERS ARE TO COMPETE AND UPLOAD FORM 4

Form 5 - SCRUTINIZED COMPANIES CERTIFICATION

Form 5 Scrutinized Companies Certification.pdf

BIDDERS ARE TO COMPETE AND UPLOAD FORM 5

Form 6 - BIDDERS CERTIFICATION

Form 6 Local Preference Affidavit.pdf

BIDDERS ARE TO COMPLETE AND UPLOAD FORM 6

BID BOND

Cashiers check.pdf

Bidder will upload copy of Bid Bond

Response Attachments

11-5-21 revised COI to Lee County Port Authority.pdf

Certificate of Liability Insurance

workers comp airport.pdf

Workers Comp Cert

Cashiers check.pdf

Copy of cashiers check

FineMark Bank letter of Intent.pdf

Letter from FineMark Bank

2 INITIAL TERM PRICING

Provide a firm, fixed, unit price for septic pumping, hauling and disposal of 4,000 gallons for one or combination of multiple locations as follows:

1. Guard Shack - 1000 Gallon Tank

Address: Southwest Florida International Airport
14200 Perimeter Road, Ft. Myers

2. Main Blue Water - 12,000 Gallon Tank

Address: Southwest Florida International Airport
14100 Perimeter Road, Ft. Myers

3. Overflow Tank - 13,500 Gallon

Address: Southwest Florida International Airport
15940 Air Cargo Lane, Ft. Myers

Quantity: 192 UOM: Per Complete Service Unit Price: Total:

3 INITIAL TERM PRICING

Grease Trap - 500 Gallon Tank

Provide a firm, fixed, unit price per grease trap cleaning service.

Address: Southwest Florida International Airport
17211 Perimeter Road
Ft. Myers, Fl. 33916

Quantity: 4 UOM: Per Complete Service Unit Price: Total:

4 INITIAL TERM PRICING

Provide a firm, fixed, unit price for Septic pumping, hauling and disposal service of 4000 gallons for one or more tanks with service occurring after hours.

Quantity: 1 UOM: Per Complete Service Price: Total:

5 RENEWAL TERM PRICING

Provide a firm, fixed, unit price for septic pumping, hauling and disposal of 4,000 gallons for one or combination of multiple locations for the renewal term as stated in the attached Request for Bid.

The estimated quantities indicated on the bid form are for a one year period.

1. Guard Shack - 1000 Gallon Tank

Address: Southwest Florida International Airport
14200 Perimeter Road, Ft. Myers

2. Main Blue Water - 12,000 Gallon Tank

Address: Southwest Florida International Airport
14100 Perimeter Road, Ft. Myers

3. Overflow Tank - 13,500 Gallon

Address: Southwest Florida International Airport
15940 Air Cargo Lane, Ft. Myers

Quantity: 192 UOM: Per Complete Service Price: Total:

6 RENEWAL TERM PRICING

The estimated quantities indicated on the bid form are for a one year period.

-

Grease Trap - 500 Gallon Tank

Provide a firm, fixed, unit price per grease trap cleaning service.

Address: Southwest Florida International Airport

17211 Perimeter Road

Ft. Myers, Fl. 33916

Quantity: 4 UOM: Per Complete Service Price: Total:

7 RENEWAL TERM PRICING

Provide a firm, fixed, unit price for Septic pumping, hauling and disposal service of 4000 gallons for one or more tanks with service occuring after hours.

Quantity: 1 UOM: Per Complete Service Price: Total:

Response Total: \$297,365.00

Procurement Summary

RFB 22-23MLB: SEPTIC TANK AND GREASE TRAP CLEANING SERVICES FOR THE LEE COUNTY PORT AUTHORITY NOTICE OF INTENDED DECISION

On December 15, 2021 Lee County Port Authority released Request for Bid (RFB) 22-23MLB for Septic Tank and Grease Trap Cleaning Services for the Lee County Port Authority. The successful bidder is required to provide septic tank and grease trap cleaning services on an as needed basis at the unit prices bid. The term of the agreement is for five years with the option to renew for one additional two year period.

The RFB was broadcast through the Lee County Port Authority website, Airport Minority Advisory Council, Airports Council International, Florida Airports Council and in IonWave, the Authority's e-procurement system. Additionally, local sources of supply were notified of the opportunity.

IonWave electronically notified 50 potential bidders. Two bidders submitted a bid for consideration, including:

Rockfill Associates LLC dba Crews Environmental, Ft. Myers, FL.

A1 Gator Septic, Wind River Environmental, Ft. Myers, FL.

In accordance with the solicitation documents, 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 be responsive, meaning the bid conforms in all material respects to the requirements set forth in the RFB.

The bid submitted by *Rockfill Associates LLC dba Crews Environmental* has been evaluated by the Procurement Agent and deemed to be responsive. In addition, the Maintenance Department has reviewed the bids received and has made a written recommendation to proceed to award the RFB to *Rockfill Associates LLC dba Crews Environmental*.

Upon review by the Airports Special Management Committee, this notice will serve as Lee County Port Authority's intended decision to award *Request for Bid 22-23MLB* and enter into a purchase agreement with *Rockfill Associates LLC dba Crews Environmental*, for *Septic Tank and Grease Trap Services for the Lee County Port Authority*.

Approved:



Melissa M. Wendel, CPPO, CPP-NIGP
Senior Procurement Manager

Date:

2-1-2022

Contract Number _____
Vendor Number 104326

**LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT**

RFB 22-23MLB

**SEPTIC TANK AND GREASE TRAP CLEANING SERVICES
FOR THE**

LEE COUNTY PORT AUTHORITY

THIS AGREEMENT is entered this ___ day of _____, 2022, between 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 Rockfill Associates, LLC dba Crews Environmental, a limited liability company authorized to do business in the State of Florida ("PROVIDER"), whose business address is 2700 Rockfill Road Fort Myers, FL 33916, Federal Identification Number 65-0437217 (collectively, the Authority and Provider are referred to throughout this Agreement as the "Parties").

WITNESSETH

WHEREAS, the Authority desires to contract with Provider for Septic and Grease Trap Services on an as needed basis at the Southwest Florida International Airport in Fort Myers, Florida, as specified in Request for Bid (RFB) 22-23MLB; and,

WHEREAS, Provider has reviewed the services and products required under RFB 22-23 and this Agreement, has submitted a bid agreeing to provide the requested services, and states that it is qualified, willing and able to provide the products and perform all such services required according to the provisions, conditions and terms below and in accord with all governing federal, state and local laws and regulations; and,

WHEREAS, Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services and products to be provided under this Agreement; and,

WHEREAS, Provider has been selected to provide the services and products described below as the result of a competitive selection process by Authority in accord with applicable Florida statutes and the Authority's Purchasing Policy, as approved by the Authority's Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the Parties agree as follows:

1.0 RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 SCOPE OF SERVICES

Provider hereby agrees to perform the services and/or provide the products set out in Part C of RFB 22-23, 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 Authority intends to enter into a Service Provider Agreement with the successful Bidder for an initial term of five (5) years. The Agreement will renew automatically beyond the initial term for an additional two (2) year period. Written notice of intention not to renew must be submitted at least ninety (90) days prior to the end of the initial contract term. The total contract duration will not exceed seven (7) years.

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.

Provider understands and agrees that by entering into this Agreement, the Authority does not waive its sovereign immunity and nothing herein will be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity in Section 768.28, Florida Statutes or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law. Provider's indemnification obligations as stated in this Agreement and in Part D of RFB 21-21 shall survive termination or completion of the services contracted hereunder.

12.0 AUTHORITY'S REPRESENTATIVE

The Maintenance Department, and/or the Authority Procurement 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 Fire Safety Systems** - Section 281.301, Florida Statutes, exempts information relating to the security or fire safety systems for any property owned by or leased to the Authority and any information relating to the security or fire safety 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 fire safety system plan” also includes threat assessments, threat response plans, emergency evacuation plans, shelter arrangements, security manuals, emergency equipment, and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority’s prior written consent, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction to provide, any confidential or exempt information concerning the services to be rendered by Provider under this Agreement. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

14.0 PROVIDER’S PUBLIC RECORDS OBLIGATIONS

Provider specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and will:

1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, publicrecords@flylcpa.com; [http://www.flylcpa.com/public records](http://www.flylcpa.com/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 22-23 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 or 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, the Authority in no way warrants that the required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

The acceptance by the Authority of any Certificate of Insurance evidencing the insurance coverage and limits required in this Agreement does not constitute approval or agreement by the 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 coverage will be primary and non-contributory to any insurance or self-insurance program carried by the Authority and applicable to work under this Agreement and will include a waiver of subrogation in favor of the Authority.

No work will commence, or any services or products be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by the Authority.

16.1. INSURANCE REQUIRED (Types and Limits)

Commercial General Liability, Commercial General Liability, including premises, operations, airside automobile, bodily injury, personal injury, property damage, and contractual liability, with a minimum combined single limit of \$1,000,000, and products-completed operations, with a minimum limit of \$2,000,000 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	\$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.

Business Automobile Liability ((which includes coverage of any auto, including owned, hired, and non-owned) with limits of at least \$1,000,000 per person and per accident for bodily injury, and \$1,000,000 per accident for property damage; OR a combined single limit of at least \$1,000,000 per accident. Successful Vendor 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 sued to satisfy the above limits.

Workers' Compensation insurance as required by the State of Florida, and Employers' Liability insurance with limits of at least \$1,000,000 per accident for bodily injury and \$1,000,000.

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.

16.2 OTHER INSURANCE REQUIREMENTS

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.

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@fylcpa.com.

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

Policy on Request

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

Change in coverage

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

Subcontractor's requirement

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

Before starting and until acceptance of goods or services by Authority, Provider will procure and maintain insurance of the types and to the limits specified in paragraphs 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.

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 subconsultants 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:

For the Authority:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671 Fort Myers, FL 33913
Attention: Airport Executive Director

For Provider:

Rockfill Associates dba Crews Environmental
2700 Rockfill Road
Fort Myers, FL 33916
Attention: Michael D. Himschoot

33.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

34.0 TERMINATION

This Agreement may be terminated by the Authority at its convenience, or for cause, by giving thirty (30) calendar days written notice to Provider.

35.0 TERMINATION UNDER SECTION 287.135, F.S.

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

36.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Agreement.

37.0 SECURING AGREEMENT DISCLOSURE

Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bona fide employee of Provider.

38.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the mutual agreement of the Parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by the Parties.

39.0 ACCEPTANCE

Acceptance of this Agreement will be indicated by the signature of the duly authorized representative of each party in the space provided.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first written above.

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
the presence of:

ROCKFILL ASSOCIATES, LLC DBA in
CREWS ENVIRONMENTAL

-

Authorized Signature for Provider

Witness

By: _____
Printed Name

Witness

SEAL

Title

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 Complex.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** This OTA provides partial reimbursement to the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.

5. **CATEGORY:** 16.
Administrative Agenda
6. **ASMC MEETING DATE:** 2/15/2022
7. **BoPC MEETING DATE:** 3/3/2022

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 occurred on September 11, 2001. 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 \$19,434,450.61 The allocations are as follows:

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
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

Background (continued)

- 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
- 2022 - \$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 FY' 22 OTA, the Executive Director signed the required document and the Port Authority requests the Board to ratify this action.

Attachment:

RSW Reimbursement OTA FY' 22

OTHER TRANSACTION AGREEMENT

OTA NUMBER	REQUISITION NUMBER
70T04019T9CAP1129 Modification Number: 00004	PR227672A012

ISSUED TO	ISSUED BY
Name & Address: LEE COUNTY PORT AUTHORITY 11000 TERMINAL ACCESS ROAD, SUITE 8671 FORT MYERS, FL 33913, US EIN: 596000702 DUNS: 781566419 LOCATION ENTITY CODE:	Name & Address: SECURITY TECHNOLOGY 6595 Springfield Center Drive Springfield, VA, 20598, US Email: megan.kesler@tsa.dhs.gov

PROGRAM TITLE	
Program	Electronic Baggage Screening Program (EBSP)
Overall Period of Performance	05/13/2019 - 09/30/2024
NAICS	488190
PSC	C1BE, Architect and Engineering – Construction: Airport terminals

FISCAL DATA	
See Continuation Page	
Net Increase:	\$2,437,018.52

PURPOSE

In accordance with Article XII Changes and/or Modifications, the purpose of Modification P00004 is to extend the Period of Performance by updating Article XV Effective Date, update Article V Distribution Value, update Article VI Funding and Limitations, and update Article VII Billing Procedure and Payment. See following pages for details.

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.

 80747EE3C2DD42D... _____ Participant's Signature	12/16/2021 _____ Date	_____ Contracting Officer's Signature	12/20/2021 _____ Date
Benjamin R. Siegel, Executive Director _____ TYPED NAME AND TITLE	KESLER, Ms. MEGAN R _____ TYPED NAME AND TITLE	MS. _____	

As a result of this modification, the following changes hereby take place:

1. ARTICLE V – DISTRIBUTION VALUE

Article V "Distribution Value" is hereby updated to include the following paragraph:

"Upon execution of Modification P00004, 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 2022 (FY22) "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."

2. 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, P00004, obligates the fifth *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 P00004 to the accounting line below and made available for payment to the Airport via Article VII "Billing Procedure and Payment."

P00004 Amount:

PR: PR227672A012

Accounting Line:

2022|0410000B012224DD|F300F305F00|7672080102|T22D170400|25
1001|61000000|7672000000|72OAP24PB2|010103|000000|000000|0000
00|0|0|0|0

TAS: 070202220240410000

Amount: \$2,437,018.52

3. 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 **P00004** payment until 14 days after **P00004** award by the TSA Contracting Officer."

4. ARTICLE XV – EFFECTIVE DATE

Article XV - "Effective Date" is hereby deleted and replaced with the following change 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, 2024.***

5. All other terms and conditions of the subject agreement are in full force and effect and remain unchanged.

--End of 70T04019T9CAP1129 P00004--

**Approved as to Form for the Reliance of
Lee County Port Authority Only:**

By:  52D772AB669A474
Office of the Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04) in the amount of \$2,445,825 from the Florida Department of Transportation for the Airport Traffic Control Tower at Southwest Florida International Airport.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Amends the current grant to add \$2,445,825 of state funding for RSW Airport Traffic Control Tower.

5. **CATEGORY:** 17.
Administrative Agenda

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As a result of continued coordination between the Lee County Port Authority (LCPA) and Florida Department of Transportation (FDOT) District One staff, an Amendment to the Public Transportation Grant Agreement, Financial Project No. 420652-1-94-04, has been secured. This Amendment adds \$2,445,825 in state funds in FY2021/2022 to be used towards eligible costs for the ATCT project currently under construction. LCPA staff continues to work with FDOT to program additional funds to reduce the LCPA's costs associated with this project. This brings FDOT's participation to date to \$24,451,590.

Attachments:

Resolution
Amendment to Public Transportation Grant Agreement

11. **RECOMMENDED APPROVAL**

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

RESOLUTION
FOR
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Amendment to the Public Transportation Grant Agreement (PTGA), Financial Project No. 420652-1-94-02, with the Florida Department of Transportation.

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That Amendment to the PTGA Financial Project No. 420652-1-94-04, is approved.
2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the Amendment to the PTGA, Financial Project No. 420652-1-94-04, with the Florida Department of Transportation.

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

Kevin Ruane
Ray Sandelli
Cecil L Pendergrass
Frank Mann
Brian Hamman

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2022.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 420652-1-94-04	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215	FLAIR Category: 088719
Contract Number: G1035	Federal Award Date:		Object Code: 751000
CFDA Number: N/A	Agency DUNS Number:	781566419	Org. Code: 55012020129
CFDA Title: N/A			Vendor Number: VF590717520004
CSFA Number: 55.004			Amendment No.: 3
CSFA Title: Aviation Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on _____, by and between the State of Florida, Department of Transportation (“Department”), and Lee County Port Authority, (“Agency”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Department and the Agency on 6/10/2019 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description.** The project is amended to add state and local funds, in accordance with the procedure for multi-year/phased airport projects.
- 2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$4,891,650 bringing the revised total cost of the project to \$19,385,996.

The Department's participation is X increased/ ___ decreased by \$2,445,825. The Department agrees to participate in the Project cost up to the maximum amount of \$9,692,998, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Lee County Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: John M. Kubler, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Don Conway, Senior Attorney (as to legality and form)

DS
DL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
420652-1-94-04	DDR	088719	2019	751000	55.004	Aviation Grant Program	\$2,120,254.00
420652-1-94-04	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$2,505,653.00
420652-1-94-04	DDR	088719	2021	751000	55.004	Aviation Grant Program	\$2,621,266.00
420652-1-94-04	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$2,239,547.00
420652-1-94-04	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$206,278.00
420652-1-94-04	LF	088719	2022	751000	55.004	Aviation Grant Program	\$2,445,825.00
420652-1-94-04	LF	088719	2021	751000	55.004	Aviation Grant Program	\$2,621,266.00
420652-1-94-04	LF	088719	2020	751000	55.004	Aviation Grant Program	\$2,505,653.00
420652-1-94-04	LF	088719	2019	751000	55.004	Aviation Grant Program	\$2,120,254.00
420652-1-94-04	LF	088719	2023	751000	55.004	Aviation Grant Program	\$16,502,446.00
Total Financial Assistance							\$35,888,442.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$9,692,998.00	\$9,692,998.00	\$0.00	\$19,385,996.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$9,692,998.00	\$9,692,998.00	\$0.00	\$19,385,996.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kristi A. Smith, CPM, PLS

Department Grant Manager Name

DocuSigned by:

1/4/2022 | 8:13 AM EST

Kristi A. Smith

39637259DDE4C5...

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$9,692,998

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Kristi.Smith@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1035

11/19/2021

CONTRACT INFORMATION

Contract:	G1035
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LEE COUNTY PORT AUTHORITY
Vendor ID:	F650717520004
Beginning Date of This Agreement:	06/10/2019
Ending Date of This Agreement:	06/30/2023
Contract Total/Budgetary Ceiling:	ct = \$9,692,998.00
Description:	Air Traffic Control Tower (ATCT) and Terminal Radar ApproachControl (TRACON)

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/19/2021

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A8
Object Code:	751000
Amount:	\$2,445,825.00
Financial Project:	42065219404
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088719/22
Amendment ID:	S003
Sequence:	00
User Assigned ID:	3
Enc Line (6s)/Status:	0002/04

Total Amount: \$2,445,825.00

Certificate Of Completion

Envelope Id: 25B58342D7C841C0887F8FF97AE6CF73 Status: Completed
 Subject: Please DocuSign: RSW_G1035_420652-1_ATCT & TRACON_PTGA Amendment No. 3_Draft for Review.pdf, _P...
 Contract Number (ex. C9A12, optional): G1035
 Document Contains Confidential Information?: No
 Fin Proj Num (ex.123456-1-32-01, Optional): 420652-1-94-04
 Office (contact Procurement if add is needed):
 Aviation
 Source Envelope:
 Document Pages: 7 Signatures: 1 Envelope Originator:
 Certificate Pages: 2 Initials: 1 Kristi A. Smith
 AutoNav: Enabled 605 Suwannee Street
 Enveloped Stamping: Enabled MS 20
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) Tallahassee, FL 32399-0450
kristi.smith@dot.state.fl.us
IP Address: 156.75.180.190

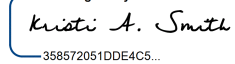
Record Tracking

Status: Original Holder: Kristi A. Smith Location: DocuSign
 1/4/2022 8:10:16 AM kristi.smith@dot.state.fl.us

Signer Events

Kristi A. Smith
 kristi.smith@dot.state.fl.us
 Senior Aviation/Intermodal Project Manager
 Florida Department of Transportation
 Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

358572051DDE4C5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.180.190

Timestamp

Sent: 1/4/2022 8:13:30 AM
 Viewed: 1/4/2022 8:13:43 AM
 Signed: 1/4/2022 8:13:52 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Don Conway
 don.conway@dot.state.fl.us
 Senior Attorney
 Florida Department of Transportation
 Security Level: Email, Account Authentication (None)

DS

 Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	1/4/2022 1:47:44 PM

Payment Events	Status	Timestamps
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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Accept a state grant (Amendment to the Public Transportation Grant Agreement, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02) in the amount of \$9,895,673 from the Florida Department of Transportation for the Terminal Expansion at Southwest Florida International Airport.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Amends the current grant to add \$9,895,673 of state funding for RSW Terminal Expansion.

5. **CATEGORY:** 18.
Administrative Agenda

6. **ASMC MEETING DATE:** 2/15/2022

7. **BoPC MEETING DATE:** 3/3/2022

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

As a result of continued coordination between the Lee County Port Authority (LCPA) and Florida Department of Transportation (FDOT) District One staff, an Amendment to the Public Transportation Grant Agreement, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02, has been secured. This Amendment adds \$9,895,673 in state funds in FY2021/2022 to be used towards eligible costs for the Terminal Expansion project currently under construction. LCPA staff continues to work with FDOT to program additional funds to reduce the LCPA's costs associated with this project. This brings FDOT's participation to date to \$36,456,520.

Attachments:

- Resolution
Amendment to Public Transportation Grant Agreement

11. **RECOMMENDED APPROVAL**

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

RESOLUTION
FOR
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

A RESOLUTION of the Lee County Port Authority Board of Port Commissioners authorizing the execution of that certain Amendment to the Public Transportation Grant Agreement (PTGA), Financial Project Nos. 441981-1-94-01 and 441981-1-94-02, with the Florida Department of Transportation.

WHEREAS, the Lee County Board of Port Commissioners has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Port Commissioners, Lee County, Florida:

- 1. That Amendment to the PTGA, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02, is approved.
2. That the Chair or Vice Chair of the Lee County Board of Port Commissioners is authorized to enter into, modify or terminate the Amendment to the PTGA, Financial Project Nos. 441981-1-94-01 and 441981-1-94-02, with the Florida Department of Transportation.

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

Kevin Ruane
Ray Sandelli
Cecil L Pendergrass
Frank Mann
Brian Hamman

DONE AND ADOPTED by the Board of Port Commissioners this _____ day of _____, 2022.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DIS,GMR,SIWR,DDR	FLAIR Category:	088719
441981-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
441981-1-94-02	Federal Number/Federal Award		Org. Code:	55012020129
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF590717520004
Contract Number: G1C87	Federal Award Date:		Amendment No.:	2
CFDA Number: N/A	Agency DUNS Number:	781566419		
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on _____, by and between the State of Florida, Department of Transportation (“Department”), and Lee County Port Authority, (“Agency”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Department and the Agency on 2/3/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description.** The project is amended to add state and local funds in accordance with the procedure for multi-year/phased airport projects.
- 2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$19,791,346 bringing the revised total cost of the project to \$63,337,240.

The Department's participation is X increased/ ___ decreased by \$9,895,673. The Department agrees to participate in the Project cost up to the maximum amount of \$31,668,620, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Lee County Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: John M. Kubler, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Don Conway, Senior Attorney (as to legality and form)

DS
DL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
							\$5,638,406.00
							\$2,908,173.00
441981-1-94-01	DIS	088719	2020	751000	55.004	Aviation Grant Program	\$3,125,696.00
441981-1-94-01	DIS	088719	2022	751000	55.004	Aviation Grant Program	\$5,041,126.00
441981-1-94-01	GMR	088719	2021	751000	55.004	Aviation Grant Program	\$10,679,532.00
441981-1-94-01	GMR	088719	2020	751000	55.004	Aviation Grant Program	\$6,593,415.00
441981-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$4,958,173.00
441981-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$3,467,718.00
441981-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$2,050,000.00
441981-1-94-01	SIWR	088719	2021	751000	55.004	Aviation Grant Program	\$4,937,500.00
441981-1-94-01	SIWR	088719	2022	751000	55.004	Aviation Grant Program	\$4,937,500.00
441981-1-94-02	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$4,500,000.00
441981-1-94-02	LF	088719	2022	751000	55.004	Aviation Grant Program	\$4,500,000.00
441981-1-94-02	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$4,500,000.00
441981-1-94-02	LF	088719	2021	751000	55.004	Aviation Grant Program	\$4,500,000.00
Total Financial Assistance							\$63,337,239

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$31,668,620.00	\$31,668,620.00	\$0.00	\$63,337,240.00	50.00	50.00	0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$31,668,620.00	\$31,668,620.00	\$0.00	\$63,337,240.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Kristi A. Smith, CPM, PLS

Department Grant Manager Name

1/4/2022 | 8:52 AM EST

Kristi A. Smith

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$31,668,620

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Kristi.Smith@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1C87

11/17/2021

CONTRACT INFORMATION

Contract:	G1C87
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LEE COUNTY PORT AUTHORITY
Vendor ID:	F650717520004
Beginning Date of This Agreement:	02/03/2020
Ending Date of This Agreement:	06/30/2025
Contract Total/Budgetary Ceiling:	ct = \$31,668,620.76
Description:	Terminal Expansion and Security Improvements

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/17/2021

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A8
Object Code:	751000
Amount:	\$4,958,173.00
Financial Project:	44198119401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088719/22
Amendment ID:	S003
Sequence:	00
User Assigned ID:	2
Enc Line (6s)/Status:	0004/04

Total Amount: \$4,958,173.00

To: Kristi.Smith@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1C87

11/17/2021

CONTRACT INFORMATION

Contract:	G1C87
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LEE COUNTY PORT AUTHORITY
Vendor ID:	F650717520004
Beginning Date of This Agreement:	02/03/2020
Ending Date of This Agreement:	06/30/2025
Contract Total/Budgetary Ceiling:	ct = \$31,668,620.76
Description:	Terminal Expansion and Security Improvements

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/17/2021

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A8
Object Code:	751000
Amount:	\$4,937,500.00
Financial Project:	44198119402
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088719/22
Amendment ID:	S004
Sequence:	00
User Assigned ID:	2
Enc Line (6s)/Status:	0005/04

Total Amount: \$4,937,500.00

Certificate Of Completion

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 Contract Number (ex. C9A12, optional): G1C87
 Document Contains Confidential Information?: No
 Fin Proj Num (ex.123456-1-32-01, Optional): 441981-1-94-01, 441981-1-94-02
 Office (contact Procurement if add is needed):
 Aviation
 Source Envelope:
 Document Pages: 8 Signatures: 1 Envelope Originator:
 Certificate Pages: 2 Initials: 1 Kristi A. Smith
 AutoNav: Enabled 605 Suwannee Street
 Enveloped Stamping: Enabled MS 20
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) Tallahassee, FL 32399-0450
kristi.smith@dot.state.fl.us
IP Address: 156.75.180.190

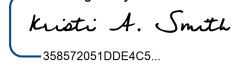
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Signer Events

Kristi A. Smith
 kristi.smith@dot.state.fl.us
 Senior Aviation/Intermodal Project Manager
 Florida Department of Transportation
 Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

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Electronic Record and Signature Disclosure:
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Don Conway
 don.conway@dot.state.fl.us
 Senior Attorney
 Florida Department of Transportation
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.252.6

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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a federal grant (Airport Rescue Grant Program, Grant Agreement No. 3- 12- 0135-062-2022) from the Federal Aviation Administration for American Rescue Plan Act (ARPA) funds in the amount of \$33,178,988 for Southwest Florida International Airport.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides \$33,178,988 of ARPA funding for economic relief at Southwest Florida International Airport.</p> | <p>5. CATEGORY: 19.
Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/15/2022</p> <p>7. BoPC MEETING DATE: 3/3/2022</p> |
|--|---|

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

10. BACKGROUND:

As announced by the Secretary of Transportation on March 11, 2021, Southwest Florida International Airport (RSW) is eligible for funds under the American Rescue Plan Act, 2021 (Public Law 117-2) (ARPA). These ARPA funds are intended to assist airports experiencing a shortfall in revenues and weather the economic crisis resulting from the COVID-19 public health emergency. U.S. airports are a vital component to the national transportation system and key to the country's economic recovery. A condition of accepting ARPA funds is that the Port Authority must have employed through September 30, 2021, at least 90 percent of its workforce (as of March 27, 2020) unless approved by the FAA due to an unusual hardship. Airports have four (4) years to spend allocated funds.

Port Authority staff has been working diligently with the FAA in an effort to secure grants from the ARPA. As a result of continued coordination between the Port Authority and FAA Airports Orlando District (ADO) staff, an Airport Rescue Grant Program, Grant Agreement No. 3-12-0135-062-2022, has been secured in the amount of \$33,178,988 to be used toward eligible operational costs, such as payroll, cleaning, sanitization and janitorial services, or payment debt service.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later than December 17, 2021. In order to secure the grant agreement, the Executive Director executed it on behalf of the Port Authority. Staff requests the Board ratify this action.

Attachments:
Resolution

11. RECOMMENDED APPROVAL

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

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

Background (continued)

FAA Grant Offer Letter

FAA Grant

RESOLUTION AUTHORIZING, ADOPTING, APPROVING,
ACCEPTING AND RATIFYING THE EXECUTION OF
AIRPORT RESCUE GRANT PROGAM
GRANT AGREEMENT NUMBER 3-12-0135-062-2022
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 Rescue Grant Program (ARGP), Grant Agreement Number 3-12-0135-062-2022 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.

The execution of ARGP Grant Agreement Number 3-12-0135-062-2022 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 ARGP 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 _____, 2022.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 Southpark Circle,
Suite 524
Orlando, FL 32819

December 6, 2021

Mr. Benjamin R. Siegel
Executive Director
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213

Dear Mr. Siegel:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-12-0135-062-2022 for Southwest Florida International Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 17, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

By accepting this grant, you agree to continue to employ, through September 30, 2021, at least 90 percent of the number of individuals employed by the airport as of March 27, 2020. In accordance with the employee retention grant assurance, you will provide an employee retention report to CARESAirports@faa.gov no later than July 15, 2021, and October 15, 2021. This report should include the number of employees as of March 27, 2020, and June 30, 2021, and September 30, 2021.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bart Vernace".

Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 6, 2021

Airport/Planning Area Southwest Florida International Airport

Airport Rescue Grant No. 3-12-0135-062-2022

Unique Entity Identifier 781566419

TO: Lee County Port Authority

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated September 22, 2021, for a grant of Federal funds at or associated with the Southwest Florida International Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA’s Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Southwest Florida International Airport, (herein called the “Grant” or “Airport Rescue Grant”) consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act (“ARP Act”, or “the Act”), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Southwest Florida International Airport incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$33,178,988, allocated as follows:
 - \$33,178,988 ARPA KV2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 17, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue 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 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. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. 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 Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Employee Retention.** Lee County Port Authority, owner and operator of Southwest Florida International, as a Medium hub airport, agrees to continue to employ, through September 30, 2021 at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor’s written request. The ARP Act extends reporting requirements through September 30, 2021. On or before July 15, 2021, and October 15, 2021, the Sponsor will report to the FAA the number of employees as of June 30, 2021, and September 30, 2021, respectively.
 22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated December 6, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated December 6, 2021

Lee County Port Authority

(Name of Sponsor)



Benjamin R. Siegel (Dec 6, 2021 14:19 EST)

(Signature of Sponsor's Designative Official/Representative)

By: Benjamin R. Siegel

(Type Name of Sponsor's Designative Official/Representative)

Title: Executive Director

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Mark A. Trank, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at December 6, 2021

By: Mark A. Trank
Mark A. Trank (Dec 6, 2021 14:41 EST)

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.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 Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue 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 September 22, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|--|---|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a federal grant (Airport Rescue Grant Program, Concessions Rent Relief Airport Rescue, Grant Agreement No. 3-12-0135-63-2022) from the Federal Aviation Administration for American Rescue Plan Act (ARPA) funds in the amount of \$4,321,194 for concession relief at Southwest Florida International Airport.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Provides \$4,321,194 of ARPA funding for concession relief at Southwest Florida International Airport.</p> | <p>5. CATEGORY: 20.
Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 2/15/2022</p> <p>7. BoPC MEETING DATE: 3/3/2022</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> |
|---|--|

10. BACKGROUND:

As announced by the Secretary of Transportation on March 11, 2021, Southwest Florida International Airport (RSW) is eligible for funds under the American Rescue Plan Act, 2021 (Public Law 117-2) (ARPA). These ARPA Act funds are intended to assist airports experiencing a shortfall in revenues and weather the economic crisis resulting from the COVID-19 public health emergency. U.S. airports are a vital component to the national transportation system and key to the country's economic recovery.

Port Authority staff has been working diligently with the FAA in an effort to secure grants from the ARPA. As a result of continued coordination between the Port Authority and FAA Airports Orlando District (ADO) staff, an Airport Rescue Grant Program, Concessions Rent Relief Airport Rescue, Grant Agreement No. 3-12-0135-063-2022, has been secured in the amount of \$4,321,194 to be used to provide relief from rent and minimum annual guarantees to in-terminal airport concessions. Unprecedented financial losses are being experienced by all stakeholders, and this funding will provide much needed assistance to those eligible concessionaires. The Port Authority will pass this relief through to eligible concessionaires via rent credits.

As a condition of the grant offer, the FAA required the Port Authority to accept and return the grant agreement no later than December 17, 2021. In order to secure the grant agreement, the Executive Director executed it on behalf of the Port Authority. Staff requests the Board ratify this action.

11. RECOMMENDED APPROVAL

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

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

Background (continued)

Attachments:

Resolution

FAA Grant Offer Letter

FAA Grant

RESOLUTION AUTHORIZING, ADOPTING, APPROVING,
ACCEPTING AND RATIFYING THE EXECUTION OF
AIRPORT RESCUE GRANT PROGAM
CONCESSIONS RENT RELIEF AIRPORT RESCUE
GRANT AGREEMENT 3-12-0135-063-2022
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 Rescue Grant Program (ARGP), Concessions Rent Relief Airport Rescue, Grant Agreement Number 3-12-0135-063-2022 between the Federal Aviation Administration on behalf of the United States of America and Lee County, Florida.

SECTION 2.

The execution of ARGP Concessions Rent Relief Airport Rescue, Grant Agreement Number 3-12-0135-063-2022 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 ARGP 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 _____, 2022.

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to legal form and sufficiency:

By: _____
Office of the Port Authority Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
Orlando Airports District
Office:
8427 South Park Circle,
Suite 524
Orlando, FL 32819

December 9, 2021

Mr. Benjamin R. Siegel
Executive Director
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213

Dear Mr. Siegel:

Please find the following electronic Concessions Rent Relief Airport Rescue Grant Offer, Grant No. 3-12-0135-063-2022 for Southwest Florida International Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 17, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms, or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each Concessions Rent Relief Airport Rescue Plan Reimbursement under this grant must be made electronically via the Delphi invoicing System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds to provide rent relief to its in-terminal concessions. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

To receive reimbursement of your Concessions Rent Relief Airport Rescue Grant funds, upload a Concessions Rent Relief Airport Rescue Plan into Delphi. The Concessions Rent Relief Airport Rescue Plan should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2).

As part of your final reimbursement request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed close-out report

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bart Vernace".

Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

CONCESSIONS RENT RELIEF AIRPORT RESCUE

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 9, 2021

Airport/Planning Area Southwest Florida International Airport

Concessions Rent Relief
Airport Rescue Grant Number 3-12-0135-063-2022

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 Concessions Rent Relief Airport Rescue Grant Application dated September 22, 2021, for a grant of Federal funds to reimburse the Sponsor for providing relief from rent and minimum annual guarantees (MAG) to each eligible in-terminal airport concession at Southwest Florida International Airport, in accordance with the American Rescue Plan Act ("ARP Act"), Public Law 117-2, Section 7102;

WHEREAS, the Sponsor has accepted the terms of this Concessions Rent Relief Airport Rescue Grant Offer (the "Offer");

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Southwest Florida International Airport, consisting of the following:

WHEREAS, this Concessions Rent Relief Airport Rescue Grant Agreement (the "Grant" or "Agreement") is provided in accordance with the ARP Act to provide certain amounts of grant assistance, as described below, to eligible sponsors in amounts to specific airports derived by legislative formula (See Section 7102 of the Act);

WHEREAS, this Grant hereby obligates \$3,456,955 to in-terminal Small Airport Concessions per the ARP Act, and \$864,239 to in-terminal Large Airport Concessions per the ARP Act. The obligations are to provide relief from rent and MAG obligations, as applicable, to each eligible in-terminal airport concession in an amount that reflects each eligible in-terminal airport concession's proportional share of the total amount of the rent and MAG at Southwest Florida International Airport by legislatively prescribed category (Small or Large Airport Concession), as further defined herein, for relief provided no earlier than March 11, 2021, in accordance with an FAA-approved Concessions Rent Relief Airport Rescue Plan (herein called "the Plan"), until the funds have been fully expended;

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, Section 7102, the representations contained in the Concessions Rent Relief Airport Rescue Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for a Grant, the terms, conditions, and assurances of this Grant Agreement ("Grant Agreement" or "Agreement"); and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant, and in compliance with the conditions and requirements as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% of the allowable concessions rent and MAG relief as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$4,321,194, allocated as follows:
 - \$864,239 ARPA Large Concessions KY2022
 - \$3,456,955 ARPA Small Concessions KZ2022
2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Grant and is the date signed by the last Sponsor signatory to the Grant 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.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The Budget Period for this Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
- c. Closeout and Termination.
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (payoff) 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. **Unallowable Reimbursable Rent Relief.** The Sponsor shall not seek reimbursement for any concessions rent and MAG relief that the FAA has determined to be unallowable under the ARP Act.
 4. **Final Federal Share of Reimbursable Rent Relief.** The United States' share of allowable Grant concessions rent relief is 100%.
 5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and provide the concessions rent and MAG relief without undue delays and in accordance with this Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from the project eligible under the Grant that exceeds three months or a 25% reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent.
 6. **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.
 7. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the Sponsor on or before December 17, 2021, or such subsequent date as may be prescribed in writing by the FAA.
 8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the ARP Act, or other provision of applicable law. 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(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or relate to, this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
10. **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 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>.
11. **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.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all concessions rent and MAG relief provided under this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
13. **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.
14. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **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. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.
16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Grant.

18. 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 award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under this Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant Agreement to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - A. Associated with performance under this Grant Agreement; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition during this Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Grant Agreement.

19. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a2. of this condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. 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 section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.
 21. **Face Coverings Policy.** The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#) is no longer effective.
 22. **Small and Large Concessions Rent Relief Set-Asides.** The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Small Airport Concessions, per the Act, in the amount listed in condition 1 above, and for the Sponsor to provide relief from rent and MAG to eligible in-terminal Large Airport Concessions, per the Act, in the amount listed in condition 1 above. The Sponsor shall provide relief from rent and MAG from March 11, 2021, until the Sponsor has provided relief equaling the total grant amount, to the extent practicable and to the extent permissible under State laws, local laws, and applicable trust indentures.
 23. **Concessions Rent Relief Airport Rescue Plan.** The Sponsor agrees to submit to the FAA a Concessions Rent Relief Airport Rescue Plan (“the Plan”) identifying the in-terminal Small and Large Airport Concessions, as defined in 49 CFR § 23.3, eligible to receive proportional funding under this Grant, in accordance with the ARP Act. The Sponsor agrees that the FAA will reimburse the Sponsor after the FAA accepts the Plan submitted by the Sponsor. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
 24. **Small Airport Concessions Rent Relief Set-Aside.** The Sponsor’s Plan must specify relief from rent and MAG obligations to eligible in-terminal Small Airport Concession, meaning a small concession business with gross receipts, averaged over the previous three fiscal years, of less than \$56,420,000; or joint ventures as defined in 49 CFR § 23.3. The Sponsor agrees that relief provided to eligible in-terminal Small Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.
 25. **Large Airport Concessions Rent Relief Set-Aside.** The Sponsor’s Plan must specify relief from rent and MAG obligations to eligible in-terminal Large Airport Concessions, meaning a concession as defined in 49 CFR § 23.3, that has gross receipts, averaged over the previous three fiscal years, of

more than \$56,420,000. The Sponsor agrees that relief provided to eligible in-terminal Large Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.

26. **Adjustments to Proportionality among Airport Concessions.**
- a. **Adjustments to Proportionality among Airport Concessions Set-Aside.** The Sponsor agrees that the FAA may approve reimbursement under the Act for rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality amongst Airport Concessions within a respective Small or Large Concession Set-Aside are limited; must be supported by evidence and specific circumstances; and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
 - b. **Adjustments between Small and Large Concession Set-Asides.** The Sponsor agrees that the FAA may approve reimbursement under the Act for concessions rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality between Small and Large Concession Set-Asides are limited, must be supported by evidence and specific circumstances, and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with ARP Act.
27. **Sponsor Certification of Reimbursement Request.** To be reimbursed, the Sponsor shall provide the FAA with the Plan, and reporting data as requested, in lieu of invoices, and shall certify all information submitted is true and correct. The Sponsor may not use funds allocated herein for other airport purposes.
28. **Concession's Certification of Relief Funds.** Each airport concession to be provided relief with Grant funds shall certify to the Sponsor, prior to the Sponsor submitting a Plan, it has not and will not apply for other Federal assistance for the purpose of receiving rent and MAG relief on or after March 11, 2021.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant 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, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the purpose of the ARP Act and compliance with the conditions as provided herein. Further, this Grant, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated December 9, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated December 9, 2021

Lee County Port Authority

(Name of Sponsor)



Benjamin R. Siegel (Dec 9, 2021 15:45 EST)

(Signature of Sponsor's Designative Official/Representative)

By: Benjamin R. Siegel

(Type Name of Sponsor's Designative Official/Representative)

Title: Executive Director

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Mark A. Trank, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions and MAG Relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at December 9, 2021

By: Mark A. Trank
Mark A. Trank (Dec 9, 2021 16:52 EST)
(Signature of Sponsor's Attorney)

CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Concession Rent Relief Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated into and become part of this Concessions Rent Relief Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant, that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including, but not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.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 Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

- a. The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Airport Concessions, per the ARP Act. Apart from this relief, in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s).

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the

land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
- B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. 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).