Lee County Port Authority
Airports Special Management Committee

Meeting Agenda
1:30 PM
September 17, 2019
Training and Conference Center
Southwest Florida International Airport

Pledge of Allegiance

Public Comment on Consent and Administrative Agenda

Public Presentation:
Length of Service Award presented to Robert Rubino, employed 10 years with the Lee County Port Authority (Presented by James Furiosi, Maintenance Director)

Consent Agenda

Administrative Agenda

Port Attorney Items

Airports Special Management Committee Items

Adjourn
PUBLIC PRESENTATION

1. Request Committee present Length of Service Award to Robert Rubino.
   Presenter: James Furiosi

CONSENT AGENDA

ADMINISTRATION – Ben Siegel

2. Request Committee approve the minutes of the August 20, 2019 Airports Special Management Committee (ASMC) meeting.
   Term: N/A
   Funding Source: N/A

3. Request Board approve a Memorandum of Understanding (MOU) with the Lee County Alliance for the Arts (Alliance) to administer the Lee Count Port Authority's (Authority) "Art in Flight" program.
   Term: Renew annually for a period of five years.
   Funding Source: N/A

4. Request Board approve a “Lease of Office Space Inside Multi-Use Hangar at Page Field” with Swanson Management Company LLC.
   Term: month to month
   Funding Source: n/a

5. Request Board consent to a proposed sublease of 2,400 sq. ft. from Aero Ft. Myers, LLC to Dade GSE, Inc.
   Term: September 1, 2019, to August 31, 2022
   Funding Source: n/a
CONSENT AGENDA - Continued

AVIATION – Gary Duncan

6. Request Board award RFB 19-22TB, Temporary Employee Payrolling Services for Customer Service Ambassadors for LCPA to Noor Associates, Inc. and authorize Acting-Chair to execute the Agreement on behalf of the Board.
   
   **Term:**
   Three (3) years with two (2) optional one (1) year renewals.

   **Funding Source:**
   General Operating Revenues collected during the normal operations of the SWFIA, Account WJ5422941200.503490

7. Request Board approve the First Amendment and Extension to the Management Agreement for the Operation, Management and Maintenance of Parking Facilities and Shuttle Services with SP Plus Corporation, extending Contract No. 7205 an additional 3 years and authorize the Acting Chair to execute the attached First Amendment and Extension Agreement on behalf of the Board.

   **Term:**
   October 1, 2020 through September 30, 2023.

   **Funding Source:**
   General Operating Revenues collected during the normal operation of SWFIA, Account WJ5422941200.503170
ADMINISTRATIVE AGENDA

ADMINISTRATION – Ben Siegel

8. Request Board rank qualifications submitted for LOQ#19-01TB Professional Bond Underwriting Services for the Lee County Port Authority.
   
   Term: 5 years
   Funding Source: N/A

DEVELOPMENT – Mark Fisher

9. Request Board rank qualifications submitted for LOQ #19-21LD Construction Manager/General Contractor.

   Term: 3 years
   Funding Source: N/A

PORT ATTORNEY ITEMS

COMMENTS FROM THE CHAIR OF THE ASMC

ADJOURN
1. REQUESTED MOTION/PURPOSE: Request Committee present Length of Service Award to Robert Rubino.

2. FUNDING SOURCE: N/A

3. TERM: N/A

4. WHAT ACTION ACCOMPLISHES: N/A

5. CATEGORY: 1. Public Presentation

6. ASMC MEETING DATE: 9/17/2019

7. BoPC MEETING DATE: N/A

8. AGENDA:

   - [X] CEREMONIAL/PUBLIC PRESENTATION
   - [ ] CONSENT
   - [ ] ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

   (ALL REQUESTS)
   NAME  Ben Siegel
   DIV.  Administration

10. BACKGROUND:

   Length of Service Award:

   **TEN-YEAR AWARD**
   Robert (Bobby) Rubino - Maintenance Department

11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
<th>COMMUNICATIONS AND MARKETING</th>
<th>OTHER</th>
<th>FINANCE</th>
<th>PORT ATTORNEY</th>
<th>EXECUTIVE DIRECTOR</th>
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<tr>
<td>Benjamin R. Siegel</td>
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12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. PORT AUTHORITY ACTION:

   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
1. **REQUESTED MOTION/PURPOSE:** Request Committee approve the minutes of the August 20, 2019 Airports Special Management Committee (ASMC) meeting.

2. **FUNDING SOURCE:** N/A

3. **TERM:** N/A

4. **WHAT ACTION ACCOMPLISHES:** Approves Minutes for August 20, 2019 ASMC meeting pursuant to Florida Statute §286.011 and LCPA Policy.

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

6. **ASMC MEETING DATE:** 9/17/2019

7. **BoPC MEETING DATE:** N/A

8. **AGENDA:**
   - CEREMONIAL/PUBLIC PRESENTATION
   - CONSENT
   - ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
   (ALL REQUESTS)
   NAME: Ben Siegel
   DIV: Administration

10. **BACKGROUND:**

   Attachment:
   ASMC Meeting Minutes – 8/20/2018 - Draft

11. **RECOMMENDED APPROVAL**

<table>
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<tr>
<th>Deputy Executive Director</th>
<th>Communications and Marketing</th>
<th>Other</th>
<th>Finance</th>
<th>Port Attorney</th>
<th>Executive Director</th>
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<tr>
<td>Benjamin R. Siegel</td>
<td>Victoria B. Moreland</td>
<td>N/A</td>
<td>Brian W. McGonagle</td>
<td>Gregory S. Hagen</td>
<td>Jeffrey A. Mulder</td>
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12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - OTHER

13. **PORT AUTHORITY ACTION:**
   - APPROVED
   - APPROVED as AMENDED
   - DENIED
   - DEFERRED to
   - OTHER
A meeting of the Airports Special Management Committee (ASMC) was held this date, August 20, 2019, in the Training and Conference Center at Southwest Florida International Airport, with the following members present:

Randy Krise (Chair)  
Robbie Roepstorff (Vice-Chair)  
Noel Andress  
John Goodrich  
Fran Myers  
Scott Cameron  
Dana Carr

Randy Krise 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 Reports for July and August and the Procurement Status Report for August.

**EXECUTIVE DIRECTOR RECOGNITIONS:**

The details of the recognitions are contained in the Executive Director Employee Achievement Remarks (Copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

**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:**

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Randy Krise (Chair)</td>
<td>None</td>
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<tr>
<td>Robbie Roepstorff (Vice-Chair)</td>
<td>None</td>
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<td>Noel Andress</td>
<td>None</td>
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<td>John Goodrich</td>
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<tr>
<td>Fran Myers</td>
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<tr>
<td>Scott Cameron</td>
<td>None</td>
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<tr>
<td>Dana Carr</td>
<td>None</td>
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</table>
CONSENT AGENDA ITEMS

ADMINISTRATION

1. Request Committee approve the minutes of the June 11, 2019 Airports Special Management Committee (ASMC) meeting.
   
   **Term:**
   N/A
   
   **Funding Source:**
   N/A

2. Request Board approve a “Lease of Office Space Inside Multi-Use Hangar at Page Field” with WBF Aircraft Management, Inc.
   
   **Term:**
   month to month
   
   **Funding Source:**
   n/a

3. Request Board approve a month-to-month “Lease of Space in Air Freight Building” with Swissport SAUSA, LLC.
   
   **Term:**
   month to month, beginning August 1, 2019
   
   **Funding Source:**
   n/a

4. Request Board approve a “Permit Agreement for Ground Service and Skycap Service at Southwest Florida International Airport” with G2 Secure Staff, L.L.C.
   
   **Term:**
   month-to-month, beginning June 10, 2019
   
   **Funding Source:**
   n/a

AVIATION

5. Request Board accept loan of grant-funded mobile command tent from the Lee County Healthcare Coalition for Port Authority use during airport emergencies.
   
   **Term:**
   N/A
   
   **Funding Source:**
   N/A

6. Request Board approve a three-year, 2019-2022, collective bargaining agreement between the Lee County Port Authority and the Southwest Florida Professional Fire Fighters & Paramedics, Local 1826, I.A.F.F., Inc.
   
   **Term:**
   Three (3) Years
   
   **Funding Source:**
   NA
7. Request Board approve the first amendment to Collective Bargaining Agreement between the Lee County Port Authority and the Teamsters Local Union No. 79, amending Article-32 Wages.

   **Term:**
   October 1, 2019 – September 30, 2020

   **Funding Source:**
   N/A

8. 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.

   **Term:**
   October 1, 2019 – September 30, 2023

   **Funding Source:**
   General Operating Revenues collected during the normal operations of the SWFIA, Account WJ5422941200.503490.

**DEVELOPMENT**

9. Request Board authorize execution of a contract amendment with Owen-Ames-Kimball Company in the amount of $521,325 to provide Construction Manager/General Contractor Services associated with the Intelligent Transportation System (ITS) and speed warning signs on Terminal Access Road at Southwest Florida International Airport (RSW).

   **Term:**
   1 year

   **Funding Source:**
   Florida Department of Transportation Grant 430979-1-94-01, Passenger Facility Charges and RSW Construction Account 20861341234.506540.30.

10. Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of $755,824.61 to perform additional design services associated with the Terminal Expansion Project at the Southwest Florida International Airport (RSW).

    **Term:**
    Five years

    **Funding Source:**
    Florida Department of Transportation Grant 441981-1-94-01; Passenger Facility Charges and net funds from the normal operation of the Southwest Florida International Airport, Account No. 20859541234.506510.20

11. Request Board authorize a contract amendment with Atkins North America, Inc., in the amount of $694,840.83 to perform additional design services to provide an airline lounge associated with the Terminal Expansion Project at the Southwest Florida International Airport (RSW).

    **Term:**
    Five years

    **Funding Source:**
    Southwest Florida International Airport (RSW) fund number 20859541234.506510.20
12. Approve Letter of Release from the Federal Aviation Administration for an access roadway connection to BHG/Treeline for the Treeline Commerce Park parcel.

   **Term:**
   N/A

   **Funding Source:**
   N/A

**ATTORNEY**


   **Term:**
   N/A

   **Funding Source:**
   N/A

14. Recommend Board direct to Public Hearing an ordinance amending Lee County Ordinance 94-09, as amended, the Airport Rules and Regulations Ordinance, to revise provisions applicable to Animals on Airport Property.

   **Term:**
   N/A

   **Funding Source:**
   N/A
ADMINISTRATIVE AGENDA ITEMS

There were no administrative items offered.

EXECUTIVE DIRECTOR ITEMS
Items of interest are contained in the Executive Director Remarks dated August 20, 2019 (copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority). Randy Krise asked about the interface with the modernization project and the expansion program. Mr. Mulder assured him that that was being coordinated.

PORT ATTORNEY ITEMS
Mr. Hagen reminded members and staff, if they hadn’t already done so, to submit their Statement of Financial Interest form, noting that this is now the grace period before incurring daily fees until the form is received.

AIRPORTS SPECIAL MANAGEMENT COMMITTEE ITEMS
Randy Krise commented that he was appalled about The Points Guy article listing RSW as one of the worst airports in the nation for business amenities. Fran Myers, Robbie Roepstorff and Noel Andress also said that the article did not represent our airport and they were pleased that the community came out favorably for RSW in letters and on social media.

ADJOURN
The Chair adjourned the meeting at 1:45 p.m.
1. **REQUESTED MOTION/PURPOSE:** Request Board approve a Memorandum of Understanding (MOU) with the Lee County Alliance for the Arts (Alliance) to administer the Lee Count Port Authority's (Authority) "Art in Flight" program.

2. **FUNDING SOURCE:** N/A

3. **TERM:** Renew annually for a period of five years.

4. **WHAT ACTION ACCOMPLISHES:** Execute MOU with the Alliance to administer the Authority "Art in Flight" program.

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

6. **ASMC MEETING DATE:** 9/17/2019

7. **BoPC MEETING DATE:** 11/7/2019

8. **AGENDA:**
   - [ ] CEREMONIAL/PUBLIC PRESENTATION
   - [X] CONSENT
   - [ ] ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
   (ALL REQUESTS)
   - NAME: Ben Siegel
   - DIV: Administration

10. **BACKGROUND:**
    Following the Lee County Board of Port Commissioners adoption of the Authority's "Art in Flight Master Plan" for Southwest Florida International Airport (Airport) on May 9, 2005, a MOU between the Authority and the Alliance was created and approved by the Board on May 8, 2006, renewed on May 10, 2010 and renewed again on Nov. 12, 2014. The MOU served to outline the role of the Alliance to manage, fund, commission, procure and become the curator of all airport-related art projects, exhibits and displays in public spaces. A new MOU is proposed that reinstates the Authority's partnership with the Alliance.

    Throughout the term of the Agreement, the Alliance and the Authority will work together to develop annual art programs and associated costs (i.e. materials/supplies/display cases). The term is five years, automatically renewable each year. No other changes are recommended at this time.

    Continuing the partnership with the Alliance for the Arts under the new MOU will enable the Authority to promote the regional culture of Southwest Florida and engage travelers with a memorable experience when traveling through our airport.

    **Attachment:**
    Draft MOU - 2019 Alliance for the Arts

11. **RECOMMENDED APPROVAL**

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
   - [ ] APPROVED
   - [ ] APPROVED as AMENDED
   - [ ] DENIED
   - [ ] OTHER

13. **PORT AUTHORITY ACTION:**
   - [ ] APPROVED
   - [ ] APPROVED as AMENDED
   - [ ] DENIED
   - [ ] DEFERRED to
   - [ ] OTHER
MEMORANDUM OF UNDERSTANDING
BETWEEN THE LEE COUNTY PORT AUTHORITY
AND THE LEE COUNTY ALLIANCE FOR THE ARTS

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ___ day of __________, 2019 by and between the LEE COUNTY PORT AUTHORITY (Authority), a special district and political subdivision of the State of Florida, whose address is 11000 Terminal Access Road, Suite 86/1, Fort Myers, Florida, 33913, and THE LEE COUNTY ALLIANCE FOR THE ARTS, a non-profit organization whose address is 10091 McGregor Boulevard, Fort Myers, Florida, 33919 (Alliance).

WHEREAS, the Lee County Board of Port Commissioners adopted the mission, objectives and strategies outlined in the Art in Flight Master Plan for Southwest Florida International Airport (Airport) on May 9, 2005; and

WHEREAS, the Lee County Board of Port Commissioners directed staff to proceed with the tasks necessary to form an official partnership with the Alliance to manage the aesthetic environment of all public airport facilities; and

WHEREAS, the Alliance desires to continue their partnership with the Authority to manage, fund, commission, procure, and become the curator of all airport-related art projects, exhibits, and displays, as provided for in the Art in Flight Master Plan approved by the Board of Port Commissioners on May 9, 2005.
NOW, THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution of this Agreement by all parties and will renew automatically on the anniversary date for an additional one (1) year term, for a total period of up to five (5) years from the date first written above.

2. The Authority shall provide space, at its discretion, for the display of various forms of art to include, visual arts, performances and literature presentations, in accordance with the Art in Flight Master Plan approved by the Lee County Board of Port Commissioners on May 9, 2005.

3. The role of the Alliance and appointed Authority staff will be to:
   - Administer the Authority’s Art Program,
   - Assist the Authority, if needed, to obtain funding, seek grant funding and prepare grant applications for the Authority’s Art Program.
   - On an annual basis the Alliance and the Authority will prepare an art program and determine related costs necessary to implement the agreed upon program. Funds to facilitate and coordinate the program, such as materials/supplies/displays and other items as deemed necessary will be appropriated for annually by the Authority and subject to the Authority’s approval.
   - Within sixty (60) days of each anniversary of the signing of this Memorandum of Understanding, prepare and deliver to the Authority for approval, an annual Art Program Plan. Each annual plan will detail mutually agreed upon Art in Flight projects planned for the upcoming year of the agreement.
• The Authority’s Art Program will include participation by:
  o All levels of the education system (i.e. school systems and academia);
  o Cultural and Historical agencies;
  o Other art agencies in the surrounding area.
• Manage and coordinate the commissioning of site-specific artworks on a day-to-day basis.
• Manage the Authority’s rotating exhibition program.
• Act as a liaison with local, state and national arts organizations, galleries, and private collectors for the purpose of procuring art and artifacts for rotating exhibits in the Airport’s various public areas.
• Plan and organize receptions and dedications for art projects when appropriate.
• Review all Airport artworks to identify those requiring special maintenance, restoration and conservation and arrange for the necessary maintenance services on an annual basis, subject to Authority’s approval of the maintenance costs.

4. The Authority reserves the right to review and approve all Airport artworks recommended for display and any performance or literary presentation scheduled at the Airport by the Alliance.

5. The Alliance agrees to assist the Authority in identifying, writing, and pursuing available grants for art in public places, if needed.

6. In displaying the artwork, the Alliance will credit the Artist for all images and, if appropriate, include the title and price of each piece, as well as the Alliance web address. The Alliance will submit standards developed for Artist recognition to the Authority for approval.
7. All artwork must be installed in compliance with Authority’s Leasehold Development Standards. Alliance agrees to submit its installation plan to the Authority for review in accordance with those standards prior to commencing any installation. The Authority has the final authority on the locations and manner in which the artwork may be displayed and the manner in which each piece on display is identified and/or titled.

8. Prior to installation of all art, the Alliance shall provide the Authority with information regarding the exhibit that will be used by the Authority’s Communications and Marketing Department (for appropriate media notices).

9. The Authority is not responsible for damage, theft, or any other hazards which might befall the artwork in excess of One Hundred Thousand Dollars and 00/ Cents ($100,000.00). It is the responsibility of the Alliance to notify the Authority if the total value of the artwork exceeds $100,000.00.

10. Alliance agrees to keep an updated list of all of the artwork displayed in public spaces at the Authority, including the appraised value of each piece.

11. Alliance further agrees to require those contractors hired by the Alliance to install the artwork to maintain general liability and such other types of insurance as the Authority shall require, covering the installation of the artwork, and to name the Authority as Additional Insured on any such policies. Alliance shall provide proof of such insurance coverage to the Authority upon request.

12. The Alliance agrees to coordinate the replacement or removal of any artwork, if the Authority determines that it is no longer of display quality. Alliance further agrees to repair any damage caused by removal of the artwork at its expense.
13. The Authority is not responsible for special lighting or any other type of site modification or improvement to enhance the display. The Alliance, in cooperation with the Authority and the Artist(s), will be responsible for maintaining the artwork and ensuring the artwork remains presentable while on display.

14. Delivery and installation of artwork shall be coordinated by the Alliance with the appointed Authority staff member.

15. Alliance shall indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees from and against any and all actions, suits, proceedings, claims and demands for injury, damage, loss, liability, cost or expense, including, but not limited to, reasonable attorney’s fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Alliance and persons employed or utilized by the Alliance in the performance of this Agreement.

16. This Agreement may be terminated for any reason by either party upon giving thirty (30) days written notice to the other party.

17. The contact person for the Alliance will be the Executive Director, located at 10091 McGregor Boulevard, Fort Myers, Florida, 33919, telephone number (239) 939-2787.

18. The contact person for the Authority will be the Communications and Marketing Director, located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, (239) 590-4502.
IN WITNESS WHEREOF, the parties of this Memorandum of Understanding, have hereto, executed this Agreement the day and year first above written.

ATTEST:
Witness:

LEE COUNTY ALLIANCE FOR THE ARTS

BY: 

Executive Director

ATTEST: LINDA DOGGET
CLERK OF COURTS

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 

Chair or Vice Chair

APPROVED AS TO FORM for the Reliance of Lee County Port Authority Only:

BY: 

Port Authority Attorney’s Office
# Board of Port Commissioners of the Lee County Port Authority

## 1. Requested Motion/Purpose:
Request Board approve a “Lease of Office Space Inside Multi-Use Hangar at Page Field” with Swanson Management Company LLC.

## 2. Funding Source:
n/a

## 3. Term:
Month to month

## 4. What Action Accomplishes:
Leases office space inside the multi-use hangar at Page Field.

## 5. Category:
4. Consent Agenda

## 6. ASMC Meeting Date:
9/17/2019

## 7. BoPC Meeting Date:
11/7/2019

## 8. Agenda:
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

## 9. Requestor of Information:
(All Requests)

- **Name:** Ben Siegel
- **Division:** Administration

## 10. Background:
Swanson Management Company LLC ("Swanson") desires to lease an office located in the Authority’s new multi-use hangar at Page Field. Swanson will utilize the office to support the Part 91 (non-commercial) operations of an aircraft it leases from an affiliated entity, which will be stored in the hangar.

This proposed lease agreement will provide Swanson with Office # 110, which is approximately 262 square feet. Rent for the office will be $393.00 per month. The term will commence on the Hangar Opening Date, as determined by the Authority. The lease will then continue on a month-to-month basis, until the earlier of: (a) one of the parties terminates this lease; or (b) the end of the calendar month in which Swanson’s Hangar Space Agreement expires or is terminated.

## Attachments
1. Lease summary
2. Proposed Lease of Office Space Inside Multi-Use Hangar at Page Field

## 11. Recommended Approval

### Deputy Executive Director:
Benjamin R. Siegel

### Communications and Marketing:
Victoria B. Moreland

### Other:
N/A

### Finance:
Brian W. McGonagle

### Port Attorney:
Gregory S. Hagen

### Executive Director:
Jeffrey A. Mulder

## 12. Special Management Committee Recommendation:
- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

## 13. Port Authority Action:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
Lease Summary

 Tenant:   Swanson Management Company LLC  
           5249 Summerlin Commons Blvd., Suite 100  
           Fort Myers, FL 33907

 Leased Premises:  Office #110, containing a total of approximately 262 square feet, in the  
                   Authority’s multi-use (bulk) hangar at Page Field

 Allowed Use(s):  office space to support Lessee’s Part 91 flight operations  
                   associated with its aircraft pursuant to the Hangar Space Agreement

 Term of Lease:  The term will commence on the Hangar Opening Date, as determined by  
                 the Authority.  The lease will continue month-to-month basis, until the  
                 earlier of: (a) one of the parties terminates this lease; or (b) the end of the  
                 calendar month in which Lessee’s Hangar Space Agreement expires or is  
                 terminated.

 Rents and Fees:  $393.00 per month

 Security/Perf. Guaranty: $1,200.00

 Insurance:     Commercial General Liability in the amount of $2,000,000; Business Auto  
                 Liability in the amount of $1,000,000 (if Lessee will operate a vehicle on the  
                 airside).

 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.
THIS LEASE AGREEMENT is made and entered into this ___ day of ____________, 2019, 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 SWANSON MANAGEMENT COMPANY LLC, a Florida limited liability company (herein referred to as "Lessee"), with offices at 5249 Summerlin Commons Blvd., Suite 100, Fort Myers, FL 33907.

Background

The Authority operates an airport known as Page Field, located in Lee County, Florida (the "Airport"). In conjunction with a separate agreement between the Lessee and Authority providing Lessee with certain storage space for its aircraft (herein the “Hangar Space Agreement”) in the Authority’s multi-use hangar at 5060 Captain Channing Page Drive, Fort Myers, FL 33907 (herein the “Hangar”), Lessee desires to lease an office inside the same building for support of Lessee’s Part 91 flight operations associated with said aircraft. The Authority is willing to lease such office space to Lessee upon the terms and conditions provided below.

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

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Subject to the terms, covenants, and conditions contained in this lease, the Authority hereby leases to Lessee the following described real property (herein the “leased premises” or the “premises”) located at the Airport:
Office #110, containing a total of approximately 262 square feet, located in the Authority’s multi-use ("bulk") hangar at 5060 Captain Channing Page Drive, Fort Myers, Florida, 33907, designated as "Leased Premises" on Exhibit A attached hereto.

ARTICLE 2

TERM

The initial term of this lease will commence on the "Hangar Opening Date" as defined below, and will continue thereafter on a month-to-month basis, until the earlier of: (a) one of the parties terminates this lease, effective at the end of any 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 that calendar month; or (b) the end of the calendar month in which Lessee’s "Hangar Space Agreement" expires or is terminated.

"Hangar Opening Date" means the date the Authority opens the Hangar for storage of Lessee’s aircraft pursuant to the Hangar Space Agreement, and turns over to Lessee the possession of the office space leased hereunder. The Authority will determine, in its sole discretion, what the Hangar Opening Date under this lease will be, and will provide Lessee with written notice thereof, and such notice will be considered conclusive for the purposes of this lease.

ARTICLE 3

USE OF LEASED PREMISES

The Lessee shall use the leased premises solely to support its Part 91 flight operations of Lessee’s aircraft (tail number N680SA), and for no commercial use or any 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. The use of the leased premises for the repair of aircraft parts or aircraft systems is expressly prohibited. No hazardous or flammable materials will be stored within or about the leased premises.

ARTICLE 4

RENT

Lessee agrees to pay to the Authority, for and during the term of this lease, monthly rent of $393.00.

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
5200 Captain Channing Page Drive
Fort Myers, Florida, 33907

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 AND RELATED SERVICES

Lessee may use, free of charge, the Authority's electricity and air conditioning, in reasonable amounts, which may be available at the premises via existing wiring, fixtures, and ducts. Lessee will pay for, and bear the cost of, all other utility and other services to the premises, including but not limited to: (1) telephone, cable TV, and internet service; (2) all cable,
wiring, fixtures, ducts, or plumbing that Lessee desires to add (subject to the Authority’s approval pursuant to Article 7 below); (3) janitorial services; and (4) trash removal and disposal. The authority will be responsible for janitorial and trash removal in the building’s common areas (including the restroom and hallway).

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 of Lessee, or encumber this lease, and any such attempted transfer will be void, unless the Authority’s Board of Port Commissioners gives written consent, which may be withheld for any reason or no reason.

ARTICLE 7
CONDITION OF PREMISES; LESSEE’S IMPROVEMENTS; MAINTENANCE AND REPAIRS

Section 7.1 Initial condition. Authority will deliver the premises to Lessee with finished flooring and ceilings, painted walls, and with electrical outlets, lighting, and vents installed. Lessee will be responsible for any further improvements or alterations it desires, which will be subject to the Authority’s advance written approval pursuant to Section 7.2 below.

Authority will not be responsible or liable at any time for any defects, latent or otherwise, in the building or improvements therein, including the leased premises, or any of the equipment, machinery, utilities, appliances, or apparatus therein; nor will 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.

Authority will provide Lessee with keys to the leased premises. Lessee will coordinate
any change in locks or keys with the Authority.

Section 7.2 Lessee's Improvements. Prior to commencing any construction work on
the leased premises, 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 an "Work Permit" from the Authority; and (2) obtain and pay for all
governmental permits and approvals.

All materials, equipment, and fixtures installed by Lessee will 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.

Section 7.3 Maintenance and repairs. Lessee must keep the premises in clean and
orderly condition and in a good state of repair at all times, and on termination of this lease,
Lessee must deliver the premises to Authority in the same condition they were in at the beginning
of the term, normal wear and tear excepted.

Section 7.4 Hours of operation. Lessee may access the building only during the
building's normal operating hours, as will be determined by the Authority's Director of General
Aviation, but will be a minimum of 7:00 a.m. to 10:00 p.m. Access outside of those hours may
be made available to Lessee, if deemed practicable by the Authority, upon Lessee's advance request to, and coordination with, the Authority's Director of General Aviation.

ARTICLE 8
RIGHT OF ENTRY

Authority or 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, or other maintenance service, or to exhibit the premises to prospective tenants.

ARTICLE 9
COMPLIANCE WITH LAWS

Lessee will comply with all present and future laws applicable to its use of the premises and the Airport.

ARTICLE 10
INDEMNITY AND HOLD HARMLESS: INSURANCE

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).

Lessee will, at its own cost and expense, purchase and maintain, throughout the term of this lease, insurance coverages in the following amounts (unless higher coverage limits are required under a separate agreement), subject to the Authority's right to modify said amounts as set forth below:

- 6 -
(a) **Commercial general liability insurance** covering all of Lessee’s operations at the Airport (whether using owned or non-owned aircraft), including but not limited to premises, products and completed operations, and contractual liability, with a minimum combined single limit of two million dollars ($2,000,000.00), naming the Lee County Port Authority as an additional insured.

The Authority will be named as an additional insured only with respect to operation of the named insured. The Lessee’s insurance will be primary and noncontributory, and include a waiver of subrogation, in favor of the Authority.

(b) **Auto Liability Insurance**  If Lessee will operate a motor vehicle within the Airport’s “Airside” (i.e. within the security fencing), Lessee will also procure and maintain business auto liability insurance covering liability arising out of the use of any vehicle (owned and nonowned), with limits of not less than one million dollars ($1,000,000.00) each accident.

The Authority will be named as an additional insured on the Business Auto policy. A waiver of subrogation, in favor of the Authority, is required for this coverage.

Lessee will furnish a certificate or certificates of insurance to the Authority evidencing all such coverage, and providing that the policy or policies will not be canceled nor the limits thereunder reduced without first providing advance written notice thereof to Authority.

Insurance requirements will be reviewed and may be modified by the Authority’s Executive Director (or his or her designee), as history, experience, industry practice and prudent risk management indicate to be necessary to protect the Authority and the public interest, by providing at least thirty (30) days written notice to Lessee.

**ARTICLE 11**

**SECURITY DEPOSIT**

Lessee has provided a security deposit in the amount of **$1,200.00** to the Authority to serve as security for Lessee’s payments and performance under this agreement. The Authority’s Executive Director (or his or her designee) may, at any time, increase or decrease the amount of the security deposit required based on an assessment of loss exposure to the Authority and the Lessee’s payment history. If Lessee defaults on any duty under this agreement, Authority may apply said deposit to damages sustained by the Authority. If said deposit is not so applied, it will be returned to Lessee, without interest, as soon after the end of the term of this lease as it can be reasonably determined that all obligations for which Lessee may be liable have been paid.
ARTICLE 12
LICENSES AND TAXES

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

Lessee will 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 will not be deemed or construed in any way as relieving or modifying Lessee's duty to pay any such amounts, unless the legal proceedings will operate to prevent the collection thereof. Upon the termination of such legal proceedings, the Lessee will 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 13
FAA CLAUSES

Section 13.1 Nondiscrimination.

A. Lessee will 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, sex, age, or disability, in any manner prohibited by federal, state, or local law, including FAA regulations. Lessee will furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it will charge fair, reasonable, and nondiscriminatory prices.

B. Lessee acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprise (DBE), and 14 CFR, Part 152, Affirmative Action Employment Program, may be applicable to the activities of Lessee under the terms of this lease, 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 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 will 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 rights granted under this agreement are nonexclusive and the Authority herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

Section 13.4 Subordination. In the event that the FAA or its successor will require any amendments, modifications, or changes in this lease as a condition precedent to the granting of funds for the operation or improvement of the Airport, Permittee hereby consents to such amendments, modifications, or changes as may be reasonably required for the Authority to obtain such funds.
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:

A. 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);
B. 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);
C. 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);
D. 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;
E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
F. 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);
G. 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);

H. 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;

I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. 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;

K. 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);

L. 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 Authority will be sufficient if sent by certified or
registered mail, postage prepaid, or by a nationally recognized overnight delivery service, such as Federal Express or UPS, to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to 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 will 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 will be construed as, or will 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 lease 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 lease and will 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 lease will 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 lease sets out the entire agreement between the parties with regard to the leased premises described herein. However, this lease 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 lease will be effective unless in writing and executed by the party against whom the modification is
sought to be enforced.

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

SWANSON MANAGEMENT
COMPANY LLC
(Lessee)

By:  
Print Name:  
Title:  
Date:  

WITNESSED BY:

Witness  
Print Name  
Date:  

WITNESSED BY:

Witness  
Print Name  
Date:  

LEE COUNTY PORT AUTHORITY

By:  
Chairman or Vice Chairman,
Board of Port Commissioners

Date:  

ATTEST:
LINDA DOGGETT, CLERK

By:  
Deputy Clerk

Date:  

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

By:  
Port Authority Attorney

Date:  

- 15 -
EXHIBIT A
(PAGE 1 of 2)
## BOARD OF PORT COMMISSIONERS
OF THE
LEE COUNTY PORT AUTHORITY

<table>
<thead>
<tr>
<th>1. REQUESTED MOTION/PURPOSE:</th>
<th>Request Board consent to a proposed sublease of 2,400 sq. ft. from Aero Ft. Myers, LLC to Dade GSE, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. FUNDING SOURCE:</td>
<td>n/a</td>
</tr>
<tr>
<td>3. TERM:</td>
<td>September 1, 2019, to August 31, 2022</td>
</tr>
<tr>
<td>4. WHAT ACTION ACCOMPLISHES:</td>
<td>authorizes Aero Ft. Myers, LLC to sublease space to Dade GSE, Inc.</td>
</tr>
<tr>
<td>5. CATEGORY:</td>
<td>5. Consent Agenda</td>
</tr>
<tr>
<td>6. ASMC MEETING DATE:</td>
<td>9/17/2019</td>
</tr>
<tr>
<td>7. BoPC MEETING DATE:</td>
<td>11/7/2019</td>
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<tr>
<td>8. AGENDA:</td>
<td>CEREMONIAL/PUBLIC PRESENTATION</td>
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<td>X CONSENT</td>
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<td>___ ADMINISTRATIVE</td>
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<td>9. REQUESTOR OF INFORMATION:</td>
<td>(ALL REQUESTS)</td>
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<tr>
<td></td>
<td>NAME Ben Siegel</td>
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<td></td>
<td>DIV. Administration</td>
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<tr>
<td>10. BACKGROUND:</td>
<td>Aero Ft. Myers, LLC is the Authority’s current tenant under a master lease of a 5.45 acre site adjacent to the cargo apron at Southwest Florida International Airport. Upon this leased parcel is a 24,000-square-foot cargo building, containing 10 bays subleased to various third parties, such as Federal Express and United Parcel Service. Dade GSE, Inc. is authorized to provide ground services to airlines at the airport pursuant to a “Permit Agreement for Ground Service at Southwest Florida International Airport” with the Authority dated November 3, 2016. Dade desires to sublease a 2,400-square-foot bay in the cargo building from Aero Ft. Myers, LLC, and to use the space for maintenance of airline ground support equipment. Pursuant to the master lease, any sublease requires the Authority’s consent, which will not be withheld unreasonably. The master lease also provides that the sublease shall state that it is subject and subordinate to all of the provisions of the master lease, and that the subtenant’s rights shall not survive the earlier termination of the master lease, unless the Authority elects that it shall, in which event, the subtenant shall attorn to the Authority. These provisions are included in the proposed sublease. Approval of this agenda item by the Board of Port Commissioners will constitute consent by the Lee County Port Authority to the proposed sublease to Dade GSE, provided, however, that this consent shall not operate as a waiver of any prohibition in the master lease against further assignment or subletting without Authority’s consent as provided in the lease.</td>
</tr>
<tr>
<td>11. RECOMMENDED APPROVAL</td>
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<td>DEPUTY EXEC DIRECTOR:</td>
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<td>COMMUNICATIONS AND MARKETING:</td>
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<td>OTHER:</td>
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<td>FINANCE:</td>
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<td>PORT ATTORNEY:</td>
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<td>EXECUTIVE DIRECTOR:</td>
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<td>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</td>
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<td>13. PORT AUTHORITY ACTION:</td>
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</tbody>
</table>
1. Contract Summary for existing ground (master) lease
2. Proposed sublease
CONTRACT SUMMARY

Agreement: Ground Lease (“Assumption Agreement for Lease of Cargo Facility Site at Southwest Florida International Airport, dated January 14, 2002, as amended)

Tenant: Aero Ft. Myers, LLC
c/o Aeroterm US, Inc.
19115 Lee Road, Suite 226
Humble, Texas 77338

Leased Premises: approximately 5.45 acres at RSW

Allowed Use(s): air cargo terminal facility; customs and administration offices

Term of Lease: expires January 31, 2032

Rent: currently $9,894.26 per month, plus sales tax, subject to CPI adjustments every October 1st

Security/Perf. Guaranty: n/a

Insurance:
Commercial General Liability: $10,000,000
Property insurance: full replacement value

Note: This Contract Summary is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this summary and the proposed contract, the contract (being more precise) will prevail.
Tenant: Dade GSE, Inc., a Florida corporation

Address of Premises: 15960 Chamberlin Parkway, #2, Fort Myers, Florida 33913

Rentable Area of Premises: 2,400 square feet

Commencement Date: September 1, 2019

Termination Date: August 31, 2022

Net Rent:

<table>
<thead>
<tr>
<th>Applicable Dates</th>
<th>Annual Net Rent</th>
<th>Monthly Net Rent</th>
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<tbody>
<tr>
<td>09/01/2019 – 08/31/2020</td>
<td>$26,400.00</td>
<td>$2,200.00*</td>
</tr>
<tr>
<td>09/01/2020 – 08/31/2021</td>
<td>$27,192.00</td>
<td>$2,266.00*</td>
</tr>
<tr>
<td>09/01/2021 – 08/31/2022</td>
<td>$28,007.76</td>
<td>$2,333.98*</td>
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<tr>
<td>09/01/2022 – Termination Date</td>
<td></td>
<td>$2,404.00*</td>
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</tbody>
</table>

*plus all applicable Florida sales tax

Monthly Additional Rent: $1,658.00*

Subject to Annual Adjustment, See Section 4

Security Deposit: $7,984.00

Tenant’s Broker: None

Landlord’s Broker: None

Exhibits to the Lease:

Exhibit “A” - Site Plan
Exhibit “B” - Environmental Requirements
Exhibit “C” - Rules and Regulations
Exhibit “D” - Insurance

[Signature page to follow.]
This NET LEASE, together with the Reference Page and Exhibit’s attached hereto (collectively, the “Lease”), is entered into this ______ day of ________________, 2019 (the “Effective Date”), by and between Aero Ft. Myers, LLC, a Delaware limited liability company (“Landlord”) and Dade GSE, Inc., a Florida corporation (“Tenant”). In consideration of the covenants and conditions contained in this Lease and for other good and valuable consideration, the receipt of which is mutually acknowledged, the parties agree as follows:

1. **PREMISES AND USE.** Tenant leases the “Premises” shown on Exhibit “A” and described on the Reference Page from Landlord. The Premises and contiguous or related property which are managed jointly by Landlord are referred to as the “Property”. The Premises shall be used and occupied solely for air cargo related business in conformity with the location, design and structure thereof and the Master Lease (defined herein) and shall not include any use that would cause the Premises to be “a place of public accommodation” under the Americans with Disabilities Act of 1990. Tenant shall not permit anything to interfere with the rights of other tenants or injure, annoy or disturb them. Tenant shall not permit any waste or illegal act nor anything that will increase the Property insurance rate. Tenant shall not do or permit to be done in, on or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, ordinance, rule, regulation or order now in force or which may hereafter be enacted, or which is prohibited by any insurance policy carried by Landlord for the Property. Tenant shall not
use or allow the Premises to be used for any unlawful activity, nor shall Tenant cause, maintain or permit any
nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the
Premises.

2. **TERM.**

   A. The term ("Term") of this Lease shall begin on the "Commencement Date" and end on the 
      "Termination Date," as each is set forth on the Reference Page. If possession of the Premises cannot be 
delivered by Landlord on the Commencement Date, Landlord shall not be liable for damages and this Lease 
shall not be void or voidable, but the Commencement Date shall be delayed until possession of the Premises 
is delivered by Landlord. Such delay shall not otherwise affect the obligations of Tenant hereunder and the
Termination Date shall be extended on a day-for-day basis attributed to any such delay. In furtherance of the
foregoing, if the stated Effective Date is later than the Commencement Date set forth on the Reference Page,
then the Commencement Date shall, without any need for a written amendment, be deemed to be the Effective
Date, and the Termination Date shall be extended on a day-for-day basis accordingly and subject to the
Monthly Net Rent shown on the Reference Page. If the Premises are vacant and otherwise available for
occupancy prior to the Commencement Date and Landlord otherwise provides written notice granting
permission to Tenant (which permission may be granted in Landlord’s sole discretion), Tenant shall have the
right to occupy the Premises as of such date; provided, however, such occupancy shall be subject to all the
provisions of this Lease, including without limitation, the obligation to pay Rent. Tenant shall give Landlord six
(6) months written notice prior to the date of expiration of this Lease of its intention to vacate the Premises
upon expiration of the Term, failing which Landlord may at its option give written notice to Tenant within a
period of not less than thirty (30) days before the date of expiration of this Lease that this Lease is renewed
for a further period of twelve (12) months from the said date of expiration under the same terms and conditions
as herein set forth.

   B. Provided the Effective Date occurs prior to the Commencement Date as defined herein, commencing
on the Effective Date, and subject to the Early Access Inspection (defined below) and evidence of insurance,
as set forth below, Tenant and Tenant’s contractors, agents and employees shall be permitted access to the
Premises prior to the Commencement Date ("Early Access Period") for the purpose of installing special
equipment, wiring, cabling, furniture, fixtures, telephone equipment, systems furniture or other work or
improvements approved in advance by Landlord. For the avoidance of doubt, during the Early Access Period,
Tenant shall use the Premises for those purposes as set forth in the preceding sentence and shall not conduct
business on or within the Premises. Prior to receiving access, Tenant and Landlord shall inspect the condition
of the Premises ("Early Access Inspection") and Tenant shall furnish to Landlord evidence satisfactory to
Landlord that the insurance coverages required of Tenant under this Lease are in effect. Tenant agrees that
Tenant shall reimburse Landlord, prior to the Commencement Date, for any damage to the Premises caused
by Tenant or Tenant’s contractors or consultants during the Early Access Period. During such Early Access
Period, Tenant is subject to all terms of this Lease other than the obligation to pay Rent (defined herein);
provided that, if, during the Early Access Period, Tenant uses the Premises for any purpose other than as set
forth in the first sentence of this paragraph, including conducting business on or within the Premises, Tenant
shall be responsible for the payment of Rent during such Early Access Period. Any personal property brought
into the Premises by Tenant, its agent or employees during the Early Access Period shall be at the sole risk
of Tenant. The Early Access Period shall terminate upon the Commencement Date.
3. **RENT.** Tenant shall pay the “Monthly Net Rent” as set forth on the Reference Page, plus other sums due hereunder (“Additional Rent”), together known as “Rent”, on or before the first day of each month. Rent shall be paid to Landlord in lawful money of the United States of America, which payments shall be remitted electronically through Landlord’s prescribed electronic payment portal or at such other place as Landlord may designate in writing, without offset, deduction or, except as expressly provided herein, notice. Tenant shall be notified in writing with Landlord’s prescribed electronic payment portal instructions and registration requirements. Payments received by means other than Landlord’s prescribed payment portal will incur an administrative fee equal to one percent (1%) of the amount paid. Each Rent payment not received in full by the fifth (5th) of each month, shall incur a late fee as Additional Rent equal to the greater of: (a) two hundred dollars ($200.00) or (b) five percent (5%) of the monthly Rent amount due. All future payments will be allocated first to any outstanding balances other than Rent. Any remaining monies will be allocated lastly to any Rent balance. Landlord and Tenant agree that such late charge represents a reasonable estimate of such costs and expenses and is fair reimbursement to Landlord. In no event shall such late charge be deemed to grant to Tenant a grace period or extension of time within which to pay any rent or prevent Landlord from exercising any right or enforcing any remedy available to Landlord upon Tenant’s failure to pay each installment of rent due under this Lease when due, including the right to terminate this Lease and recover all damages from Tenant. No payment by Tenant or receipt by Landlord of a lesser amount of Monthly Net Rent, Additional Rent or any other sum due hereunder, shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or any letter accompanying any such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such rent or payment or pursue any other remedy available in this Lease, at law or in equity. Landlord may accept any partial payment from Tenant without invalidation of any contractual notice required to be given herein (to the extent such contractual notice is required) and without invalidation of any notice required by any law pertaining to eviction or summary remedy for regaining possession of real property in the event of tenant Default (defined herein).

4. **EXPENSES.**

   A. “Expenses” of the Property shall include Building Expenses, Office Expenses and Warehouse Expenses, each as defined below. “Building Expenses” shall include any and all rent, charges and expenses due under the Master Lease, real estate taxes and fees, rents or assessments levied upon Landlord with respect to the Property from any governmental or taxing authority whether general or specific, ordinary or extraordinary, foreseen or unforeseen and any personal property, sales, rental, use and occupancy tax levied upon Landlord. Expenses shall include the cost of operating, managing and maintaining the Property, including without limitation, janitorial, snow removal, insurance, maintenance of building exteriors, security, common area utilities, common fire protection mains and pumps, landscaping, clean-up, management fees, and fees incurred for tax appeal or insurance purposes, provided that any Expenses that are applicable to the operation or maintenance of the Property but not exclusively either the office or the warehouse and ramp shall be included in Building Expenses, any Expenses that are exclusively applicable to the operation or maintenance of the office space shall be included in “Office Expenses”, and any Expenses that are exclusively applicable to the operation or maintenance of warehouse or associated ramp areas shall be included in “Warehouse Expenses”, in each instance without duplication, and allocated accordingly by the Landlord in its sole discretion.
B. Tenant’s “Proportionate Share” is determined by dividing the Rentable Area of the Premises by the Rentable Area of the Property (defined herein) and rounding the quotient to the next highest thousandth. Tenant’s “Office Share”, when applicable, is determined by dividing that portion of the Rentable Area of the Premises that is office space by the Rentable Area of the Office (defined herein) and rounding the quotient to the next highest thousandth. Tenant’s “Warehouse Share”, when applicable, was determined by dividing that portion of the Rentable Area of the Premises that is warehouse space by the Rentable Area of the Warehouse (defined herein) and rounding the quotient to the next highest thousandth. Landlord and Tenant agree that, for purposes of this Lease, the Premises contains the number of square feet specified on the Reference Page (including applicable loss factor in accordance with Section 31) and Tenant’s Proportionate Share is the ratio of such building area of the Premises to such building area of the Property, and Tenant’s Office Share and Warehouse Share are the ratios of the office or warehouse portions of the Premises to the collective office or warehouse areas of the Property, as applicable. Each December Landlord shall estimate Tenant’s Proportionate Share of Building Expenses, Office Share of Office Expenses and Warehouse Share of Warehouse Expenses, as applicable, for the next calendar year. Tenant shall pay such estimated amounts to Landlord in advance in monthly installments as Additional Rent. After each calendar year, Landlord shall furnish a statement setting forth the actual Building Expenses, Office Expenses and Warehouse Expenses and Landlord or Tenant shall make such payment necessary to adjust Tenant’s estimated payments to the amount actually due within forty-five (45) days of such statement. Landlord may equitably adjust the Expenses to reflect: 1) direct payments or reimbursements by any tenant to Landlord or a third party; 2) any services or costs which, in Landlord’s discretion, may benefit or burden only a portion of the tenants in the Property and thus should reasonably only be charged to such tenants; and/or 3) any tax abatement or similar offset or reduction to which Tenant or other tenants are entitled. Partial years shall be equitably prorated.

C. In determining the amount of Expenses for any calendar year, if less than ninety-five percent (95%) of the Rentable Area of the Property shall have been occupied by tenant(s) at any time during any such year, Expenses shall be determined for year to be an amount equal to the Expenses which would normally be expected to have been incurred had ninety-five percent (95%) of such Rentable Area of the Property been occupied throughout such calendar year.

D. If any capital improvement is made during any calendar year then the cost of such improvement shall be included in Expenses for the year in which such improvement was made, provided, however, to the extent the cost of such improvement is required to be capitalized in accordance with GAAP, such cost shall be amortized over the useful economic life of such improvement as reasonably estimated by Landlord, and the annual amortization, together with interest thereon at the then Base Rate (defined herein), of such improvement shall be deemed an Operating Expense in each of the years during which such cost of the improvement is amortized. If any capital improvement is made during any calendar year either for the purpose of saving or reducing Expenses (as, for example, a labor saving improvement), then the cost of such improvement shall be included in Expenses for the year in which such improvement was made; provided, however, such cost may be amortized over such period of time as Landlord reasonably estimates such savings or reduction in Expenses will equal the cost of such improvement and the annual amortization, together with interest thereon at the then Base Rate, of such improvement shall be deemed an Expense in each of the years during which such cost of the improvement is amortized.
E. "Base Rate" shall mean the rate of interest publicly announced from time to time by JP Morgan Bank, N.A., or its successor, as its "prime lending rate" (or such other term as may be used by JP Morgan Bank, N.A., from time to time, for the rate presently referred to as its "prime lending rate").

5. SECURITY DEPOSIT.

A. Upon signing this Lease, Tenant shall pay to Landlord the "Security Deposit" shown on the Reference Page as security for Tenant's performance of the terms of this Lease and Tenant shall not be entitled to interest thereon. Landlord shall designate whether the Security Deposit shall be in the form of US Dollars or an irrevocable letter of credit. Landlord may use the Security Deposit for the payment of Rent, including monies which Landlord spends to enforce this Lease or because of Tenant's Default. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to timely restore the Security Deposit shall constitute a Default hereunder. If Tenant shall perform every provision of this Lease, the Security Deposit shall be promptly returned following the Termination Date. Upon termination of the original Landlord's or any successor owner's interest in the Premises, the original Landlord or such successor owner shall be released from further liability with respect to the Security Deposit upon the original Landlord's or such successor owner's transferring the Security Deposit to the new owner.

B. If Landlord requires that the Security Deposit be in the form of a letter of credit it shall be an irrevocable standby letter of credit ("Letter of Credit"). The Letter of Credit shall be issued by a commercial bank acceptable to Landlord and 1) that is chartered under the laws of the United States, any State thereof or the District of Columbia, and which is insured by the Federal Deposit Insurance Corporation; 2) whose long-term, unsecured and unsubordinated debt obligations are rated by at least two of Fitch Ratings Ltd. (Fitch), Moody's Investors Service, Inc. (Moody's) and Standard & Poor's Ratings Services (S&P) or their respective successors (the "Rating Agencies") with ratings of not less than A from Fitch, A2 from Moody's and A from Standard & Poor's; and 3) which has a short term deposit rating from at least two Rating Agencies with ratings of not less than A1 from Fitch, P-1 from Moody's and A-1 from S&P (collectively, the "LC Issuer Requirements"). If at any time the LC Issuer Requirements are not met, or if the financial condition of such issuer changes in any other materially adverse way, as determined by Landlord in its sole discretion, then Tenant shall within five (5) days of written notice from Landlord deliver to Landlord a replacement Letter of Credit which otherwise meets the requirements of this Lease and that meets the LC Issuer Requirements (and Tenant's failure to do so shall, notwithstanding anything in this Lease to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid five (5) day period). Among other things, Landlord shall have the right under such circumstances to immediately, and without further notice to Tenant, present a draw under the letter of credit for payment and to hold the proceeds thereof. The Letter Of Credit shall remain in effect until the date which is thirty (30) days after the Termination Date of this Lease (and, if Tenant shall hold over possession of the Premises pursuant to Section 16 hereof, then Tenant shall ensure that the Letter of Credit is extended to cover a period which is not less than thirty (30) days after the expiration of any license that Tenant may have to continue using the Premises pursuant to Section 16), and shall otherwise be in form and substance reasonably acceptable to Landlord. Among other things, Landlord shall have the right under such circumstances to immediately, and without further notice to Tenant, present a draw under the Letter of Credit for payment and to hold the proceeds thereof.
6. **ALTERATIONS.**

A. Tenant shall not permit any alterations or improvements ("Alterations") without the written consent of Landlord. Such consent shall not be unreasonably withheld if the Alteration is non-structural, does not reduce the value of the Property, and does not exceed $5,000 in the aggregate. Tenant shall submit to Landlord, for Landlord’s written approval, complete plans and specifications for all Alterations to be done by Tenant and shall comply with all such other requirements as may be reasonably required by Landlord in connection with such Alterations. Tenant shall pay for all Alterations (including the cost of all utilities, permits, fees, taxes, and property and liability insurance premiums in connection therewith). Under no circumstances shall Landlord be liable to Tenant for any damage, loss, cost or expense incurred by Tenant on account of design of any work, construction of any work, or delay in completion of any Alterations. Tenant shall keep the Premises and the Property free from mechanics’, materialmen’s and all other liens arising out of any work performed, labor supplied, materials furnished, or other obligations incurred by Tenant. Tenant shall promptly and fully pay and discharge all claims on which any such lien could be based. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Property from such liens, and to take any other action Landlord deems necessary to remove or discharge liens or encumbrances at the expense of Tenant. All Alterations, whether temporary or permanent in character, made in or to the Premises by Tenant, shall become part of the Property and Landlord’s property. Upon termination of this Lease, Landlord shall have the right, at Landlord’s option, by giving written notice to Tenant at any time before or within sixty (60) days after such termination, to retain all such Alterations in the Premises, without compensation to Tenant, or to remove all such Alterations from the Premises, repair all damage caused by any such removal, and restore the Premises to the condition in which the Premises existed before such Alterations were made, and in the latter case Tenant shall pay to Landlord, upon billing by Landlord, the cost of such removal, repair and restoration (including a reasonable charge for Landlord’s overhead and profit). All movable furniture, equipment, trade fixtures, computers, office machines and other personal property shall remain the property of Tenant. Upon termination of this Lease, Tenant shall, at Tenant’s expense, remove all such movable furniture, equipment, trade fixtures, computers, office machines and other personal property from the Property and repair all damage caused by any such removal. Termination of this Lease shall not affect the obligations of Tenant pursuant to this Section 6 to be performed after such termination.

B. **Insurance during improvements or Alterations:**

   (i) At any time during construction and while any work in connection with any Alterations is in progress with respect to the Leased Premises, Tenant shall maintain builders risk broad form insurance coverage (including loss of income and soft costs) for not less than the completed value of the work then being performed by Tenant. Such insurance shall include coverage for items stored off site and items in transit for an amount sufficient to cover fully any loss. Landlord and other parties designated by Landlord, shall be named as loss payees as respects their interest in the Leased Premises and any such Alterations. Such coverage maybe satisfied by a separate policy or included in a property insurance policy.

   (ii) Tenant shall include all contractors and subcontractors as insureds under its policies or shall be responsible for verifying the insurance maintained by each contractor and subcontractor. Tenant shall cause contractors and subcontractors to be subject to all of the insurance coverages and requirements stated herein, including naming the Landlord, the Property Manager, and other parties designated by
Landlord, as additional insureds via endorsement CG 20 38. Tenant shall cause Tenants contractors and subcontractors to provide evidence of property insurance coverage for their tools and equipment in an amount equal to the replacement cost of all tools and equipment brought onto the Premises. Such property insurance policy shall contain a waiver of subrogation against Landlord, and other additional insureds.

(iii) Failure of the Tenant, contractors or subcontractors to purchase and/or maintain any required insurance shall not relieve them from any liability or indemnification requirements.

(iv) Tenant shall require contractors and subcontractors to provide the same indemnification to Landlord as provided by Tenant to Landlord in this agreement.

(v) All certificates of insurance shall be received and approved by the Landlord before work can commence and upon any renewal of each policy.

(vi) Under no circumstances shall delivery to and inspection by Landlord of any certificate or other proof of existence of the coverages release the Tenant, contractors or subcontractors of its obligations to maintain insurance in strict compliance with these provisions or constitute a waiver in favor of the Tenant, contractors or subcontractors of any of Landlords rights.

7. **REPAIR.** By taking possession, Tenant acknowledges that Tenant has inspected the Premises or has had the Premises inspected by professional consultants retained by Tenant, Tenant is familiar with the condition of the Premises, the Premises is suitable for Tenant's purposes, and the condition of the Premises is acceptable to Tenant. Except as otherwise provided herein, Landlord shall have no obligation to construct or install any improvements in the Premises or the Property or to remodel, renovate, recondition, alter or improve the Premises or the Property in any manner, and Tenant shall accept the Premises "as is" on the Commencement Date, subject to all applicable easements, covenants, conditions, restrictions and other matters of record, and applicable zoning and other laws regulating the use of the Premises. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness, for a particular purpose or of any other kind arising out of this Lease and there are no warranties which extend beyond those expressly set forth in this Lease. Tenant shall maintain the Premises in good condition, regularly servicing and promptly making all repairs and replacements, whether ordinary or extraordinary, with high quality materials and workmanship in compliance with all laws and regulations. The obligation to maintain shall include, without limitation, the windows, office entries, walls, floors, electrical systems, sprinkler systems, dock seals, dock bumpers, dock doors, plumbing fixtures and heating, ventilation and air conditioning systems that serve the Premises. Tenant shall also repair any Property damage caused by its agents, employees or visitors within thirty (30) days. Tenant shall not take or allow any action that would void roof or other similar warranties or overload any building component, including mezzanines. In addition, Tenant shall, at Tenant's sole cost and expense, promptly comply with all laws, ordinances, rules, regulations, orders and other requirements of any government or public authority now in force or which may hereafter be in force, with all requirements of any board of fire underwriters or other similar body now or hereafter constituted, and with all directions and certificates of occupancy issued pursuant to any law by any governmental agency or officer, insofar as any thereof relate to or are required by the condition, use or occupancy of the Premises or the operation, use or maintenance of any personal property, fixtures, machinery, equipment or improvements in the Premises. Landlord shall maintain the common areas, foundation, structural components of the building, maintenance of building exteriors including exterior walls, and the roof, in each case, in good condition,
regularly servicing and promptly making all repairs and replacements, and the cost thereof shall be included in Expenses. Landlord shall have the right but not the obligation to maintain the heating, ventilation and air conditioning systems and the cost thereof shall be included in Expenses or billed directly to the Tenant, as appropriate. Landlord shall have the right to inspect the Premises for Tenant’s compliance with repair and maintenance obligations hereunder.

8. **LIENS.** Tenant shall keep the Property free from liens. If Tenant does not, within ten (10) days following the filing of a lien, cause the lien to be released, Landlord may cause it to be released by such means as it shall deem proper, including payment of the claim. Such sums advanced shall be considered Additional Rent and payable by Tenant upon demand from Landlord.

9. **SUBLETTING.**

A. Tenant shall not, directly or indirectly, without the prior written consent of Landlord, assign this Lease or any interest herein or sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any person or entity other than Tenant. Tenant shall not, directly or indirectly, without the prior written consent of Landlord, pledge, mortgage or hypothecate this Lease or any interest therein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord. A transfer directly or indirectly of a controlling interest in Tenant (either in one transfer or a series of transfers) shall constitute an assignment hereunder subject to Landlord’s consent. Tenant agrees that the instrument by which any assignment or sublease to which Landlord consents is accomplished shall expressly provide that the assignee or subtenant will perform all of the covenants to be performed by Tenant under this Lease (in the case of a sublease, only insofar as such covenants relate to the portion of the Premises subject to such sublease) as and when performance is due after the effective date of the assignment or sublease and that Landlord will have the right to enforce such covenants directly against such assignee or subtenant. Any purported assignment or sublease without an instrument containing the foregoing provisions shall be void.

B. If Tenant wishes to assign this Lease or sublease all or any part of the Premises, Tenant shall give written notice to Landlord identifying the intended assignee or subtenant by name and address and specifying all of the terms of the intended assignment or sublease. Tenant shall give Landlord such additional information concerning the intended assignee or subtenant (including complete financial statements and a business history) or the intended assignment or sublease (including true copies thereof) as Landlord requests. For a period of thirty (30) days after such written notice is given by Tenant, Landlord shall have the right, by giving written notice to Tenant, 1) to consent in writing to the intended assignment or sublease, unless Landlord determines not to consent; or 2) in the case of an assignment of this Lease or a sublease of substantially the entire Premises for substantially the balance of the term of this Lease, to terminate this Lease, which termination shall be effective as of the date on which the intended assignment or sublease would have been effective if Landlord had not exercised such termination right. If Landlord does not elect to terminate this Lease pursuant to the foregoing and the proposed assignee or subtenant does not represent an environmental or financial risk, such consent shall not be unreasonably withheld. Tenant’s sole remedy shall be specific performance with respect to any assertion that Landlord’s consent was unreasonably withheld.

C. If Landlord consents in writing, Tenant may complete the intended assignment or sublease subject to the following covenants: 1) the assignment or sublease shall be on the same terms as set forth in the written
notice given by Tenant to Landlord; 2) no assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease, in compliance with Section 9(a) hereof, has been delivered to Landlord; 3) no assignee or subtenant shall have a right further to assign or sublease; and 4) fifty percent (50%) of all Excess Rent (as hereinafter defined) derived from such assignment or sublease shall be paid to Landlord. Such excess rent shall be deemed to be, and shall be paid by Tenant to Landlord as, Additional Rent. Tenant shall pay such excess rent to Landlord immediately as and when such excess rent becomes due and payable to Tenant. As used in this Section 9(c), “Excess Rent” shall mean the amount by which the total money and other economic consideration to be paid by the assignee or subtenant as a result of an assignment or sublease, whether denominated rent or otherwise, exceeds, in the aggregate, the total amount of rent which Tenant is obligated to pay to Landlord under this Lease (prorated to reflect the rent allocable to the portion of the Premises subject to such assignment or sublease), less only the reasonable costs paid by Tenant for additional improvements installed in the portion of the Premises subject to such assignment or sublease by Tenant at Tenant’s sole cost and expense for the specific assignee or subtenant in question and reasonable leasing commissions paid by Tenant in connection with such assignment or sublease, without deduction for carrying costs due to vacancy or otherwise. Such costs of additional improvements and leasing commissions shall be amortized without interest over the term of such assignment or sublease.

D. No assignment or sublease whatsoever shall release Tenant from Tenant’s obligations and liabilities under this Lease or alter the primary liability of Tenant to pay all rent and to perform all obligations to be paid and performed by Tenant. No assignment or sublease shall amend or modify this Lease in any respect, and every assignment and sublease shall be subject and subordinate to this Lease. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. Tenant shall pay to Landlord all direct costs and shall reimburse Landlord for all expenses incurred by Landlord in connection with any assignment or sublease requested by Tenant. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or subleases or amendments or modifications to this Lease with assignees, subtenants or successors of Tenant, without notifying Tenant or any successor of Tenant and without obtaining any consent thereto from Tenant or any successor of Tenant, and such action shall not release Tenant from liability under this Lease.

10. INDEMNIFICATION. To the fullest extent permitted by applicable law, Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises or the Property arising at any time and from any cause whatsoever, except to the extent caused by the gross negligence or willful misconduct of Landlord. Tenant shall indemnify and defend Landlord, with counsel acceptable to Landlord, against and hold Landlord harmless from all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys’ fees and disbursements, arising from or related to any use or occupancy of the Premises or Property, or any condition of the Premises, or any Default in the performance of Tenant’s obligations under this Lease, or any damage to any property (including property of employees and invitees of Tenant) or any bodily or personal injury, illness or death of any person (including employees and invitees of Tenant) occurring in, on or about the Premises or any part thereof arising at any time and from any cause whatsoever (except to the extent caused by the gross negligence or willful misconduct of Landlord) or
occurring in, on or about any part of the Property when such damage, bodily or personal injury, illness or death is caused by any act or omission of Tenant or its agents, officers, employees, contractors, invitees or licensees. This indemnification provision is independent of and shall not in any way be limited by the insurance requirements of this agreement. This Article shall survive the termination of this Lease.

11. **INSURANCE COVERAGES.** The Tenant agrees that it shall, at all times during the Term of this Lease, and at the Tenant’s sole cost and expense, purchase or cause to be purchased on its behalf, and maintain in full force and effect, the minimum insurance coverages as shown on Exhibit “D” attached hereto.

12. **INSURANCE REQUIREMENTS.** The Tenant agrees that it shall, at all times during the Term of this Lease, and at the Tenant’s sole cost and expense, purchase or cause to be purchased on its behalf, and maintain in full force and effect, all requirements in connection with the insurance coverages as shown on Exhibit “D” attached hereto.

13. **WAIVER OF SUBROGATION.** The Tenant agrees to waive all rights of recovery and subrogation that the Tenant and all of the Tenant’s insurers may otherwise be legally entitled to, under all policies of property insurance and equipment breakdown insurance as required herein, without exception, as set forth hereunder, or as may be required by the Landlord from time to time. Each of the Tenant’s insurance policies shall either grant the Tenant permission to waive its rights of recovery or shall include a waiver of subrogation by the insurer in such policy. This release and waiver remains effective despite Tenant’s failure to obtain insurance. In the event the Tenant fails to procure such a waiver, Tenant will pay to Landlord as liquidated damages payable as Additional Rent on demand all monies to which any subrogator hereunder becomes entitled and the cost of any legal defense of any claim for subrogation.

14. **LANDLORD INSURANCE REQUIREMENTS.** Landlord shall, at all times during the term of this Lease, secure and maintain:

A. All risk property insurance coverage on the Property. Landlord shall not be obligated to insure any furniture, equipment, trade fixture, machinery, goods, or supplies which Tenant may keep or maintain in the Premises or any alteration, addition or improvement which Tenant may make upon the Premises. In addition, Landlord shall secure and maintain rental income insurance and any other insurance coverage required to be maintained by any mortgagee of the Property. If the annual cost to Landlord for such property or rental income insurance exceeds the standard rates because of the nature of Tenant’s operations, Tenant shall, upon the receipt of appropriate invoices, reimburse Landlord for such increased cost.

B. Commercial general liability insurance with limits not less than five million dollars ($5,000,000) per occurrence and aggregate. Such insurance shall be in addition to, and not in lieu of, insurance required to be maintained by Tenant. Tenant shall not be named as an additional insured on any policy of liability insurance maintained by Landlord.

15. **UTILITIES.** Tenant shall pay, directly to the appropriate supplier before delinquency, for all water, gas, heat, light, power, telephone, sewer, refuse disposal and other utilities and services supplied to the Premises, together with all taxes, assessments, surcharges and similar expenses relating to such utilities and services. If any such utilities or services are jointly metered with the Premises and another part of the Property, Landlord shall determine Tenant’s share of the cost of such jointly metered utilities and services based on Landlord’s
estimate of usage, and Tenant shall pay as Additional Rent Tenant's share of the cost of such jointly metered utilities and services to Landlord within ten (10) days after receipt of Landlord's written statement for such cost. Landlord shall not be in default under this Lease or be liable for any damage or loss directly or indirectly resulting from, nor shall the rent be abated or a constructive or other eviction be deemed to have occurred by reason of, any interruption of or failure to supply or delay in supplying any such utilities and services or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any resource or form of energy or other service serving the Premises or the Property, whether such results from mandatory restrictions or voluntary compliance with guidelines. In the event of utility “deregulation” Landlord shall choose the service provider.

16. **HOLDING OVER.** Landlord may charge two hundred percent (200%) of the Rent due hereunder if Tenant retains possession of the Premises after the Termination Date. If Tenant, with Landlord's consent, remains in the Premises after expiration or termination of the Term, such holdover by Tenant shall be deemed to be on a month-to-month license terminable by either party upon thirty (30) days notice. Any holding over by Tenant without Landlord's consent, and Landlord's collection of any Rent therefor, shall not serve as permission for Tenant's continued occupancy of the Premises nor serve to extend the Term, and Tenant shall also indemnify, defend and hold Landlord harmless from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over without Landlord's consent.

17. **SUBORDINATION.** This Lease shall be subject and subordinate to any Property mortgage or ground lease, including without limitation the Master Lease, which may now exist or hereafter be placed on or against the Property or on or against Landlord's interest or estate therein, all without the necessity of having further instruments executed by Tenant to effect such subordination. Tenant agrees to attorn to any mortgagee or ground owner; and the Tenant agrees, within ten (10) days of request, to execute such evidence of attornment as the mortgagee or ground owner may from time to time reasonably request. Tenant further agrees that such attornment shall not be terminated by foreclosure; and that the mortgagee or ground owner may, at Lender's option, accept or reject such attornment. In the event of attornment by Tenant, the ground owner or mortgagee shall not be: a) liable for any act or omission of Landlord; or b) subject to any offsets or defenses Tenant has against Landlord; or c) bound by prepayment of more than one month’s Rent; or d) be required to account for any security deposit not actually delivered to such ground owner or mortgagee; or e) bound by any modification of this Lease not approved by it. Tenant shall execute a subordination and attornment agreement upon ten (10) days prior notice, provided that such agreement is mortgagee’s standard form. Tenant further agrees to provide any mortgagee of the Property written notice of a Landlord default under this Lease and a reasonable opportunity to cure such default.

18. **RULES.** Tenant shall comply with the Environmental Requirements set forth in Exhibit “B” and Property rules reasonably set forth by Landlord, including the Rules and Regulations set forth in Exhibit “C”. Tenant shall install signs or lettering and advertising in compliance with governmental regulations and Property standards after obtaining Landlord’s written consent, which shall not be unreasonably withheld. Tenant shall, at Tenant's expense, remove all such signs prior to or upon termination of this Lease, repair any damage caused by the installation or removal of such signs, and restore the Premises to the condition that existed before installation of such signs. Tenant shall hold and keep current all permits and licenses required by any law or regulation.

19. **REENTRY.** Landlord shall have the right to enter the Premises at any time to: a) inspect the Premises; b) exhibit the Premises to prospective purchasers, lenders or tenants; c) determine whether Tenant is performing
all of Tenant's obligations; d) supply any service to be provided by Landlord; e) post notices of non-responsibility; and f) make any repairs to the Premises, or make any repairs to any adjoining space or utility services, or make any repairs, alterations or improvements to any other portion of the Property, provided all such work shall be done as promptly as reasonably practicable and so as to cause as little interference to Tenant as reasonably practicable. Tenant waives all claims for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in an emergency to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of such means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

20. **DEFAULT.** Tenant shall be deemed to be in “Default” under this Lease: a) if Tenant fails to make any payment of Rent; b) except for Tenant's obligations pursuant to Section 17 and Section 26 hereof, if Tenant fails to observe any ordinance, law or regulation or any term, covenant or condition of this Lease or other agreement with Landlord and fails to remedy, or commence to remedy (and diligently pursue until completion) such Default within twenty (20) days after notice (provided, however, if Tenant fails to observe any ordinance, law or regulation or any term, covenant or condition of this Lease or other agreement with Landlord two times in any six-month period, Tenant shall be in Default under this Lease without any further opportunity to cure such failure); c) if Tenant fails to respond to Landlord's request pursuant to Section 17 or Section 26 hereof within the time frames set forth therein without any further notice and cure period; d) if Tenant sublets or assigns this Lease without Landlord's consent in accordance with Section 9 hereof; or e) upon the appointment of a receiver or an assignment of assets for the benefit of creditors, or any action taken by Tenant under any bankruptcy or other debtor relief act.

21. **REMEDIES.** If a Default occurs, Landlord shall have the right at any time to give a written termination notice to Tenant and, on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. Upon such termination, Landlord shall have the full and immediate right to possession of the Premises and Landlord shall have the right to recover from Tenant all unpaid rent which had been earned at the time of termination, all unpaid rent for the balance of the Term of this Lease after termination, and all other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform all of Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. Landlord may elect not to terminate this Lease but to: a) recover the Rent as the same becomes due or, in advance, the present value of the future Rent; and/or b) cure the Default of Tenant and recover from Tenant the cost of such cure plus interest at the rate of two percent (2%) per month until paid. After Default Landlord may reenter the Premises, dispossess Tenant and remove all property without releasing Tenant from any obligation, including payment of Rent. Tenant and Tenant's creditors waive all rights to file claims for damages resulting from such reentry and expulsion, or to reenter or repossess the Premises, after Tenant shall have been dispossessed by any judgment. Landlord's failure to enforce one or more of its rights under this Lease, in the law, or in equity, shall not be construed as a waiver or limitation of Landlord's ability to subsequently enforce any of its rights. Upon the occurrence of a Default, Landlord shall have the right to exercise and enforce all rights and remedies granted or permitted by law. The remedies provided for in this Lease are cumulative and in addition to all other remedies available to Landlord at law or in equity by statute or otherwise. Exercise by Landlord of any remedy shall not be deemed to be an
acceptance of surrender of the Premises by Tenant, either by agreement or by operation of law. Surrender of the Premises can be effected only by the written agreement of Landlord and Tenant.

22. **QUIET ENJOYMENT.** Landlord warrants that it has the authority to enter into this Lease and that Tenant, while paying Rent and performing its other covenants and agreements shall peaceably and quietly have, hold and enjoy the Premises without hindrance from Landlord.

23. **CASUALTY.**

A. If the Premises or access thereto shall, at any time during the Term hereby created or any renewal thereof, be so badly damaged or destroyed by reason of any cause that, in the opinion of the Landlord’s architect cannot be repaired or rebuilt within one hundred and eighty (180) days from the date on which construction can be commenced, then this Lease may be terminated and ended by either party by a notice in writing to the other mailed within thirty (30) days after the giving of the opinion of the Landlord’s architect as aforesaid; provided, however, that, in the event notice of termination is given pursuant to this clause, the rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid to the date of such damage or destruction and the Tenant shall deliver up possession of the Premises to the Landlord thirty (30) days after the notice of termination. If damage or destruction to the Premises is, in the opinion of the Landlord’s architect capable of being repaired or rebuilt within one hundred and eighty (180) days from the date on which construction can be commenced, then the Landlord shall commence such repair and rebuilding as soon as practicable and proceed with reasonable promptness to complete such repair and rebuilding, provided in no event shall Landlord be required to expend funds to repair and rebuild in excess of available insurance proceeds. Landlord shall not repair or replace Tenant's property. If such damage or destruction to the Premises is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, officers, employees, contractors, licensees or invitees, then, during the period the Premises is rendered unusable by such damage or destruction, Tenant shall be entitled to a reduction in Rent in the proportion that the area of the Premises rendered unusable by such damage or destruction bears to the total area of the Premises.

B. The provisions of this Section 23 shall be subject and subordinate to the provisions of mortgages or ground leases on the Premises or Property.

24. **EMINENT DOMAIN.** If possession of any material part of the Premises shall be taken under the power of eminent domain, or conveyance in lieu thereof, and the remaining portion of the Premises is not reasonably suitable for Tenant's purposes either party may terminate this Lease within thirty (30) days of such taking. If neither Landlord nor Tenant exercises such right to terminate this Lease in accordance with this Section 24, this Lease shall terminate as to the portion of the Premises so taken as of the date of such taking and shall remain in full force and effect as to the portion of the Premises not so taken, and the Monthly Net Rent and Tenant's Proportionate Share shall be reduced as of the date of such taking in the proportion that the area of the Premises so taken bears to the total area of the Premises. If all of the Premises is taken by exercise of the power of eminent domain before the Commencement Date or during the Term of this Lease, this Lease shall terminate as of the date of such taking. Landlord shall be entitled to any award and Tenant hereby waives any interest it may have in such award. Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.
25. **SALE BY LANDLORD.** If the Property is sold, Landlord shall be released from any future liability under this Lease and Tenant shall look solely to Landlord’s successor. Except as set forth in this Article, this Lease shall not be affected by any such sale.

26. **ESTOPPEL CERTIFICATES.** Within ten (10) days of request, Tenant shall deliver to Landlord or any prospective landlord or mortgagee a statement certifying a) the Termination Date; b) that this Lease is unmodified except as specified; c) the date to which Rent has been paid; d) that there are no defaults of Landlord’s obligations except as specified; and e) financial, environmental and other information as reasonably requested.

27. **FINANCIAL INFORMATION.** With the submission of this Lease and thereafter, at the request of Landlord at any time during the Term, Tenant and guarantor (if any) shall submit full financial statements for use in a refinancing or sale of the Property.

28. **SURRENDER OF PREMISES.** Upon termination of this Lease, Tenant will deliver to Landlord possession of the Premises in good condition, broom clean and, subject to Section 6 hereof, with all alterations, additions, fixtures and improvements therein and free of debris and damage, ordinary wear and tear excepted. All obligations of Tenant hereunder not fully performed shall survive termination of this Lease. Tenant shall pay Landlord to remove any alterations or signage and to repair, restore and paint the Premises if necessary. If any movable furniture, equipment, trade fixtures or personal property belonging to Tenant is left in the Premises following the termination of this Lease, such property shall be deemed to be abandoned, at the option of Landlord, and Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner.

29. **NOTICES.** Notices shall be sent by hand delivery, overnight courier, or Certified Mail followed by a copy sent by regular mail, using the addresses set forth below:

   If to Landlord:  
   Aero Ft. Myers, LLC  
   c/o Aeroterm Management, LLC  
   201 West Street  
   Annapolis, Maryland 21401

   If to Tenant:  
   Dade GSE, Inc.  
   5727 NW 7th Street, Unit #162  
   Miami, Florida 33126

   With electronic copy to:  
   leases@realterm.com

30. **FORCE MAJEURE.** Landlord and Tenant shall be excused for any delay and shall not be in Default with respect to the performance of any of the terms or conditions of this Lease when prevented from so doing by a cause beyond their control. This Article shall not apply to the timely payment of Rent.

31. **DEFINED TERMS AND MISCELLANEOUS.**

   A. The headings herein are for convenience and in no way describe the scope or intent of any Article. Any indemnification or insurance of Landlord shall include Landlord’s lenders, trustees, directors, beneficiaries, shareholders, agents, affiliates, employees and ground owner. The terms person, Tenant and
Landlord or any pronoun used in place thereof shall include the masculine or feminine, the singular or plural number, individuals, firms, and corporations according to the context hereof.

B. The term “Rentable Area of the Property” shall mean the building area of the Property, less common areas and an allowance for vacancy equal to five percent (5%) of the rentable building area of the Property. The term “Rentable Area of the Office” shall mean the total area of the office space within the Property, less common areas and an allowance for vacancy equal to five percent (5%) of the rentable area of such office space within the Property. The term “Rentable Area of the Warehouse” shall mean the total area of the warehouse space within the Property, less common areas and an allowance for vacancy equal to five percent (5%) of the rentable area of such warehouse space within the Property. The “Rentable Area of the Premises” is deemed to be the square footage set forth on the Reference page. Landlord shall revise the Rentable Area of the Property (and therefore Tenant’s Proportionate Share of the Property) if there is a change for any reason including sale, casualty or expansion or reduction in the building area. In projects with multiple buildings, Landlord may elect to calculate Expenses on a building basis or a Property-wide basis in which case Tenant’s Proportionate Share shall be adjusted equitably. The Premises is not reserved nor is this Lease effective until fully executed by Landlord and Tenant and consented to by Master Lessor when applicable.

C. The Landlord may, from time to time, at its option, have any area measured by an architect and deliver a certificate of measurement to the Tenant, and if necessary, as a result of such measurement, the Monthly Net Rent, Monthly Additional Rent and any other measurements contained in the Lease shall be adjusted by the Landlord. The effective date of any such adjustment shall be the date of the determination of the measurement. Such measurements shall be conclusive and shall be calculated from the exterior face of exterior walls, from the centerline of all partitions dividing the Premises from other suites, and from the corridor face of partitions dividing the Premises from corridors as per BOMA Industrial Standards and shall also include a common area allocation factor equal to Tenant’s Proportionate Share of the common areas servicing the Premises.

D. If any one of the provisions herein is judged unenforceable, all other provisions shall remain in full force and effect. Time is of the essence for this Lease and all of its provisions. This Lease has been freely negotiated between the parties and in any controversy over the interpretation of anything contained herein, there shall be no presumption or conclusion drawn against either party by virtue of that party having drafted that Section of this Lease. Tenant shall look solely to Landlord’s equity in the Property for satisfaction of any judgments or awards. All options to extend this Lease or expand the Premises are personal to Tenant and may not be exercised if this Lease has been assigned, the Premises has been sublet or Tenant is in Default. This Lease supersedes any previous understanding or agreement of the parties and may not be modified except in writing.

32. BROKER. Each party warrants that is has not dealt with any broker in connection with this Lease, except as noted on the Reference Page, and indemnifies and holds the other harmless from all liability and expense as a result of any alleged breach of such warranty.

33. PARKING. Tenant shall have reasonable rights and access to the common parking areas and streets of the Property with other tenants. Tenant shall not use more than its Proportionate Share of common trailer or car parking and in no event shall use more than one trailer parking space for each dock in the Premises without
Landlord’s written permission. There shall be no parking outside designated parking areas. Tenant shall not allow outside storage or the parking of inoperative vehicles or trailers on the Property. Notwithstanding the foregoing, if Tenant has exclusive car or trailer parking lots, such exclusive parking rights shall be in lieu of Tenant’s right to use common parking areas. Tenant shall be responsible for such exclusive lots and shall repair and maintain and surrender them in good condition to Landlord when this Lease terminates.

34. **WAIVER OF JURY TRIAL.** Landlord and Tenant hereby waive trial by jury in any proceeding brought against each other. Any legal proceedings shall be governed by the laws of the State in which the Property is located and tried in the court system in such state.

35. **SUBSTITUTION OF PREMISES.** Landlord may relocate Tenant to a space which is comparable in size, utility and condition to the Premises. Landlord shall reimburse Tenant for Tenant’s reasonable out-of-pocket expenses for moving inventory, equipment, supplies, furniture and phones, but shall not be responsible for any consequential damages or lost profits incurred by Tenant as a result thereof.

36. **OBLIGATIONS OF TENANT.** This Lease shall be totally net to Landlord. Landlord shall not be liable for any costs or expenses of any nature whatsoever relating to the Premises and Property or the use and occupancy thereof, or the contents thereof, or the business carried on therein, and Tenant shall be solely responsible for any such costs, charges, expenses and outlays, and for its Proportionate Share of Building Expenses, Office Share of Office Expenses and Warehouse Share of Warehouse Expenses, except as expressly otherwise provided herein. Any obligation which is not expressly declared herein to be that of Landlord shall be deemed to be the obligation of Tenant to be performed by and/or at the expense of Tenant.

37. **CONTINUOUS OPERATIONS.** Tenant agrees that it shall occupy the Premises promptly following the Commencement Date and continuously occupy the Premises during the entire Term. Throughout the Term, Tenant shall not at any time, abandon, leave vacant or desert the Premises or any part thereof.

A. If, during the Term, Tenant shall: (a) abandon, leave vacant or desert the Premises or any part thereof; or (b) cease operating or conducting Tenant's business therein in accordance with the terms of Paragraph B. of this Section 37 (except where the Premises are rendered untenantable by reason of fire, casualty, or permitted repairs or alterations); then and in any of such events (hereinafter collectively referred to as “failure to do business”), Landlord shall have the right, in addition to any and all other rights or remedies Landlord may have under this Lease and at law or in equity, at Landlord's option, to treat such failure to do business as a Default under Section 20. As used herein, the terms “abandon”, “leave vacant” or “desert” shall not be defeated because Tenant may have left all or any part of its trade fixtures or other personal property in the Premises.

B. In addition to Landlord's remedy to declare a Default if Tenant fails to continuously operate for business in the Premises in accordance with Paragraph A. of this Section 37, if at any time during the Term Tenant ceases to operate in the Premises for thirty (30) consecutive days for reasons other than remodeling, damage and destruction or eminent domain, Landlord shall have the right to terminate this Lease and recapture the Premises upon thirty (30) days written notice to Tenant (hereinafter “Notice of Recapture”). Upon the date which is thirty (30) days after Tenant's receipt of the Notice to Recapture (or such later date as Landlord may specify in the Notice of Recapture)(such date, the “Recapture Date”), this Lease shall terminate as if the Recapture Date were the date originally set forth in this Lease as the Termination Date, and upon
the Recapture Date this Lease shall be null and void and of no further force and effect, except for accrued
liabilities and those obligations intended to survive this Lease. Notwithstanding the foregoing, if prior to the
Recapture Date the conditions set forth in Paragraph A. of this Section 37 do not exist and the Tenant
recommences its continuous operations at the Premises in accordance with this Lease, then Landlord’s Notice
of Recapture shall be automatically revoked and this Lease shall remain in full force and effect.

38. NONRESPONSIBILITY OF LANDLORD. Except as otherwise expressly set forth herein, there shall be no
abatement from or reduction of the Rent due hereunder regardless of the reason or cause. Tenant shall not
be entitled to damages, costs, losses or disbursements from Landlord regardless of the cause or reason
therefor. Tenant shall have no claim of any nature whatsoever against Landlord, no abatement or reduction
of rent, and no recovery by Tenant from Landlord on account of partial or total failure of, or damage caused
by a) lessening of supply of, or stoppage of, heat, air-conditioning, electric light, power, water, plumbing,
sewerage, elevators, or any other service; b) any damage or annoyance occasioned by water, snow, or ice
being upon or coming through the roof, skylight, trapdoors, windows, or otherwise; c) any defect or break in
any pipes, tanks, fixtures, or otherwise whereby steam, water, snow, smoke or gas, leak, issue or flow into
the Premises; d) any damage or annoyance occasioned by the condition or arrangements of any electric or
other wiring; e) any damage or annoyance arising from any acts, omissions, or negligence of co-Tenants or
other occupants of the Property, or of owners or occupants of adjacent or contiguous property; or f) the making
of major repairs, alterations, repairs, improvements, or structural changes to the Property, or any thing or
service therein or thereon or contiguous thereto provided the same shall be made with reasonable expedition.

39. MASTER LEASE. Tenant is cognizant of the terms and conditions of the ground lease by and between Lee
County Port Authority ("Master Lessor") and Aero Ft. Myers, LLC dated August 20, 1990, as amended from
time-to-time, for the Property ("Master Lease"), and hereby covenants and agrees that its use and occupancy
of the Premises hereunder shall be subject to all the provisions of the Master Lease (as may be amended
from time to time) and that it will not do or omit to do or permit to be done or omitted to be done any act or
thing over which Tenant has control if such act, thing or omission would constitute a breach of any covenant
in the Master Lease on the part of Landlord to be performed and observed. If for any reason, the Master
Lease shall at any time be terminated, Tenant shall not have or make any claim or demand in respect thereof
against Landlord. Landlord shall not require the consent of Tenant to amend the Master Lease, Tenant waiving
hereby any right it may have to give any such consent or consents, provided that such amendment does not
impose any increased material obligation on Tenant or materially diminish any of its rights. Notwithstanding
anything to the contrary contained herein, in no event shall the Termination Date of the Lease extend beyond
the termination date of the Master Lease. The parties hereto recognize and agree that pursuant to the Master
Lease, this Lease shall not become effective until approved by Ground Lessor. In connection with obtaining
such approval, Tenant shall provide to Master Lessor such information as may be required by Master Lessor
in considering a request for its approval of this Lease.

40. SECURITY. Tenant, and its employees, invitees, guests, and contractors must abide by those security
regulations, policies and procedures (applicable at any time during the Term) ("Security Policies and
Procedures") of the Landlord, the airport where the Premises is located, Federal Aviation Administration, the
Transportation Security Administration, or any other applicable governmental or regulatory body, promulgated
from time-to-time. Tenant shall indemnify, protect, hold harmless, and shall defend at its own expense, the
Landlord and Landlord’s mortgagees from time to time against any and all loss, claims and demands made
by or arising in connection with Tenant's failure to comply with any applicable Security Policies and Procedures. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

41. **ATTORNEYS' FEES.** If either party to this Lease institutes litigation or other legal action to enforce its rights or remedies under this Lease, the successful party in such litigation or other legal action shall be entitled to reimbursement from the unsuccessful party in such litigation or other legal action of all reasonable fees, costs and expenses (including court costs and reasonable attorneys' fees) incurred by such successful party in connection with such litigation or other legal action.

42. **COUNTERPARTS AND ELECTRONIC TRANSMITTAL.** This Lease may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Lease and signatures transmitted electronically are acceptable and shall be effective as delivery of an original executed counterpart of this Lease.

43. **UBTI AND REIT QUALIFICATION.** Landlord and Tenant agree that all rent payable by Tenant to Landlord shall qualify as "rents from real property" within the meaning of both Sections 512(b)(3) and 856(D) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S. Department of Treasury Regulations promulgated thereunder (the "Regulations"). In the event that Landlord, in its sole and absolute discretion, determines that there is any risk that all or part of any rent shall not qualify as "rents from real property" for the purposes of Sections 512(b)(3) or 856(d) of the Code and the Regulations promulgated thereunder, Tenant agrees (a) to cooperate with Landlord by entering into such amendment or amendments as Landlord deems necessary to qualify all rents as "rents from real property," and (b) to permit an assignment of the Lease; provided, however, that any adjustments required pursuant to this Section shall be made so as to produce the equivalent rent (in economic terms) payable prior to such adjustment.
EXHIBIT “A”
Site Plan

15960 Chamberlin Parkway, Suite W_02, Fort Myers, FL 33913
Southwest Florida International Airport
Total: 2,400 SF | Office: 490 SF

- 1 Airside Overhead Doors
- 1 Dock High Overhead Doors
EXHIBIT “B”
Environmental Regulations

1. Tenant shall operate its business on the Property and maintain the Premises in compliance with all federal, state and local laws, regulations, and requirements relating to the discharge of air pollutants, water pollutants or wastewater or otherwise relating to the environment or “Hazardous Substances” (“Environmental Laws”). The term “Hazardous Substances” means all hazardous or toxic substances, materials or wastes, including but not limited to, those substances identified as “hazardous substances” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time; any oil or petroleum products; asbestos, PCBs; and any substances, materials or wastes that are or become regulated under Environmental Laws. Tenant shall make reasonable efforts not to use propane-fueled forklift trucks but if they are used, shall regularly monitor air quality to insure compliance with all applicable health standards.

2. Tenant shall give Landlord prompt written notice of any instituted or threatened action, proceeding or claim alleging a violation of Environmental Laws or Hazardous Substances contamination at or affecting the Property. Tenant shall also give Landlord prompt written notice of any condition or occurrence at the Property which constitutes a violation of Environmental Laws or would justify a demand for removal or remediation under Environmental Laws.

3. Within ten (10) days of request, Tenant shall execute and deliver to Landlord or any prospective landlord or mortgagee a statement certifying: a) the Hazardous Substances previously used or then in use by Tenant at the Property; b) that Tenant has obtained and maintained in full force and effect all permits and approvals required under Environmental Laws for the conduct of Tenant’s business at the Property and providing copies of those permits and approvals; c) that Tenant has no notice or knowledge of the presence of Hazardous Substances on the Property that could form the basis for cleanup, remedial, removal or restoration work under Environmental Laws; and d) such other environmental or related information as reasonably requested.

4. If Tenant breaches its obligations under this Article, or if the presence of Hazardous Substances on the Property caused or permitted by Tenant results in contamination of the Property or increases Landlord’s cost of renovating and/or repairing the Property, or if contamination of the Property by Hazardous Substances otherwise occurs for which Tenant is legally responsible, then Tenant shall indemnify, defend and hold Landlord, its officers, directors, shareholders, employees and trustees or its agents harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitations, diminution in value of Property and sums paid in settlement or defense of claims, attorneys’ fees, consultant fees and expert fees) which arise before or after the Lease termination as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitations, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision or private party.

5. Without limiting the foregoing, if the presence of any Hazardous Substances on the Property caused or permitted by Tenant results in any contamination of the Property, Tenant, at its sole expense, shall promptly take all actions necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Substances to the Property.
6. Landlord shall not cause or intentionally allow the presence of Hazardous Substances in the Premises that would be in violation of Environmental Laws. Landlord agrees to indemnify, defend and hold Tenant, its officers, directors, partners, shareholders, employees and agents harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise from the presence of Hazardous Substances in the Premises if caused by Landlord, its employees, agents or contractors. This indemnification of Tenant by Landlord includes, without limitation, costs in connection with any investigation of site condition on any cleanup, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision or private party.

7. The foregoing indemnity and obligations shall survive the expiration or earlier termination of this Lease. Landlord and its agents shall have the right, but not the duty, to inspect the Property at any time to determine whether Tenant is complying with the terms of this Lease.
EXHIBIT “C”
Rules and Regulations

1. The roadways, parking lots, sidewalks, entrances, loading docks, stairways and corridors of the Property shall not be obstructed by any Tenants or used by them for any other purpose than that for ingress and egress to and from their respective offices, and no Tenant shall place or allow to be placed in the hallways, corridors or stairways any waste paper, dust, garbage, refuse or anything whatsoever that shall tend to make them appear unclean, untidy or filthy.

2. The floors and windows of the building on the Property that reflect or admit light into passageways or common areas in the building or stairwells shall not be covered or obstructed by any of the Tenants and no awnings shall be put over any window; the water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, ashes or other substance shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employee the damage was caused.

3. If in contravention to a provision within the Lease, any sign, advertisement or notices shall be inscribed, painted, or affixed by the Tenant on or to any part of the building whatsoever, then the Landlord shall be at liberty to enter on the Premises and pull down and take away such sign, advertisement or notice, and the expense thereof shall be payable by the Tenant.

4. No machinery, equipment, or heavy merchandise liable to injure or destroy any part of the building shall be taken into it without the consent of the Landlord in writing, and the Landlord shall in all cases retain the power to limit the weight and indicate the place where such machinery, equipment or heavy merchandise is to stand and the cost of repairing any and all damage done to the building shall be paid for on demand by the Tenant who so causes it. No Tenant shall load for any floor beyond its reasonable weight carrying capacity as set forth in the municipal or other codes applicable to the building.

5. No animals except used as medical aids (e.g., Seeing Eye Dogs) and such as are cargo in transit shall be kept in or about the Premises.

6. If the Tenant desires telecommunications, internet or telephone service or other private signal connections, the Landlord reserves the right to direct the electricians or other workmen as to where and how the wires are to be introduced.

7. Tenants and their employees shall not make or commit any improper noise in the building or in any way interfere with or annoy other Tenants or those having business with them. The Landlord’s decision as to what constitutes improper noise, interference or annoyance shall be final and binding on the parties.

8. All Tenants must observe strict care not to allow their windows to remain open so as to admit rain or snow, or so as to interfere with the heating, air conditioning or ventilation of the building. The Tenants neglecting this rule will be responsible for any injury caused to the property of other Tenants or to the property of the Landlord because of such carelessness. The Tenant, when closing offices for business, day or evening, shall close all windows and lock all doors.
9. The Tenant shall give to the Landlord prompt written notice of any accident or any defect in the water pipes, gas pipes, heating apparatus or electric light or other wires in any part of the building.

10. No flammable oils or other inflammable, dangerous or explosive materials shall be kept or permitted to be kept in the Premises, except in the ordinary course of Tenant's business, and in accordance with all applicable laws and regulations and the Master Lease.

11. Nothing shall be placed on the outside of windows or projections of the Premises. No air conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.

12. All glass, locks and trimmings in or upon the doors or windows of the Premises shall be kept whole and whenever any part thereof shall become broken, the same shall be replaced or repaired by Tenant.

13. No Tenant or other person shall make door-to-door canvass of the building for the purpose of selling any products or services to the other Tenants without the written consent of the Landlord.

14. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment, may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenants, their employees or agents.

15. Tenant agrees not to place any additional locks upon any doors of the Premises and not to permit any duplicate keys to be made thereof; but to use only additional keys obtained from Landlord, at the expense of Tenant, and to surrender to Landlord on the termination of this Lease all keys of the Premises.

16. No bicycles or other vehicles shall be brought within the Premises or upon the Property, including any lane or courtyard, except in designated areas.

17. Tenants or occupants and their mandataries, agents and employees shall not take food into public or rented portions of the building unless such food is carried in covered receptacles.

18. No tenant, lessee, occupant or other person shall be permitted to sleep within the Premises; nor to do cooking or to operate any cooking apparatuses except in a portion of the Premises rented for that purpose.

19. Tenant shall not allow outside storage or the parking of inoperative vehicles or trailers or parts thereof on the Property.
11. **INSURANCE COVERAGES.** The Tenant agrees that it shall, at all times during the Term of this Lease, and at the Tenants sole cost and expense, purchase or cause to be purchased on its behalf, and maintain in full force and effect, the following minimum insurance coverage to insure against all claims that may arise in connection with the Tenants occupancy, maintenance or use of the Premises and Property:

A. Aviation Liability Insurance including Commercial General Liability or equivalent, with a minimum combined single limit of not less than:

1. two hundred million dollars ($200,000,000) per occurrence if Tenant operates aircrafts at the Airport (personal injury may be limited to twenty-five million dollars ($25,000,000) any one offence and in the annual aggregate); or

2. fifty million dollars ($50,000,000) per occurrence if Tenants operations include contact with aircrafts (personal injury may be limited to twenty-five million dollars ($25,000,000) any one offence and in the annual aggregate).

Coverage shall extend to the use of all license-plated and non-license-plated vehicles, motorized or non-motorized, on that portion of an airport known and defined herein as Airside. Insurance shall be placed with licensed aviation insurers and cover the following:

a. **Premises, Property, and Operations Liability** to cover legal liability for third-party bodily injury, personal injury, advertising injury, and property damage liability arising out of the use, occupancy or maintenance of any portion of the Premises or Property. Such coverage shall also include damage to premises rented to you and an exception to any pollution exclusion for damage or injury arising out of heat, smoke or fumes from a hostile fire, host liquor liability.

b. **Products and Completed Operations Legal Liability** to cover legal liability for the storage, sale and distribution of aviation products and services of all manner and description, including but not limited to the storage, sale and distribution of aviation fuel and oil, component parts, maintenance, repair and overhaul of airframes and aero engines.

c. **Hangarkeepers Legal Liability** to cover legal liability for all non-owned aircraft of all manner and description deemed to be in the care, custody, and control of the Tenant.

Airside is defined as that portion of an airport that is designated by the airport as an aircraft maneuvering or aircraft movement area, and which may be used for the parking or servicing of aircraft, the loading or unloading of air cargo, the enplaning or deplaning of aircraft passengers, or the transit of passengers or air cargo between the aircraft and airport buildings such as air terminal buildings, hangars, freight warehouses, or from non-airside areas. Airport areas covered include the apron, taxiways and runways, terminals and other buildings, past the perimeter fence, through the security gate, or as otherwise defined by the airport.

B. **Aircraft Hull and Liability Insurance** to cover the declared hull value of all aircraft owned, leased, hired, or operated by the Tenant in the event of physical loss or damage, including total loss, constructive total loss, or the agreed total loss of such aircraft hulls, as well as loss or damage to turbine or turbo-fan
engines due to catastrophic engine breakdown or ingestion of foreign objects; and liability for third party liability, including passenger legal liability, and property damage in an amount of not less than a combined single limit per aircraft calculated by taking the number of passenger seats times an amount of at least three million dollars ($3,000,000) per passenger seat, expressed as a combined single limit per aircraft, but in no event less than two hundred million dollars ($200,000,000).

C. Warehouse Operators Legal Liability or Cargo Legal Liability Insurance if applicable, to cover legal liability for loss or damage from the handling, transfer, or storage of cargo or freight of all manner and description deemed to be in the Tenants care, custody, and control, temporarily stored on loaded trailers or otherwise stored in/on the Premises, with limits sufficient to ensure the full value of the cargo or personal property, but in no event less than ten million dollars ($10,000,000) per occurrence.

D. Automobile Liability Insurance:

1. to cover legal liability for the ownership, maintenance and use of all owned, hired, or non-owned vehicles, for a combined single limit for bodily injury and property damage in an amount of not less than ten million dollars ($10,000,000) per accident. Policy shall contain the ISO Endorsement CA 99 48 (Pollution Liability Broadened Coverage For Covered Autos Business Auto, Motor Carrier And Truckers Coverage Forms).

2. In the event the Tenant does not own any automobiles, the Tenant shall maintain only hired and non-owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Automobile Coverage form, covering bodily injury and property damage caused by a vehicle that may be used in connection with the Tenant's business.

E. Workers Compensation coverage in an amount not less than statutory requirements.

F. Pollution Legal Liability Insurance to cover legal liability for environmental damage, including onsite and offsite third party property damage, personal injury, and bodily injury liability arising out of, but not limited to Tenants operations, including the leakage of fuel, oil, or other deleterious substances from any underground or above ground storage tanks owned or operated by the Tenant, or from vehicles owned, operated or serviced by Tenant or Tenants invitees, on to the leased Premises or any adjacent Premises whether such leak is sudden and accidental or occurs over time. Coverage is to include: defense costs, remediation/restore costs, transportation, fines and penalties, contractual liability sufficient to address the indemnification clauses in this Lease and non-owned disposal site liability for waste or materials deposited offsite. Such policy shall also insure pollution hazards from cargo on the Leased Premises and Property. Policy shall have minimum limits of not less than three million dollars ($3,000,000) per claim and five million dollars ($5,000,000) annual aggregate, and with an Extended Reporting Period equal to the applicable statute of repose, in any event not less than five (5) years.

G. Property Insurance Special Form Causes of Loss (aka All Risks Form) including the perils of Windstorm, Flood, Terrorism (coverage may be provided by TRIA coverage under the Property Insurance policy or by a separate Terrorism policy) and Earthquake in an amount not less than the full replacement cost
for all personal property of Tenant and shall cover Alterations or Tenant Improvements, and contents of all manner and description including furniture, fixtures, and equipment owned or non-owned, and considered to be in the care, custody, and control of the Tenant. Furthermore, this insurance shall cover not less than twelve (12) months of Business Interruption, including Extra Expense, and Rent payable to the Landlord in the event of partial or total physical loss or damage to the Premises. Tenant must maintain plate glass insurance coverage against breakage of plate glass in the Premises. Tenant may self-insure for plate glass.

H. Equipment Breakdown Insurance (aka Boiler and Machinery), if applicable, against loss or damage from an accident from Tenant installed or above building standard equipment installed for Tenants use in the Premises for full replacement cost and to cover loss or damage to the Premises owned, leased, or operated by the Tenant, or for which the Tenant is responsible to arrange appropriate insurance pursuant to this agreement.

I. Limits/Coverage: In order to meet the required minimum limits of the Liability Insurance, it is permissible for the Tenant to combine an umbrella liability policy with the primary liability policy, at the discretion of Tenant. The limits and type of insurance coverage required are minimums only and do not impose a limitation on the scope of the Indemnity (by the Tenant in favor of the Landlord), and nothing herein shall preclude the Tenant from obtaining higher limits and other forms of insurance as would be appropriate to the Tenants operational activities and risks of loss. If the Tenant maintains higher limits than the minimums required herein, the Landlord shall be entitled to coverage for the higher limits maintained by the Tenant. Any such insurance maintained by the Tenant with limits of liability in excess of the minimum limits of liability required to be maintained by the Tenant pursuant to this Lease shall be primary and non-contributing with any insurance which may be carried by or available to the Landlord.

12. INSURANCE REQUIREMENTS.

A. Extensions of Coverage. The insurance policies that the Tenant is required to purchase and maintain pursuant to this Lease shall include the following extensions of coverage:

1. Contractual Liability under the Auto and Aviation Liability Insurance policies. Such policies shall accept and insure the indemnification obligations of Tenant under this Lease but only to the extent of the coverage afforded by such policy.

2. Additional Insured Status: All policies of liability insurance (except Workers Compensation/Employers Liability, Automobile Liability and Cargo Legal Liability) and all renewals thereof shall be endorsed to name the Landlord and its asset manager, property manager as well as their respective owners, subsidiaries, affiliated entities, members, partners, officers, directors, shareholders, consultants, employees, servants, agents, representatives and designees, and any other parties designated by the Landlord (including government agencies or departments, any investment manager, lender, ground lessor or aviation authority as required) as an Additional Insured, with respect to liability arising out of Tenants operations, maintenance or use of the Premises or Property, as well as all liability for which Tenant indemnifies and holds Landlord harmless in accordance with the indemnification provision herein.

3. The required Aviation Liability policy shall provide cross liability coverage or a breach of warranty endorsement causing the policy to continue to protect the financial interest of the Landlord.
even when the insured breaches a condition, thereby voiding coverage. Any loss recoveries under this clause are payable only to the Landlord.

4. The above policies requiring additional insured status shall be primary to and will seek no contribution from all insurance available to Landlord and other Additional Insureds, with their insurance being excess, secondary and non-contributing. Said liability policies shall be endorsed to provide coverage as broad as GC 20 01 04 13, if policies are not issued on 1998 or later edition of standard ISO liability form.

5. Loss Payee Status: All policies of property and boiler and machinery insurance shall name the Landlord and any other parties with a financial interest in the Premises, as designated by the Landlord (including government agencies or departments, any investment manager, asset manager, property manager, ground lessor, aviation authority, or mortgagee) as a Loss Payee with respect to the financial interest of such parties in the Premises, and all improvements or betterments, if any, thereto.

6. Notice of Cancellation: Each policy of insurance shall be endorsed to provide that the policy cannot be cancelled with less than thirty (30) days prior written notice to the Landlord (ten [10] days for non-payment of premium and seven [7] days or less as is customary in respect of war and allied perils). Tenant shall be responsible to provide same thirty (30) days prior written notice to Landlord if its policies are not renewed or are reduced or materially changed below the scope of coverage or the limits required herein.

B. Deductibles: Tenant may purchase the above-required insurance policies with reasonable deductibles as it may elect; provided that losses not covered by reason of such deductibles shall be the sole responsibility of the Tenant.

C. Other Conditions of Insurance:

1. All policies of insurance required under this Section and all renewals thereof shall be issued by insurers approved to do business in the jurisdiction of the Leased Premises, and shall be rated A- VII or better by current edition of Bests Key Rating Guide. In the event such rating is not available, issuing insurers shall maintain equivalent financial strength and size.

2. The Tenant shall deliver or cause to be delivered to the Landlord, Certificates of Insurance, including copies of endorsements such as Additional Insured endorsements and Notice of Cancellation endorsements, to reflect and confirm all coverage required herein, at least ten (10) days before the Date of Beneficial Occupancy, and again during the term of the Lease, at least ten (10) days prior to the expiration of each policy of insurance required herein. If Tenant fails to provide the required certificate and endorsements within 30 days of lease execution or expiration of any required policy Landlord shall have the right, at its sole discretion, to assess a monthly penalty of Two Hundred Fifty Dollars ($250) until proof of coverage has been received. If the Tenant fails to insure or fails to furnish any such insurance certificate, the Landlord shall have the right to, but shall not be required to do so, arrange or cause to be arranged, insurance as required herein, and the Tenant shall be required to pay to the Landlord on written demand as Additional Rent, all insurance premiums paid by the Landlord.

3. Under no circumstances shall delivery to and inspection by Landlord of any certificates of insurance, or other proof of existence of the coverages, release the Tenant of its obligations to
maintain insurance in strict compliance with these provisions, relieve the Tenant from liability under this Lease or constitute a waiver in favor of the Tenant of any of Landlords rights.

4. The Landlord may, at any time but shall not be obliged to do so, amend the insurance coverage requirements herein due to a) changed circumstances or information not previously known to the Landlord, and which may pose a material risk or material change in risk; or b) as required by the Landlords lender. The Tenant shall, within thirty (30) days of notice from the Landlord, deliver or cause to be delivered to the Landlord, appropriate certificates of insurance to reflect and confirm that coverage has been arranged pursuant to the amendment of the insurance requirements by the Landlord.
1. REQUESTED MOTION/PURPOSE: Request Board award RFB 19-22TB, Temporary Employee Payrolling Services for Customer Service Ambassadors for LCPA to Noor Associates, Inc. and authorize Acting-Chair to execute the Agreement on behalf of the Board.

2. FUNDING SOURCE: General Operating Revenues collected during the normal operations of the SWFIA, Account WJ5422941200.503490

3. TERM: Three (3) years with two (2) optional one (1) year renewals.

4. WHAT ACTION ACCOMPLISHES: Establishes an annual agreement for onboarding and payroll services for Temporary Customer Service Ambassadors at Southwest Florida International Airport.

8. AGENDA:
   - CEREMONIAL/PUBLIC PRESENTATION
   - X CONSENT
   - ADMINISTRATIVE

9. REQUESTOR OF INFORMATION: (ALL REQUESTS)
   NAME: Gary Duncan
   DIV: Aviation

10. BACKGROUND:
    During the busiest periods of the year, LCPA may require up to forty temporary part-time customer service ambassadors to assist with providing TSA passenger screening checkpoint queue line management, terminal wayfinding, addressing passenger inquiries, assisting with international arrival duties in the Federal Inspection Facility, passenger cross-walk and curb safety/security monitoring, and other customer-centric duties associated with the safe and secure movement of RSW’s passengers and patrons.

    On July 17, 2019, the Lee County Port Authority advertised RFB 19-22TB, Temporary Employee Payrolling Services for customer service ambassadors for Lee County Port Authority. The Request for Bids was posted on the LCPA’s website, and sent to the Airports Council International – North America, the Airport Minority Advisory Council, and the Florida Airports Council.

    On August 8, 2019, the LCPA Purchasing Office received and opened five sealed bids. Staff reviewed all bids submitted and recommends the award go to Noor Associates, Inc., the lowest, most responsive and responsible bidder.

    LCPA will be responsible for recruiting, interviewing, selecting and training all temporary seasonal employees selected. The successful bidder will be responsible for on-boarding services by performing background, drug and I-9 screening for all referred applicants and for performing payroll data processing services. Services will be requested on an as-

11. RECOMMENDED APPROVAL

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
    - APPROVED
    - APPROVED as AMENDED
    - DENIED
    - OTHER

13. PORT AUTHORITY ACTION:
    - APPROVED
    - APPROVED as AMENDED
    - DENIED
    - DEFERRED to
    - OTHER
The annual agreement provides the Authority the ability to secure the services of Noor Associates, Inc. on an as needed basis. The term of the agreement is for three (3) years with two (2) additional one (1) year options. The first year estimated cost will be $200,000.00, inclusive of the $12.50 hourly rate the temporary seasonal employees will receive.

Attachments:
1 – Bid Tabulation of RFB 19-22TB
2 – Master RFB
3 – Noor Proposal
4 – Service Provider Agreement
# Bid Tabulation Sheet

RFB #19-22TB – Temporary Payrolling Services for Customer Service Ambassadors for LCPA  
August 8, 2019 @ 2:00 P.M.

| Firm Name Address Telephone | AETC, Inc.  
1453 E. Cleveland Ave East Point, GA 30344  
(404) 549-9248 | Alpha 1 Staffing  
3350 SW 148th Ave #110  
Miramar, FL 33027  
954-734-2744 | NOOR Associates Inc.  
622 Third Ave  
7th Floor  
New York, NY 10017  
717-540-6894 | Precision Staffing  
dba/ AP Recruiters  
301 Clematis St Suite 3000  
W. Palm Beach, FL 33401  
561-220-3227 | Premier Staffing  
Source, Inc.  
4640 Forbes Blvd Suite 200A  
Lanham, MD 20706  
(301) 306-0774 |
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) Original, one (1) Identical USB/Electronic copy</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
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<td>Form 1 – Bidder’s Certification</td>
<td>YES</td>
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<td>Form 2 – Official Bid Form</td>
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<td>YES</td>
<td>YES</td>
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<td>Form 3 – Lobbying Affidavit</td>
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<td>YES</td>
<td>YES</td>
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<td>Form 4 – Public Entity Crimes</td>
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<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
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<td>Form 5 – Bidder’s Scrutinized Companies Certification</td>
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<td>YES</td>
<td>YES</td>
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<tr>
<td>Form 6 – Local Vendor Preference Affidavit</td>
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<td>YES</td>
<td>YES</td>
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<td>Form 7 – References</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
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<td>Current State of Florida Licenses, Lee County Licenses/Certifications</td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
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<td>YES</td>
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<td>Current Insurance Certificate – Within 15 days of notification</td>
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<td>Customer Service Ambassadors Hourly Rate</td>
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<td>$12.50</td>
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<td>Markup Percent</td>
<td>50%</td>
<td>29%</td>
<td>19.5%</td>
<td>23%</td>
<td>31%</td>
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<td>Hourly Rate, X’s Markup Rate, Equals = BILLING RATE</td>
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<td>$16.12</td>
<td>$14.94</td>
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<td>Lowest Responsive Responsible Bidder</td>
<td>$14.94</td>
<td></td>
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</table>
REQUEST FOR BIDS (RFB)

No. 19-22TB

FOR

TEMPORARY EMPLOYEE PAYROLLING SERVICES FOR CUSTOMER SERVICE AMBASSADORS FOR LEE COUNTY PORT AUTHORITY

DATED: July 16, 2019

PURCHASING OFFICE
Melissa M. Wendel, CPPO, Purchasing Manager
Terri L. Bortz, Purchasing Agent

TELEPHONE: (239) 590-4554
FAX NUMBER: (239) 590-4539

SUBMITTALS DUE: THURSDAY, AUGUST 01, 2019
TIME: 2:00 P.M., LOCAL TIME
PART A – GENERAL INFORMATION AND CONDITIONS

DOCUMENT NO: #19-22TB

BID OPENING: MONDAY, AUGUST 26, 2019, AT 2:00 P.M., CONFERENCE ROOM, THIRD (3RD) FLOOR, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FL 33913

NOTICE IS HEREBY given that sealed bids will be received by the LEE COUNTY PORT AUTHORITY, sometimes referred to hereafter as "Port Authority," "Authority," or "Owner." Opening of the bids will occur immediately thereafter in a Conference Room on the third (3rd) Floor. The Lee County Port Authority reserves the right to extend the time and date of the Bid Opening in its sole discretion, when deemed to be in the best interest of the Authority.

1. INSTRUCTIONS TO BIDDERS

1.1 DELIVERY OF BIDS

1.1.1. The delivery of the bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the bidder. The deadline for delivery of all bids is 2:00 p.m., local time, Thursday, August 01, 2019. One (1) original and one (1) electronic copy of the bid in PDF format as a single file on a USB flash/travel drive shall be delivered. In case of discrepancy between the original hard copy and the USB flash/travel drive, the original will govern. All bids must be sealed and marked: RFB #19-22TB Temporary Employee Payrolling Services for Customer Service Ambassadors for Lee County Port Authority. All bids must be delivered to the LEE COUNTY PORT AUTHORITY, PURCHASING OFFICE, THIRD (3RD) FLOOR, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913-8899.

1.1.2. Electronically submitted or faxed bids will not be considered.

1.1.3. The delivery of said bid to Lee County Port Authority (LCPA) - Purchasing Office prior to the time stated in the previous section is solely and strictly the responsibility of the bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed. Any bid received after the bid opening time will not be considered.

1.2 INQUIRIES/RESULTS

1.2.1. The Authority will not respond to oral inquiries concerning this RFB. Bidders may submit written, faxed, or email inquiries regarding this RFB addressed to the Lee County Port Authority, Attn: Terri L. Bortz, Purchasing Agent, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, via fax: (239) 590-4539, or email: tlbortz@flylcpa.com. The Authority may choose not to respond to written or faxed or email inquiries received after 2:00 p.m., local time on Tuesday, July 23, 2019.

1.2.2. The Authority utilizes Public Purchase to distribute information/specifications/addenda/results. Interested Bidders may register to receive this information free of charge by registering with Public Purchase (electronic link) or contacting Public Purchase Vendor Support at (801) 932-7000 or accessing the electronic link available from the Authority website www.flylcpa.com or by calling the Purchasing Office at (239) 590-4556. It shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating them into their bid. All results concerning this Request for Bids will be posted via Public Purchase or may be obtained by contacting the Purchasing Office.
1.3 COST OF PREPARATION
The cost of preparing a bid in response to this RFB shall be borne entirely by the bidder.

2. AMERICANS WITH DISABILITIES ACT NOTICE
The Authority will not discriminate against individuals with disabilities. Any person needing special accommodations to attend the public bid opening should contact Terri L. Bortz, Purchasing Agent, tblortz@flylcpa.com Purchasing Office, telephone 239-590-4554, fax (239) 590-4539 at least seven (7) days before the bid opening.

3. NONDISCRIMINATION CLAUSE
3.1. 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 Vendor/Contractor/Consultant must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity”, and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

3.2. The vendor/contractor/consultant 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.

4. GENERAL CIVIL RIGHTS CLAUSE
4.1. The bidder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

4.2. This provision binds the successful bidder 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.

5. SUBMITTAL OF BIDS
5.1. Submitted bids shall not be valid unless: sealed in an envelope marked "Sealed Bid", identified by the name and address of the firm bidding, project name, bid number, and the date and time of bid opening. Bids are to be accompanied by one (1) original and one (1) identical electronic copy in PDF format as a single file on a USB flash/travel drive consisting of the following:

Form 1  Bidder’s Certification
Form 2  Official Bid Form
Form 3  Lobbying Affidavit
Form 4  Public Entity Crimes Form
Form 5  Scrutinized Companies Certification
Form 6  Local Vendor Preference Affidavit
Form 7  References

5.2. All bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to perform the duties required in this bid.
5.3. Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida business entity in good standing or is a foreign corporation or other business entity which has registered and is authorized to do business in the State of Florida.

5.4. The Authority shall not be responsible for any cost incurred by any bidder in the preparation of these bid documents or bid.

5.5. All blanks on the bid must be completed in ink or by typewriter.

5.6. Where bid documents have erasures or corrections, such erasures or corrections must be initialed in ink by the bidder.

5.7. In the case of unit price contracts, if an error occurs in the extension of an item, the unit price in words as shown in the bid documents will govern.

5.8. The Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of this contract.

5.9. The Authority may cancel the contract upon giving thirty (30) days written notice to the bidder at its discretion.

5.10. Information and materials received by the Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07(3) (b) Florida Statutes (2005). If the bidder believes any of the information contained in his or her response is exempt from the public records law, then the bidder must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The Authority’s determination of whether an exemption applies shall be final.

5.11. All bidders are notified and acknowledge by submitting a response to this Request for Bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply to this project. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.

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

6. EXAMINATION OF SPECIFICATIONS

Each bidder is required, before submitting a bid, to be thoroughly familiar with the specifications contained herein. No additional allowances will be made because of lack of knowledge of these specifications. Bidders shall fill in all information requested on the bid form.

7. DISQUALIFICATION

7.1. CONSIDERATION OF QUALIFICATIONS
7.1.1. The Authority reserves the right to reject, at its sole discretion, before or after opening, any bids that are determined to be nonresponsive or 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 carry out the obligations as required in this Request for Bids.
7.1.2. The Authority, at its sole discretion, reserves the right to waive irregularities and technicalities and to request additional information and documentation from any bidder and may consider any bid informal that is not prepared and submitted in strict accordance with the provisions of this Request for Bids.

7.1.3. The Authority also reserves the right to reject all bids in response to the Request for Bids, in its sole discretion.

7.2. AUTOMATIC DISQUALIFICATION

7.2.1. A Bidder shall be disqualified from consideration for award of an agreement pursuant to this Request for Bid for any of the following reasons:

- Failure to submit bidder’s certification with bid submittal.
- 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.
- Being on the Convicted Vendors List.
- Being on any 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.

7.2.2. The Authority, at its sole discretion, may request clarification or additional information to determine a bidder’s responsiveness.

8. SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

8.1. 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 bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

9. LOCAL VENDOR PREFERENCE

9.1. It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised that the Board of Port Commissioners encourages award of contracts to local vendors, firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.
9.2. 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.

10. **INSURANCE**

10.1. 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 firm’s ability to obtain the insurance coverage as stated herein, should be submitted with the bid.

10.2. Each bidder shall provide evidence of its ability to furnish the minimum insurance coverage either under existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority: 1) Professional Liability $1,000,000; 2) Automobile Liability $1,000,000; 3) Commercial General Liability $1,000,000; and 4) Workers’ Compensation in accordance with Florida law. The insurance provided will include coverage for all parties employed by the bidder. At the discretion of the Authority, all insurance limits may be reevaluated at any time during the term of the agreement.

10.3. An insurance certificate on an approved form is required from the successful bidder in the amounts stated above. The form must be properly executed and submitted to the Authority within fifteen (15) days from issuance of the notice of the intent to award the agreement. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory; a waiver of subrogation in favor of the Authority will also be required.

The Lee County Port Authority must be named as an additional insured on the professional liability, automobile liability, and commercial general liability policies. The certificate holder shall be Lee County Port Authority, Attn: Risk Management (riskmanagement@flylcpa.com), 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913.

11. **RIGHT TO PROTEST**

11.1. Any bidder affected adversely by an intended decision with respect to the award of any bid shall file with the Purchasing Office for the Lee County Port Authority a written notice of intent to file a protest 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. In those instances where the bidder with the lowest price is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, or designee, not later than four o’clock (4:00) p.m., on the second working day following the day of receipt of notice of the intended decision.

11.2. The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

11.3. The formal, written protest must be filed within five (5) Authority workdays after the date of filing of the initial notice of intent to file protest.

11.4. Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913, telephone (239) 590-4554.
11.5. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by Lee County Port Authority shall constitute a waiver of your protest and resulting claims.

12. **PAYMENT**

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

13. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**

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

14. **COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS**

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

15. **ESTIMATED QUANTITIES**

Quantities provided are for bidding purposes only. Actual purchase of the items or authorization to perform the services described in this Request for Bids is neither guaranteed nor implied. All items listed for purchase or services authorized are on “as-needed” and/or “as funds permit” basis and the Authority may order all, or none, of the items described or the services listed.

16. **NONEXCLUSIVITY OF AGREEMENT**

The selected bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Lee County Port Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Lee County Port Authority.

17. **WITHDRAWAL OR REVISION OF BIDS**

A bidder may withdraw or revise a bid (by withdrawal of one bid and submission of another) provided that the bidder's request for withdrawal is received by the Authority in writing before the time specified for opening bids. Revised bids must be received prior to the date and time of the bid opening at the place specified.

18. **PUBLIC OPENING OF BIDS**

Bids shall be opened, and read publicly at the time and place specified in the advertisement or request for bids. The Authority reserves the right to extend this date and time at Authority's sole discretion. Bidders, their authorized agents and other interested persons are invited to attend the bid opening. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids shall be returned to the bidder unopened.

19. **REJECTION OF BIDS**

The Authority, in its sole discretion, reserves the right to reject any or all bids; accept or reject any or all alternates; waive technicalities, if such waiver, in the sole judgment of the Authority, is in the best interest of the Authority and conforms to applicable state and local laws or regulations pertaining to the letting of contracts; or advertise for new bids; to make inquiries and request clarifications of any bid; or proceed with the work otherwise. All such actions shall promote the best interest of the Authority.
20. **AWARD OF CONTRACT**

20.1. After consideration and evaluation of all bids received, a Notice of Intent to Award may be made to the lowest, responsible bidder(s) whose bid(s) is responsive to the Request for Bids and whose qualifications indicate that the award will be in the best interest of the Authority, in the Authority’s sole judgment.

20.2. The Authority reserves the right to award to one or multiple vendors and may additionally choose to assign a status of Primary and Secondary vendor as applicable. When a Primary/Secondary award is assigned, the Primary vendor will be the Authority’s first contact for the assignment of any work required under the Service Provider Agreement. If the Primary is unable to fulfill the Authority’s needs or meet the timeline required the Secondary would be the next order of contact, as applicable. Additionally, the vendor selection order may be changed at any time during the term of the Service Provider Agreement as a result of deficient or non-compliant performance.

20.3. Until the Authority’s final execution and delivery 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 when the best interests of the Authority will be promoted. The Authority reserves the right to cancel the award without incurring liability to the bidder (except Authority’s return of bid bond if appropriate) at any time before an agreement has been fully executed by all parties and is approved by the Authority.

20.4. 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 services in accord with the agreement and to the satisfaction of the Authority and within the time prescribed.

20.5. After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Authority Board of Port Commissioners for approval.

21. **EXECUTION OF THE CONTRACT**

21.1. After the notice of intent to award is posted, the intended bidder(s) shall execute and return the service provider agreement within ten (10) calendar days from the date of the notice of intent. The successful bidder shall be expected to execute the draft agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids. Failure of the successful bidder to execute the agreement within the ten (10) calendar days from the date of the notice of intent to award shall be just cause for cancellation of the award and forfeiture of the bid bond.

21.2. Upon receipt of the agreement executed by the successful bidder, the Authority shall complete the execution of the agreement in accordance with local laws or ordinances, and return one fully executed original agreement to the bidder. Delivery of the fully executed agreement to the bidder shall constitute the Authority’s approval to be bound by the successful bidder's bid and the terms of the agreement.

21.3. The Authority also reserves the right during the term of the service provider agreement to terminate the agreement as to any single vendor and award the contract to the next ranking compliant bid if it is in the best interest of the Authority.

21.4. The Vendor shall not assign, transfer or subcontract any portion of this agreement unless prior permission is granted in writing by an authorized Port Authority representative.
PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

All bidders are asked to carefully review the bid documents to become familiar with what is required and to review all forms.

1. **HOLD HARMLESS AND INDEMNIFICATION**: Bidder agrees by the signing of this document by an authorized party or agent to indemnify, hold harmless and defend Authority and Lee County, Florida and their respective commissioners, officers, agents, and anyone directly or indirectly employed by either of them, from and against any and all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to court costs and reasonable attorney’s fees, that may be made or brought at any time in the future by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, due to any negligence, wrongful conduct, or intentional act or omission, or based on any act of fraud or defalcation of the bidder and persons employed or utilized by the bidder in the performance of any contract awarded under this Request for Bids.

2. **TERM**: The initial term of the service provider agreement will be for three (3) years with an option reserved to the Authority to extend the term of the agreement for two (2) additional one-year (1) periods by notifying the Provider of its intent to extend the term of the agreement in writing at least ninety (90) days in advance of the expiration date of the initial term or any extension term. Extension of the agreement for either renewal period will be upon the same terms and conditions, including prices, and shall be at the sole discretion of the Authority.

3. **METHOD OF AWARD**: The award shall be made to the lowest, responsive, and responsible bidder, meeting all requirements of the Authority’s Request for Bids. The low bid will be determined based on bidders’ mark up and billing rate. In case of mathematical discrepancy, the bidder’s percentage for mark-up will be multiplied by the hourly rate of $12.50 to obtain the billing rate.

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PART C - PROJECT INFORMATION AND REQUIREMENTS

SCOPE OF SERVICES

A. PURPOSE:
The Lee County Port Authority (hereafter Authority) is soliciting professional Temporary Employee Payrolling Services to be provided for approximately 15 to 40 part-time customer service ambassadors on a seasonal basis. The customer service ambassadors shall be responsible to assist with facilitating the security checkpoint passenger screening process and providing customer service for international arrivals at the Southwest Florida International Airport. There is no mandated Paid Time Off or supplemental benefits associated with part-time customer service ambassador positions.

Services required by this Request for Bids are intended to expedite the hiring process and allow the Authority more flexibility with a temporary workforce. There will be approximately 15 to 20 persons hired initially. The number of hires could increase during prime season (end of December through the beginning of May) up to a total of 40 people. It is anticipated that the number of employees may fluctuate based on turnover.

B. MINIMUM QUALIFICATIONS:
Bidders must be registered with the State of Florida, Division of Corporations, to do business in the state of Florida. Bidders must have been in continuous operation for a minimum of two years prior to the date the bid is submitted.

C. PROJECT INFORMATION AND REQUIREMENTS:
Employees will be recruited and selected for hire by the Authority to furnish various airport customer support and processing services. Responsibilities will include, but are not limited to, security checkpoint queuing and line management, passenger diverting and way-finding assistance, stanchion maintenance, security checkpoint passenger preparation, passenger automated passport control kiosk assistance, and related customer service tasks as may be assigned by the Authority. Work will be performed at the airport security checkpoints, federal inspection station, and related passenger screening and processing areas at the Southwest Florida International Airport.

The successful bidder must be available to engage with employees and explain any payroll issues or concerns at all times. The successful bidder must provide the following services in accordance with applicable protocols, procedures, and industry standards to meet the Authority’s goals and objectives, which include, but are not necessarily limited to, the following:

1. ON-BOARD PROCESSING
   a. Enrollment of all individuals referred to the successful bidder by the Authority. The full process should take no more than five (5) business days.
   b. Conduct drug testing which includes a minimum of five panels for each referred applicant.
   c. Conduct a criminal background investigation for each referred applicant for the last seven (7) years of all criminal, misdemeanor, high and low courts in all provided counties of residence provided by the applicant.
   d. Perform I-9 verification for each referred applicant.
   e. Conduct E-Verify screening through the Department of Homeland Security’s E-Verify System for each referred applicant.

2. PRICING
   a. Successful bidder must bid a billing rate; the billing rate will be the product of the hourly rate ($12.50) for all applicants multiplied by the bidders’ proposed percentage mark-up.
b. Under a separate invoice, the successful bidder will also be required to submit the total cost of all drug testing and all background investigations performed for the preceding month to the Authority. The invoice submitted by the successful bidder shall contain, or have attached as supporting documentation, the following: 1) an itemization identifying all applicants that have received drug testing and have had background investigations performed. 2) a copy of the invoice from both the drug testing and the background screening providers. The Authority will reimburse the successful bidder the amount of the drug screening provider invoice and the background screening invoice at cost and without mark-up.

c. Mark-up rates shall be inclusive of all costs to provide the services described herein.

d. The successful bidder shall furnish an invoice for services rendered over the prior month by the tenth (10th) day of the month following the month such services were furnished and performed. The successful bidder’s invoice shall be supported by a bi-weekly summary of hours worked report along with payroll documentation.

3. **PAYROLL DATA PROCESSING**
   a. Receive time and attendance information from the Authority in any of the following file formats: Paychex Flex, Paychex Review, SurePayroll, Paylocity, ADP Workforce Now or CSV.
   b. Transmit collected payroll data to the successful bidder’s payroll service.
   c. Successful bidder shall designate sufficient resources to ensure payroll services are seamless, accurate, and processed timely on a weekly basis.
   d. Direct Deposit required.

4. **REPORTING REQUIREMENTS**
   a. Prepare payroll reports and provide same to the Authority on a monthly basis.
   b. Prepare, in a timely manner, all year-end payroll/tax processing reports.
   c. Remit all payroll taxes to federal and state agencies on bi-weekly basis.
   d. Provide results of drug testing within 48 hours of receipt, and prior to starting any potential employee.
   e. Provide pass and fail results of national criminal background screenings within 48 hours of receipt, and prior to starting any potential employee.

5. **TIMEFRAMES**
   a. Work and cooperate with the Authority to ensure on-boarding process coincides with the timeframes established by the Authority.
   b. Successful bidder must be able to start new employees on payroll on any day of the week.

6. **CLAIMS**
   a. Process and manage any workers compensation claims to resolution.
   b. Manage any unemployment compensation claims to resolution.

7. **TRANSITIONING**
   a. The Authority anticipates the transition of approximately five (5) - fifteen (15) existing customer service ambassadors in the event of a service provider change.
   b. The Authority will provide the successful bidder with a list of existing customer service ambassadors approved to transition.
c. The successful bidder shall be required to organize a transition event to accommodate the enrollment and processing, including I-9 verification, of all approved existing customer service ambassadors. The event shall occur on site at the Southwest Florida International Airport and must be coordinated with the Authority.

d. Existing customer service ambassadors approved by the Authority to transition will not be required to repeat the background check or drug screen requirement.

e. All transitioning activities must be complete within five (5) business days from receipt of the Authority approved list of individuals cleared to transition.

D. RESPONSIBILITIES OF THE AUTHORITY
The Authority shall perform the following tasks:

a. Recruit, interview, select and train all potential employees.

b. Manage the work schedule of the selected employees.

c. Provide supervision and oversight of performance of the selected employees.

d. Provide a bi-weekly summary of hours worked to the successful bidder.

e. Approve all hours to be paid.

f. Reimburse the actual costs of the drug screening and the background screening.

g. Exercise its option to convert employees to the Authority payroll at any time.

E. CONFIDENTIAL SECURITY PROGRAMS
The successful bidder shall acknowledge that the Southwest Florida International Airport Security Plan and other critical operational and security initiatives and materials are confidential and exempt from disclosure as public records under Section 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, and agents to comply with the provisions of this paragraph.

F. NON-EXCLUSIVE AGREEMENT/ADDITIONAL SERVICES
The successful bidder agrees and understands that any agreement resulting from award of this RFB shall not be construed as an exclusive arrangement and further agrees that the Authority may, at any time, secure similar or identical services from another provider at its sole option. While the agreement covers specific services, the Authority may require similar services for other functions at the Southwest Florida International Airport. If requested, the successful bidder agrees to furnish such services, and shall provide the Authority with prices on such additional items and services based on a formula or method which is the same or similar to that used in establishing the pricing in this Request for Bid. If the pricing offered is not acceptable to the Authority, the Authority reserves the right to negotiate reasonable pricing with the successful bidder; or, if a suitable agreement is not reached, to procure such items and/or services from other provider(s); or, to cancel the agreement as provided for herein.

Successful bidder acknowledges and understands that it shall allow employees to transition to the Authority payroll at any time as deemed necessary by the Authority.

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

H. DISCLOSURE
Pursuant to Florida Statute 119.0701, to the extent successful bidder is performing services on behalf of the Authority, successful bidder must:

a. Keep and maintain public records required by the public agency to perform the service recognizing that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes. Successful bidder agrees, prior to providing services, it will implement policies and procedures, which are subject to Authority approval, 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.

b. Upon request from the Authority’s custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

I. COMPLIANCE WITH LAWS
The successful bidder is presumed to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of services related to the agreement, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary and applicable licenses, certifications, and permits.
PART E – FORMS Note: These forms must be submitted with the Bidder's Bid submittal.

FORM 1 - BIDDER'S CERTIFICATION

I have carefully examined this Request for Bids (RFB) including scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # __________ Date: __________ Addendum # __________ Date: __________ 
Addendum # __________ Date: __________ Addendum # __________ Date: __________ 

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flykpa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

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

NAME OF BUSINESS ____________________________ MAILING ADDRESS ____________________________

AUTHORIZED SIGNATURE ____________________________ CITY, STATE & ZIP CODE ____________________________

NAME, TITLE, TYPED ____________________________ TELEPHONE NUMBER / FAX NUMBER ____________________________

FEDERAL IDENTIFICATION # ____________________________ EMAIL ADDRESS ____________________________

State of: ____________________________

County of: ____________________________

This foregoing instrument was acknowledged before me this ____________________________ day of ____________________________, 20___, by ____________________________, who is personally known to me or produced ____________________________ as identification.

Signature of Notary ____________________________ Serial/Commission No. ____________________________
FORM 2 - OFFICIAL BID FORM

BID NO. RFB #19-22TB  BIDDER'S NAME: ________________________________

DATE: AUGUST 1, 2019
TIME: 2:00 P.M. LOCAL TIME

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

Ladies/Gentlemen:

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having carefully examined the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

TEMPORARY EMPLOYEE PAYROLLING SERVICES FOR  
CUSTOMER SERVICE AMBASSADORS FOR LEE COUNTY PORT AUTHORITY

in full accordance with the specifications prepared in accordance with the Authority Bids, 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 total bid price awarded, which is based on the following bid schedule:

<table>
<thead>
<tr>
<th>Customer Service Ambassadors</th>
<th>$12.50 /hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twelve dollars and 50/100 – per hour</td>
<td>(written)</td>
</tr>
<tr>
<td>Times (X’s) Mark-up Rate</td>
<td>% /percent</td>
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<td>(written)</td>
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<tr>
<td>Equals (=) Billing Rate</td>
<td>$ /hour</td>
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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 Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

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

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS
FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

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

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

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

BIDDER'S NAME: ________________________________
FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

BIDDER’S CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

__________________________________________________
[Signature]

Notary Public
State of __________________
County of _________________

Sworn to and subscribed before me this _________ day of _____________________, 20________, by ____________________________________________ who produced the following as identification ________________________________ (Type of identification) or is personally known to me. My Commission Expires________________.

[stamp or seal]

[Signature of Notary Public]

_____________________________
[Typed or printed name]
FORM 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:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

☐ Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26, and 17-16.
FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

_______________________________________
Printed Name

_______________________________________
Title

_______________________________________
Signature

Notary Public – State of ______________________
County of ______________________________
Sworn to and subscribed before me this ______ day of _______________, 20 _____________
Personally known ________________________ or produced identification ____________________.
My Commission Expires ___________________
(Type of identification) ___________________

________________________________________
Printed, typed or stamped commissioned name of Notary Public
References

Bidders are required to provide this reference request form to a minimum of three companies with whom they have recently completed a similar project. **DO NOT use current Lee County Port Authority employees as references.**

References **ARE NOT to be submitted with Bidder’s RFB package**; the company providing the reference will return this form by email directly to the Purchasing Agent listed on the form.

It is the Bidder’s responsibility to confirm directly with the requested references that their required forms have been submitted. **DO NOT contact the Authority directly to request if references have been submitted.**

1) Bidder to complete:
   a) Section 1 – Reference Respondent information;
   b) Section 2 – Your Firm Name and Project Name

2) Referencing Company to complete Section 3; complete reference check form, additional pages may be used if needed and submit form **DIRECTLY to Lee County Port Authority Purchasing Agent’s email listed on form or faxed.** References should not be returned by the vendor/bidder.

   A minimum of three (3) reference responses are required.

Failure to have references submitted directly to Lee County Port Authority Purchasing Agent’s email or faxed, on or before the due date noted on the Reference Check form, may cause your firm to be considered nonresponsive.
**FORM 7: REFERENCES**

**RFB 19-22TB TEMPORARY EMPLOYEE PAYROLLING SERVICES FOR CUSTOMER SERVICE AMBASSADORS FOR LEE COUNTY PORT AUTHORITY**

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td></td>
<td>Purchasing Agent: Terri L. Bortz</td>
</tr>
<tr>
<td>Company:</td>
<td></td>
<td>Due Date: August 1, 2019 @ 2:00 pm local time</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone: 239-590-4554 Fax: 239-590-4539</td>
</tr>
</tbody>
</table>

**Section 2**

**Firm Name:**

**Project Name:**

You or your company have been given as a reference on the project identified above. Please provide responses in section 3:

<table>
<thead>
<tr>
<th>Section 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. How long have you done business with this company?</td>
</tr>
</tbody>
</table>

| 2. What type(s) of business have you done with this company? |

| 3. What is your overall impression of this company’s qualifications? |

<table>
<thead>
<tr>
<th>E (Excellent)</th>
<th>G (Good)</th>
<th>S (Satisfactory)</th>
<th>NS (Not Satisfactory)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. How would you rate the Company’s overall service quality?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>5. How would you rate their supervisors and staffing?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>6. How would you rate their communication?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>7. How would you rate their preventative maintenance program?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>8. How would you rate their responsiveness?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>9. How would you rate their invoicing and reporting process?</td>
<td>E</td>
<td>G</td>
<td>S</td>
</tr>
<tr>
<td>10. WOULD YOU USE THIS COMPANY AGAIN?</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>11. Do you have any additional comments regarding the quality of the services his company has furnished and performed at your facility?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Page 22 of 23
**Sealed Bid Label**

**CUT ALONG THE OUTER BORDER AND AFFIX THIS LABEL TO YOUR SEALED SOLICITATION SUBMISSION TO IDENTIFY IT AS A “SEALED BID”**

<table>
<thead>
<tr>
<th>SOLICITATION NO.:</th>
<th>RFB 19-22TB</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOLICITATION TITLE:</td>
<td>TEMPORARY EMPLOYEE PAYROLLING SERVICES FOR CUSTOMER SERVICES AMBASSADORS FOR LEE COUNTY PORT AUTHORITY</td>
</tr>
<tr>
<td>DUE DATE:</td>
<td>AUGUST 1, 2019</td>
</tr>
<tr>
<td>TIME DUE:</td>
<td>PRIOR TO: 2:00 PM, LOCAL TIME</td>
</tr>
<tr>
<td>SUBMITTED BY:</td>
<td>(Name of Company)</td>
</tr>
</tbody>
</table>

**DELIVER TO:**
Lee County Port Authority
Purchasing Office – Terri L. Bortz
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

*Note: Submittals received after the time and date above will not be accepted.*

**PLEASE PRINT CLEARLY**
LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

TEMPORARY EMPLOYEE PAYROLLING SERVICES

FOR CUSTOMER SERVICE AMBASSADORS

FOR LEE COUNTY PORT AUTHORITY

RFB 19-22TB

THIS SERVICE PROVIDER AGREEMENT is entered this ___ day of _______, 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 __________________________, a ________________ corporation, authorized to do business in the State of Florida, ("PROVIDER"), at __________________________, Federal Identification Number __________________________.

WITNESSETH

WHEREAS, the Authority desires to seek payroll administration services for temporary, part-time employees at the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

WHEREAS, the Provider has reviewed the Scope of Services required under this Agreement and has submitted a bid agreeing to provide payroll services for temporary employees as requested, 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; and

WHEREAS, the Provider has been selected to provide payroll administration services as described below as the result of a competitive selection process by Authority and in accord with any applicable Florida Statutes and the Authority’s Purchasing Policy, as approved by the Authority’s Board of Port Commissioners.

Draft for Discussion Purposes Only
Port Authority Attorney’s Office
July 16, 2019

- 1 -
NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:

1.0   RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0   SCOPE OF SERVICES

Provider hereby agrees to provide payroll administration services for the temporary employees as set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0   REQUEST FOR BIDS AND PROVIDER'S BIDS - INCORPORATION BY REFERENCE

The terms of the Request for Bids, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0   TERM OF AGREEMENT

The term of this Agreement begins on the first date written above and will continue for three (3) years. The Authority will have the option to extend the term of this Agreement, upon consent of the Provider and upon the same terms and conditions, including prices, for two (2) additional one (1) year terms. Authority may exercise each option by giving Provider notice of its intent to renew at least ninety (90) days prior to expiration of the initial term or any extension term. On receipt of notice to renew, Provider will have fifteen (15) days to accept or reject the extension term.

5.0   LICENSES

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

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Port Authority Attorney’s Office
July 16, 2019
6.0 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

7.0 STANDARDS OF SERVICE

Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice applicable to firms providing similar payrolling services.

8.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from the Provider's services or provision of goods under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 The Authority shall pay the Provider for all authorized services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement and based upon Provider's monthly invoice.

9.2 METHOD OF PAYMENT

(a) MONTHLY STATEMENTS - The Provider will be entitled to submit one invoice to the Authority for each calendar month. The monthly invoice shall cover services rendered and completed during the preceding calendar month. The Provider must submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Failure by the Provider to follow these instructions will result in an unavoidable delay of payment by the Authority.
(b) **PAYMENT SCHEDULE** - The Authority will issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. If the Authority objects or takes exception to the amount of any invoice, the Authority will notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.0 **FAILURE TO PERFORM**

If Provider fails to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

11.0 **AUTHORITY’S REPRESENTATIVE**

The Operations Director, Al Gulamali, shall administer this Agreement for Authority.

12.0 **PUBLIC RECORDS**

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

1. **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

2. **Building Plans** - Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

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Port Authority Attorney’s Office
July 16, 2019

- 4 -
(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority’s prior written consent, or unless incidental to the proper performance of Provider’s obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

### 13.0 PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Provider is “acting on behalf” of Authority in providing services under this Agreement, Provider specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

13.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

13.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

13.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must

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Port Authority Attorney’s Office
July 16, 2019
be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLIC RECORDS@FLYLCPA.COM, HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS.

14.0 NON-EXCLUSIVE AGREEMENT/ADDITIONAL SERVICES

The Provider agrees and understands that this Agreement shall not be construed as an exclusive arrangement and further agrees that the Authority may, at any time, secure similar or identical services from another provider at its sole option. If requested, the Provider agrees to furnish similar services, and shall provide the Authority with prices on such additional items and services based on a formula or method which is the same or similar to that used in establishing the pricing in Provider's Bid. If the pricing offered is not acceptable to the Authority, Authority reserves the right to negotiate reasonable pricing with Provider; or, if a suitable agreement is not reached, to procure such items and/or services from other vendor(s); or, to cancel the Agreement as provided for herein.

15.0 COMPLIANCE WITH LAWS

The Provider is presumed to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services related to the Agreement, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary and applicable licenses, certifications, and permits.

16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider's performance of services and work under this Agreement.
17.0 **PROVIDER AN INDEPENDENT CONTRACTOR**

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

18.0 **INSURANCE**

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority’s Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies’ coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider’s insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

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Port Authority Attorney’s Office
July 16, 2019
18.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.2, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.

18.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

18.2.1. **Commercial General Liability Insurance** shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products Liability Coverage shall not be less than:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or non renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

18.2.2. **Worker's Compensation and Employers Liability Insurance** shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Florida Statutory Requirements</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Accident</td>
<td></td>
</tr>
</tbody>
</table>

The insurance company shall waive its Rights of Subrogation against Authority.

18.2.3. **Certificates of Insurance** - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority’s Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for

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Port Authority Attorney’s Office
July 16, 2019
Authority’s review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

18.2.4. Failure to Maintain Insurance - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

19.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

A. Contracting to provide goods or services to a public entity.
B. Submitting a bid on a contract for construction or repair of a public building or public work.
C. Submitting bids on leases of real property to a public entity.
D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of $35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

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Port Authority Attorney’s Office
July 16, 2019
Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the Provider.

22.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

23.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action shall be entitled to recover their reasonable attorneys' fees and court costs.

24.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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Port Authority Attorney’s Office
July 16, 2019
25.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

26.0 COVENANTS AGAINST DISCRIMINATION

26.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

26.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each 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.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

27.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

28.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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Port Authority Attorney's Office
July 16, 2019
29.0  E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

29.1. All persons employed by Provider during the term of this Agreement
29.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services 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.

30.0  NOTICES AND ADDRESS

30.1  All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director


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Port Authority Attorney’s Office
July 16, 2019
30.2 **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.

31.0 **TERMINATION**

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

32.0 **TERMINATION UNDER SECTION 287.135, F.S.**

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

33.0 **WAIVER OF BREACH**

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

34.0 **SECURING AGREEMENT DISCLOSURE**

The Provider warrants that it has not employed or retained any company or person, other that a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

35.0 **HEADINGS**

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

36.0 **ENTIRE AGREEMENT**

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

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Port Authority Attorney’s Office
July 16, 2019
37.0 AMENDMENTS OR MODIFICATIONS

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

38.0 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.

Signed, Sealed and Delivered in the presence of:

________________________________________________________________________

Provider

By: __________________________________________

Title: _______________________________________

Date: ____________________________

________________________________________________________________________

(Witness)

________________________________________________________________________

(Witness)

(CORPORATE SEAL)

ATTEST:
LINDA DOGGETT, CLERK OF COURT

Authority: LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida

By: __________________________________________

Deputy Clerk

By: __________________________________________

Chair or Vice Chair

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Port Authority Attorney’s Office
July 16, 2019

- 15 -
Approved as to Form for the Reliance of Lee County Port Authority Only:

By: __________________________
    Office of the Port Authority Attorney
EXHIBIT “A”

SCOPE OF SERVICES

A. Purpose

Authority seeks professional Temporary Employee Payrolling Services to be provided for approximately 15 to 40 part-time customer service ambassadors on a seasonal basis. The customer service ambassadors shall be responsible to assist with facilitating the security checkpoint passenger screening process and to provide customer service for international arrivals at the Southwest Florida International Airport. There is no mandated Paid Time Off or supplemental benefits associated with part-time customer service ambassador positions.

The purpose of these services is to expedite the hiring process and allow the Authority more flexibility with a temporary workforce. There will be approximately 15 to 20 persons hired initially. The number of hires could increase during prime season (end of December through beginning of May) up to a total of 40 people. It is anticipated the number of employees may fluctuate based on turnover. The selected vendor(s) will enter into an annual agreement with the Authority to provide the services.

B. Minimum Qualifications

Provider must be registered with the State of Florida, Division of Corporations, to do business in the state of Florida. Providers must have been in continuous operation for a minimum of two (2) years prior to the date the bid was submitted.

C. Project Information and Requirements

Provider must be available to engage with employees and explain any payroll issues or concerns at all times. The Provider shall provide the following services in accordance with applicable protocols, procedures, and industry standards to meet the Authority’s goals and objectives, which include, but are not necessarily limited to, the following:

1. On-Board Processing
   a. Enrollment of all individuals referred to the successful Quoter by the Authority.
   b. Conduct drug testing which includes a minimum of five (5) panels for each referred applicant. Under a separate invoice, submit the total cost of all drug testing performed for each month to the Authority. To obtain reimbursement of the cost of drug testing, submit a copy of the drug
screening laboratory invoice. The Authority will reimburse the invoice at cost.

c. Conduct a criminal background investigation for each referred applicant for the last seven (7) years of all criminal, misdemeanor, high and low courts at in all provided counties of residence provided by the applicant.

d. Perform I-9 verification for each referred applicant.

e. Conduct E-Verify screening through the Department of Homeland Security's E-Verify System for each referred applicant.

2. Pricing

a. Successful bidder must bid a billing rate; the billing rate will be the product of the hourly rate ($12.50) for all applicants multiplied by the bidders' proposed percentage mark-up.

b. Under a separate invoice, the successful bidder will also be required to submit the total cost of all drug testing and all background investigations performed for the preceding month to the Authority. The invoice submitted by the successful bidder shall contain, or have attached as supporting documentation, the following: 1) an itemization identifying all applicants that have received drug testing and have had background investigations performed. 2) a copy of the invoice from both the drug testing and the background screening providers. The Authority will reimburse the successful bidder the amount of the drug screening provider invoice and the background screening invoice at cost and without mark-up.

c. Mark-up rates shall be inclusive of all costs to provide the services described herein.

d. The successful bidder shall furnish an invoice for services rendered over the prior month by the tenth (10th) day of the month following the month such services were furnished and performed. The successful bidder's invoice shall be supported by a bi-weekly summary of hours worked report along with payroll documentation.

3. Payroll Data Processing

a. Receive time and attendance information from the Authority in any of the following file formats: Paychex Flex, Paychex Review, SurePayroll, Paylocity, ADP Workforce Now or CSV.

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b. Transmit collected payroll data to the successful Quoier's payroll service.

c. Provider shall designate sufficient resources to ensure payroll services are seamless, accurate, and processed timely on a weekly basis.

d. Direct deposit required.

4. Reporting Requirements

a. Prepare payroll reports and provide same to the Authority on a monthly basis.

b. Prepare, in a timely manner, all year-end payroll/tax processing reports.

c. Remit all payroll taxes to federal and state agencies on bi-weekly basis.

d. Provide results of proof of drug testing within 48 hours of receipt, and prior to starting any potential employee.

e. Provide pass and fail results of national criminal background screening within 48 hours of receipt, and prior to starting any potential employee.

5. Time Frames

a. Work and cooperate with the Authority to ensure on-boarding process coincides with the time-frames established by the Authority.

b. Provider must be able to start new employees on payroll on any day of the week.

6. Claims

a. Process and manage any workers compensation claims to resolution.

b. Manage any unemployment compensation claims to resolution.

7. Transitioning

a. The Authority anticipates the transition of approximately five (5) - fifteen (15) existing customer service ambassadors in the event of a service provider change.
b. The Authority will provide the Provider with a list of existing customer service ambassadors approved to transition.

c. The Provider shall be required to organize a transition event to accommodate the enrollment and processing, including I-9 verification, of all approved existing customer service ambassadors. The event shall occur on site at the Southwest Florida International Airport and must be coordinated with the Authority.

d. Existing customer service ambassadors approved by the Authority to transition will not be required to repeat the background check or drug screen requirement.

e. All transitioning activities must be complete within five (5) business days from receipt of the Authority approved list of individuals cleared to transition.

D. Responsibilities of the Authority

The Authority shall perform the following tasks:

a. Recruit, interview, select and train all potential employees.

b. Manage the work schedule of the selected employees.

c. Provide supervision and oversight of performance of the selected employees.

d. Provide a bi-weekly summary of hours worked to the Providers.

e. Approve all hours to be paid.

f. Reimburse the actual costs of the drug screening and the background screening.

E. Confidential Security Programs

The successful bidder shall acknowledge that the Southwest Florida International Airport Security Plan and other critical operational and security initiatives and materials are confidential and exempt from disclosure as public records under Section 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

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agreement, and shall require all of its employees, and agents to comply with the provisions of this paragraph.

F. Non-Exclusive Agreement/Additional Services

The successful bidder agrees and understands that any agreement resulting from award of this RFB shall not be construed as an exclusive arrangement and further agrees that the Authority may, at any time, secure similar or identical services from another provider at its sole option. While the agreement covers specific services, the Authority may require similar services for other functions at the Southwest Florida International Airport. If requested, the successful bidder agrees to furnish such services, and shall provide the Authority with prices on such additional items and services based on a formula or method which is the same or similar to that used in establishing the pricing in this Request for Bid. If the pricing offered is not acceptable to the Authority, the Authority reserves the right to negotiate reasonable pricing with the successful bidder; or, if a suitable agreement is not reached, to procure such items and/or services from other provider(s); or, to cancel the agreement as provided for herein.

Successful bidder acknowledges and understands that it shall allow employees to transition to the Authority payroll at any time as deemed necessary by the Authority.

G. Books and Records

The successful bidder shall maintain all books, documents, accounting records and other evidence pertaining to the services furnished under the agreement and make such materials available at its offices at all reasonable times during the agreement term and for three years (and as required by Federal law and/or regulations) from the date of the final payment under the agreement. This shall be for inspection by the Authority or by any other governmental entity or agency participating in the funding of the agreement, or any authorized agents thereof.

Copies of said records will be furnished by the successful bidder if requested. Such records shall include those books, documents and accounting records that represent the successful bidder’s costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

H. Disclosure

Pursuant to Florida Statute 119.0701, to the extent successful bidder is performing services on behalf of the Authority, successful bidder must:

a. Keep and maintain public records required by the public agency to perform the service recognizing that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes. Successful bidder agrees, prior to providing services, it
will implement policies and procedures, which are subject to Authority approval, 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.

b. Upon request from the Authority’s custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

I. Compliance with the Laws

The successful bidder is presumed to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of services related to the agreement, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary and applicable licenses, certifications, and permits.
EXHIBIT “C”
CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below:

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<thead>
<tr>
<th>Name and Address of Agency</th>
<th>COMPANIES AFFORDING COVERAGE</th>
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<tbody>
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<td>COMPANY LETTER A</td>
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<td>COMPANY LETTER E</td>
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Name and Address of Insured

This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until after 30 days written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that 30 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

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<tr>
<th>Company Letter</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (mm/dd/yyyy)</th>
<th>Policy Expiration Date (mm/dd/yyyy)</th>
<th>ALL LIMITS IN THOUSANDS</th>
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<td>GENERAL LIABILITY</td>
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<td>Commercial General Liability</td>
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<td>Claims Made</td>
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<td>Owners &amp; Contractors Protective</td>
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<td>X.C.U. Coverage</td>
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<td>Broad Form Property Damage</td>
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<td>Independent Contractors</td>
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<td>Umbrella Form</td>
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<td>Other than Umbrella Form</td>
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<td>Claims Made</td>
<td>Occurrence</td>
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<td>WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY</td>
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<td>OTHER</td>
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- General Aggregate
- Products Comp/Cps Aggregate
- Personal & Advertising Injury
- Each Occurrence
- Fire Damage (Any one Fire)
- Medical Expense (Any one Person)
- Specific Project*

Each Accident
- Bodily Injury
  - (Each Person)
  - (Each Accident)
- Property Damage

Each Occurrence
- Bodily Injury
  - and Property Damage
  - Combined
- Bodily Injury and Property Damage

Aggregate
- Each Accident
- (Statutory)
- (Disease-Policy Limit)
- (Disease-Each Employee)

☐ Contractual Liability Coverage

Description of Contract:
- ☐ The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here:
- ☐ The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.
- ☐ Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS:

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

Name and Address of Certificate Holder
Date Issued:
Authorized Representative:
Address:
Telephone #:
CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH’s properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.
EXHIBIT D
MISCELLANEOUS REQUIREMENTS

Provider must obtain a criminal background investigation for each referred applicant. The background investigation shall identify the following 28 disqualifying offenses (49 CFR 1542.209). If the potential employee has been convicted of one or more of these offenses, the employee is not eligible for hire; however, if adjudication has been withheld the Provider shall notify the Authority for a determination of employment eligibility.

(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.
(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.
(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.
(13) Murder.
(14) Assault with intent to murder.
(15) Espionage.
(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.
(28) Conspiracy or attempt to commit any of the criminal acts listed above.

AIRPORT ISSUED UNIFORM
The Customer Service Ambassadors will be issued an airport badge and vest as part of the employee’s uniform. The uniforms must be returned to the Authority within seven (7) days of employee separation. Employee’s failure to turn in the airport badge and vest will result in a deduction of the cost of the badge ($25.00) and vest ($15.00) from the amount due the employee in his or her final paycheck.
Lee County Port Authority

Request for Bid
For
Temporary Employee Payrolling Services for Customer Service Ambassadors for Lee County Port Authority
RFB No. 19-22TB

Due on: August 8, 2019

Prepared for:
Terri L Bortz
Purchasing Agent
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8899
Phone: 239-590-4554
Email: tlbortz@flycpa.com

Submitted by:
Greeshma Verma
Director of Government Services
Noor Associates
622 3rd Avenue, 7th Floor
New York, NY 10017
Phone: 717-540-6894
Email: gverma@globalempirellc.com
August 6, 2019

Terri L. Bortz
Purchasing Agent
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8899

Dear Ms. Terri Bortz,

On behalf of Noor Associates, Inc. (Noor), it is my pleasure to submit our proposal in response to Lee County Port Authority (hereinafter Authority) Request for Bid Number 19-22TB Temporary Employee Payrolling Services for Customer Service Ambassadors for Lee County Port Authority.

Noor understands this Request for Bid has been issued in order to seek the services of Temporary Employee Payrolling Services for Customer Service Ambassadors as described within the RFB for 15-40 part-time customer service ambassadors on a seasonal basis. Noor acknowledges and understands the Scope of Services as set forth in the Request for Bid.

The attached bid presents our capabilities to provide Payroll services and our specific experience, key personnel, commitment to service, professionalism and other elements required to perform these services. Noor commits to perform the work in accordance with the requirements set forth in the bid documents. In addition, we confirm receipt of all addenda as acknowledged in the required bid document. Noor considers this an excellent opportunity to leverage its experience and we will commit the necessary corporate resources to ensure that all program requirements and goals are met. My full personal commitment accompanies our corporate resolve to perform this contract with the highest degree of technical excellence and management integrity.

Best regards,

Greeehma Verma
Director of Government Services
Noor Associates
622 3rd Avenue, 7th Floor
New York, NY 10017
Phone: 212-540-6894
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<td>CORPORATE DESIGNATIONS</td>
<td>31</td>
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</tbody>
</table>
FORM 1- BIDDER’S CERTIFICATION
PART E – FORMS Note: These forms must be submitted with the Bidder’s Bid submittal.

FORM 1 - BIDDER’S CERTIFICATION

I have carefully examined this Request for Bids (RFB) including scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

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

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 150 calendar days so that the Authority will have time to properly evaluate this bid. I agree that the Authority terms and conditions (http://www.flylcsa.com/purchasing/) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

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

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, company, or corporation submitting a bid for the same 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
Noor Associates, Inc.

AUTHORIZED SIGNATURE
Greeksma Verma, Director of Government Services

NAME, TITLE, TYPED
Greeksma Verma

FEDERAL IDENTIFICATION #

State of: Pennsylvania
County of: Dauphin

This foregoing instrument was acknowledged before me this 29th day of July, 2019, by Greeksma Verma, who is personally known to me or produced PA Driver’s License as identification.

Signature of Notary

Serial/Commission No.

Commonwealth of Pennsylvania - Notary Seal
Tamica C. Goodson, Notary Public
Dauphin County
My commission expires October 06, 2022
Commission number 1227894
FORM 2- OFFICIAL BID FORM
FORM 2 - OFFICIAL BID FORM

BID NO. RFB #19-22TB

BIDDER'S NAME: Noor Associates, Inc

DATE: AUGUST 1, 2019 AUGUST 8, 2019
TIME: 2:00 P.M. LOCAL TIME

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

Ladies/Gentlemen:

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having carefully examined the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, agrees to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

TEMPORARY EMPLOYEE PAYROLLING SERVICES FOR
CUSTOMER SERVICE AMBASSADORS FOR LEE COUNTY PORT AUTHORITY

in full accordance with the specifications prepared in accordance with the Authority Bids, 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 total bid price awarded, which is based on the following bid schedule:

<table>
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<tr>
<th>Customer Service Ambassadors</th>
<th>$12.50 /hour</th>
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<tr>
<td>Twelve dollars and 50/100 – per hour</td>
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<td>Times (X’s) Mark-up Rate</td>
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<tr>
<td>(written)</td>
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<td>Equals (=) Billing Rate</td>
<td>$14.94/hour</td>
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<tr>
<td>Fourteen dollars and</td>
<td>(written)</td>
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</tbody>
</table>

Page 15 of 23
FORM 3- LOBBYING AFFIDAVIT
FORM 3: LOBBYING AFFIDAVIT

STATE OF: New York Pennsylvania
COUNTY OF: Manhattan Dauphin

Greeshma Verma, 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 Noor Associates, Inc. (Bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the agreement required by this Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on July 29, 2019, by Greeshma Verma (name of person, officer or agent, title of officer or agent), of Noor Associates, Inc. (corporation or partnership, if applicable), a New York Corporation (State of incorporation or partnership, if applicable), on behalf of the Noor Associates, Inc. Corporation or partnership, if applicable). He/She is personally known to me or has produced PA Driver's License as identification.

Signature of person taking acknowledgment

Greeshma Verma
Name typed, printed, or stamped

Director of Government Services
(Title or rank)

Signature of Notary (Serial or Commission No.)

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Tamica C. Goodson, Notary Public
Dauphin County
My commission expires October 06, 2022
Commission number 1227894

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS
FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

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

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

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

BIDDER'S NAME: Noor Associates, Inc.
FORM 5- BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION
FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

BIDDER'S CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public
State of Pennsylvania
County of Dauphin

Sworn to and subscribed before me this 2nd day of August, 2019, by CREESHA VERMA who produced the following as identification (Type of identification) or is personally known to me. My Commission Expires 06/12/2021.

[stamp or seal]

[Signature of Notary Public]

COMMONWEALTH OF PENNSYLVANIA

[Typed or printed name]
FORM 6- LOCAL PREFERENCE AFFIDAVIT
FORM 6: LOCAL PREFERENCE AFFIDAVIT

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

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

Please identify the firm name and physical address below:

________________________________________________________

________________________________________________________

________________________________________________________ (in Lee County, Florida)

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

Please provide the following information:

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

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

________________________________________________________

Began in 20__ Completed in 20__

________________________________________________________

Began in 20__ Completed in 20__

________________________________________________________

Began in 20__ Completed in 20__

________________________________________________________

Began in 20__ Completed in 20__

________________________________________________________

Began in 20__ Completed in 20__

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:

________________________________________________________

________________________________________________________

________________________________________________________

☐ Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26. and 17-16.
FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

Greefrna J. Nerra  
Printed Name  
Director of Government Services  
Title  
Greefrna J. Nerra  
Signature

Notary Public – State of Pennsylvania  
County of Dauphin  
Sworn to and subscribed before me this 2nd day of August, 2019  
Personally known __________________________ or produced identification ________________

My Commission Expires 06/12/2021  
(Type of identification) Notary ID 1238167  
Barbara O. Kelly  
Printed, typed or stamped commissioned name of Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
BAREARA O. SKELLY, Notary Public  
Susquehanna Twp., Dauphin County  
My Commission Expires June 12, 2021
REGISTRATION – STATE OF FLORIDA

7/26/2019

Detail by Entity Name
Foreign Profit Corporation
NOOR ASSOCIATES, INC.

Filing Information
Document Number: F18000005016
FEIN/Number: 20-3236508
Date Filed: 11/02/2018
State: NY
Status: ACTIVE

Principal Address
622 THIRD AVENUE, 7TH FLOOR
NEW YORK, NY 10017

Mailing Address
622 THIRD AVENUE, 7TH FLOOR
NEW YORK, NY 10017

Registered Agent Name & Address
INCORP SERVICES, INC.
17666 6TH COURT NORTH
LOXAHATCHEE, FL 33470

Officer/Director Detail
Name & Address
Title: CP
NOOR, HABIB
622 THIRD AVENUE, 7TH FLOOR
NEW YORK, NY 10017

Annual Reports
Report Year: 2019
Filed Date: 03/21/2019

Document Images
[View image in PDF format]
[View image in PDF format]
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
One Jericho Plaza, Suite 200
Jericho NY 11753

CONTACT
Kareem Mohamed
AG/Na Ext: 516-745-5000
Email: kareem.mohamed@ajg.com

INSURERS AFFORDING COVERAGE
INSURER A: Zurich American Insurance Company
16535
INSURER B: Hiscox Insurance Company Inc.
19260
INSURER C: American Guarantee and Liability Ins Co
28247
INSURER D: Milford Casualty Insurance Company
26662
INSURER E: Wisco Insurance Company
25011

COVERAGES

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C UMBRELLA & EXCESS LIABILITY

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D WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY

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<td>E.L. DISEASE - EX. EMPLOYEE</td>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIMARY</td>
<td>MPH10950591</td>
<td>10/19/2018</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>OCCUR</td>
<td></td>
<td>10/25/2018</td>
<td></td>
</tr>
<tr>
<td>EACH CLAIM</td>
<td></td>
<td></td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES)

Blanket Additional Insured CCG2028 (07/04), Waiver of Subrogation CCG2404 (05/09), U-G-L-1327-8 CW (04/13) Primary & Non-Contributory Workers Comp Waiver of Subrogation per Form WC020013 (04/04)

CERTIFICATE HOLDER
Lee County Port Authority
11000 Terminal Access Road
Suite 8671
Fort Myers Fl 33913
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

18
EXPERIENCE/CAPABILITIES

Noor, Inc. was incorporated in New York State in 2005. Noor, Inc. is comprised of SearchPoint NY; Noor Associates, Inc., a certified Minority-owned Business Enterprise (MBE) with the State of New York and the City of New York, and Global Empire all under the umbrella and management of Noor, Inc. Based in New York, we have a nationwide footprint serving more than 150 clients with 3,000 contingent employees in 40 states. We provide payroll, executive recruitment and staffing services in the verticals of Administrative, Technology, Healthcare services, Creative, Law, Financial and much more. Noor provides services nationally through offices located in New York City; Bayshore, New York; Albany, New York; Harrisburg, Pennsylvania; Chicago, Illinois; Omaha, Nebraska; Austin, San Antonio, Texas; and Fort Lauderdale, Florida.

Noor understands that the Authority is soliciting bids from responsible and qualified vendors to provide Temporary Employee Payrolling Services for Customer Service Ambassadors.

The accompanying bid from Noor presents a comprehensive, professional, and flexible approach to meeting the requirements set-forth by the Authority. We have significant experience in delivering successful payroll services, staff augmentation and recruiting to government, non-profit, not-for-profit, public sector and commercial enterprises.

Noor has a dedicated team of staffing professionals; we provide tailored staffing and payroll contract management solutions and will accommodate all procedures and protocols required by the Authority. Our core competencies of strategic, high-volume recruiting and optimal customer service distinguish us from the competition. Noor will have a team ready prior to commencement of the contract.

Noor offers cost-effective and technology-forward payroll solutions to enhance and provide a high vacancy to fill ratio. From onboarding to payroll data processing and reporting, as well as time frames and claims, we can handle every aspect of the process which is further outlined below.

Noor has the required experience, resources, tools, processes and teams to meet the requirements of the Authority. Our commitment to transparency and communication coupled with our innovative staffing solutions has earned us many long standing and successful client relationships which are further outlined below. We look forward to creating and providing a successful partnership with the Authority.

Over the last 13 years, Noor has helped a long list of governmental and corporate clients by providing payroll and executive recruitment and staffing solutions that best fit their functional needs as well as culture. Noor is a well-established, liquid and profitable company with sufficient financial strength, capacity, working capital and other resources to perform this contract.

The Noor family of companies has grown to over $80 million in current annual revenues. By providing excellent staffing services, Noor has seen tremendous growth with its revenue increasing from $14,300,000 in 2013. Noor can and will provide references from our financial institutions confirming our strong financial positions, credit lines and overall financial health.
Noor is committed to delivering quality and consistent client solutions – this is cornerstone of our business. Our solutions meet the dynamic needs of the modern-day business environment and our goal is to help our clients save time and money. We will adjust our service offering to fit the unique needs of the Authority.

Noor understands that the Authority seeks the services of qualified Vendors to furnish temporary employee payroll services to meet the Authority’s payrolling requirements. Understanding the coordination of job order and placement requests may be distributed to one or more Vendors.

Service Offering
Noor has specialized in large scale payroll and staffing projects and contracts for the last 13 years. We bring unparalleled experience nationwide. Noor will provide services in accordance with applicable protocols, procedures, and industry standards to meet the Authority’s goals and objectives.
Noor has developed comprehensive processes that include:

- Consistent and reliable background for the last 7 years for each referred applicant including criminal misdemeanor, high and low courts in all provided counties of residence.
- Conduct drug testing including a minimum 5 Panel for each referred applicant.
- Deep commitment to risk aversion and compliance
- Perform I-9 verification
- E-Verify performed for all employees

Noor offers comprehensive payroll solutions as part of our regular service. We are experienced in working with tax authorities on a federal, state and local level and are current with all regulations governing payroll administration. As a Payroll service provider, Noor Associates is able to help our clients focus on their core business, lower their administrative burden, improve payroll practices and reduce employer costs.

Responsibility Timeline
Outlined below are the items that would be prepared and filed by Noor associates on behalf of the Authority on a timely basis.

ON-BOARD PROCESSING

- Accept daily enrollment of all individuals referred by the Authority.
- Conduct drug testing which will encompass a minimum of five panels for each candidate.
- Conduct a criminal background investigation for each referred applicant for the last seven 7 years of all criminal, misdemeanor, high and low courts in all provided counties of residence provided by the candidate.
- Noor will perform I-9 verification and conduct E-Verify screening for each referred candidate.
PRICING

- Noor’s Bill rate quoted is the sum of the hourly rate ($12.50) for all candidates multiplied by Noor’s mark-up.
- Noor will submit the total cost of all drug testing and all background investigations performed for the previous month under a separate invoice.
- Noor’s invoice will consist of supporting documentation, such as an itemization identifying all candidates that have been drug tested and have had background investigations along with a copy of the invoice.
- Noor’s mark-up rates includes all costs to provide the services.
- Noor will furnish an invoice for services furnished over the prior month by the tenth (10th) of the month following the month such services were furnished and performed. Noor’s invoice will be supported by a weekly outline of hours worked.

PAYROLL DATA PROCESSING

- Noor will accept time and attendance information from the Authority in any of the following file formats: Paychex Flex, Paychex Review, SurePayroll, Paylocity, ADP Workforce Now or CSV.
- Noor will transmit collected payroll data to our payroll service.
- Noor will designate sufficient resources to insure payroll services are seamless, accurate, and processed timely on a weekly basis.
- Noor offers pay-cards, paper checks, or direct deposit, and ensure direct deposits are posted to bank on pay date.

REPORTING REQUIREMENTS

- Noor will prepare and provide payroll reports for the Authority on a bi-weekly basis.
- Noor will prepare all year-end payroll/tax processing reports in a timely manner.
- Noor will remit all payroll taxes to federal and state agencies on bi-weekly basis.
- Noor will provide results of drug testing within 48 hours of receipt, and prior to any potential candidate starting.
- Noor will provide results of national criminal background screenings within 48 hours of receipt, and prior to any potential candidate starting.

TIMEFRAMES

Noor will work and cooperate with the Authority ensuring on-boarding process coincides with the timeframes established by the Authority.
Noor will start new employees on payroll on any day of the week.
CLAIMS

Noor will process and manage any workers compensation claims to resolution, as well as manage any unemployment compensation claims to resolution.

TRANSITIONING

Noor acknowledges and understands that the Authority anticipates the transition of approximately five (5) - fifteen (15) existing customer service ambassadors in the event of a service provider change and that a list of approved existing customer service ambassadors will be provided.

Noor will organize a transition event to accommodate the enrollment and processing, including I-9 verification, of all approved existing customer service ambassadors. Noor understands that the event shall occur on site at the Southwest Florida International Airport and must be coordinated with the Authority.

Noor will complete all transitioning activities within five (5) business days from receipt of the Authority approved list of individuals cleared to transition.

RESPONSIBILITIES OF THE AUTHORITY

Noor has reviewed and understands the responsibility of the Authority.

CONFIDENTIAL SECURITY PROGRAMS

Noor 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 Section 331.22 and 119.071 (3)(a) Florida Statutes. Noor 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 Noor under this Agreement, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph.

NON-EXCLUSIVE AGREEMENT / ADDITIONAL SERVICES

Noor agrees and understands that any Agreement resulting from award of this RFB shall not be construed as an exclusive arrangement and further agrees that the Authority may, at any time, secure similar or identical services from another provider at its sole option. While the Agreement covers specific services, the Authority may require similar services for other functions at the Southwest Florida International Airport. If requested, Noor agrees to furnish such services, and shall provide the Authority with prices on such additional items and services based on a formula or method which
is the same or similar to that used in establishing the pricing in this RFB. If the pricing offered is not acceptable to the Authority, the Authority reserves the right to negotiate reasonable pricing with Noor; or, if a suitable agreement is not reached, to procure such items and/or services from other providers(s); or, to cancel the Agreement as provided for herein.

**BOOKS AND RECORDS**

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

**DISCLOSURE**

Pursuant to Florida Statute 119.0701, to the extent Noor would perform services on behalf of the Authority, Noor understands and would:

Keep and maintain public records required by the public agency to perform the service recognizing that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes. Noor agrees, prior to providing services, it will implement policies and procedures, which are subject to Authority approval, 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 Florida Statutes, Chapter 119, or as otherwise provided by law.

**COMPLIANCE WITH LAWS**

Noor is familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision services related to the agreement, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary and applicable licenses, certifications, and permits.
RELEVANT EXPERIENCE

The Noor family of companies has significant experience in the payroll processing space. Our current payroll consists of 3,000 employees with a total annual payroll amount of approximately $59 million.

The numbers below demonstrate the volume of payroll that we are processing on a regular basis. These numbers represent our client base of both internal and external customers.

Noor Associates
Payroll runs on a weekly basis
Number of employees paid weekly: Approximately 420 employees

**YTD Total Payroll** $13.2 million

*Internal Customers*

Noor Staffing Group
Payroll runs on a weekly basis
Number of employees paid weekly: Approximately 1,500 employees

**YTD Total Payroll** $26.5 million

*GHG Corporation*
Payroll runs on a weekly basis Number of employees paid weekly: Approximately 700 employees
Total Annual Payroll $15 million

*Case Study*

In 2016, Noor Associates and our related entity, Noor Staffing Group, partnered with the New York Racing Association (NYRA) to provide staffing and payroll services for the 2016 horse racing season at Belmont Park and the Saratoga Springs Raceways. We staffed the two largest events, the Belmont Stakes and the Saratoga Springs meets. Our services included employee recruitment and hiring, employee onboarding and training, payroll processing and employee records management.

Noor Staffing Group employed approximately 1,300 employees over the course of the 2016 NYRA racing season and processed payroll for the entirety of this temporary employee base. The payroll total for all staff and all events over a four-month period was $1.3 million. Onboarding and system setup for a project of this scope was completed within two weeks.
Staff Experience with Similar Projects

The table below outlines the top payroll processing engagements that Noor Associates and Noor Staffing Group have with external clients. The total payroll amount and number of employees paid represent 2016 year-to-date amounts.

<table>
<thead>
<tr>
<th>Name of Client</th>
<th>YTD Payroll</th>
<th>YTD Number of Employees Paid</th>
<th>Payroll Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argonne National Lab</td>
<td>$3.7 million</td>
<td>288 employees</td>
<td>Weekly</td>
</tr>
<tr>
<td>PepsiCo</td>
<td>$2 million</td>
<td>88 employees</td>
<td>Weekly</td>
</tr>
<tr>
<td>Bartech Group</td>
<td>$1.7 million</td>
<td>353 employees</td>
<td>Weekly</td>
</tr>
<tr>
<td>NYRA</td>
<td>$1.3 million</td>
<td>1,286 employees</td>
<td>Weekly</td>
</tr>
<tr>
<td>TF Cornerstone</td>
<td>$572,000</td>
<td>75 employees</td>
<td>Weekly</td>
</tr>
<tr>
<td>Management</td>
<td>$608,000</td>
<td>19 employees</td>
<td>Weekly</td>
</tr>
</tbody>
</table>

Health Systems Inc.

Services provided to these clients include:

- Weekly payroll processing- Direct deposit and paper checks with notification to employees
- Tracking of the salary and benefit details
- Withholding and deductions
- Interact with our time management system to pull timesheets
- Tax Deposits, Quarterly & Annual Payroll Tax Reports, W-2 filings
- General ledger reports
- Payroll reports
- Employee access to portal for all the salary, benefit, tax and deductions details
- Provide data required for annual workers comp audit
- EEO data reporting
**Quantification of Relevant Experience:**

In 2017 Noor, Inc. provided

- 3MM of staffing/payroll services to the Compass Group consisting of primarily utility, porter and back-of-house workers
- 2.7MM of staffing/payroll services to Aramark consisting of primarily utility, porter and back-of-house workers
- 3.9MM of staffing/payroll services to various residential buildings throughout NYC consisting of primarily utility, porter and back-of-house workers
- From 2017 - present, Noor has recruited, staffed and payrolled over 7,000 temporary workers.
- In 2017, we had a total temporary worker payroll spend of $43 million dollars. Our projected spend for 2018 temporary worker payroll is $55 million with revenue of $80+MM.
# REFERENCES

We invite you to contact the following references to confirm the quality of work that we provide to our clients under Noor Inc:

<table>
<thead>
<tr>
<th>Client Name</th>
<th>PepsiCo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Point of Contact</td>
<td>Debra Logan</td>
</tr>
<tr>
<td>Point of Contact Phone</td>
<td>(914) 767-6663</td>
</tr>
<tr>
<td>Point of Contact Email</td>
<td><a href="mailto:debra.logan@pepsico.com">debra.logan@pepsico.com</a></td>
</tr>
<tr>
<td>Customer/Agency Address</td>
<td>1 Pepsi Way, Somers, NY 10589</td>
</tr>
<tr>
<td>Contract Period</td>
<td>2009 to present</td>
</tr>
<tr>
<td>Project Name</td>
<td>High Volume Temporary Staffing</td>
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</table>

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Compass Group</th>
<th>Controller, NY Metro Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Point of Contact</td>
<td>Manan Shah</td>
<td></td>
</tr>
<tr>
<td>Point of Contact Phone</td>
<td>o. 212-346-1049</td>
<td>m. 347-835-1498</td>
</tr>
<tr>
<td>Point of Contact Email</td>
<td><a href="mailto:manan.shah@compass-usa.com">manan.shah@compass-usa.com</a></td>
<td></td>
</tr>
<tr>
<td>Customer/Agency Address</td>
<td>NY Metro Area</td>
<td></td>
</tr>
<tr>
<td>Contract Period</td>
<td>2010 to present</td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
<td>High Volume Temporary Staffing; porters/utility, back-of-house, front-of-house</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Russell Reynolds Associates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Point of Contact</td>
<td>An Khanam</td>
</tr>
<tr>
<td>Point of Contact Phone</td>
<td>212-824-1868</td>
</tr>
<tr>
<td>Point of Contact Email</td>
<td><a href="mailto:an.khanam@russellreynolds.com">an.khanam@russellreynolds.com</a></td>
</tr>
<tr>
<td>Customer/Agency Address</td>
<td>277 Park Avenue</td>
</tr>
<tr>
<td>Contract Period</td>
<td>present</td>
</tr>
<tr>
<td>Contract Value</td>
<td>$300,000 per year</td>
</tr>
<tr>
<td>Project Name</td>
<td>Technical and Non-Technical Staffing</td>
</tr>
<tr>
<td>Description</td>
<td>We staff for their IT, Marketing, HR, Finance, and Accounting departments and have staffed more than 40 positions.</td>
</tr>
<tr>
<td>Client Name</td>
<td>NYC Human Resources Administration</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>Customer Point of Contact</td>
<td>Hector Anderson</td>
</tr>
<tr>
<td>Point of Contact Phone</td>
<td>(929)221-5561</td>
</tr>
<tr>
<td>Point of Contact Email</td>
<td><a href="mailto:andersonh@dss.nyc.gov">andersonh@dss.nyc.gov</a></td>
</tr>
<tr>
<td>Customer/Agency Address</td>
<td>4 World Trade Center NY, NY</td>
</tr>
<tr>
<td>Contract Period</td>
<td>2015-2016</td>
</tr>
<tr>
<td>Contract Value</td>
<td>$3 million per year</td>
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<tr>
<td>Project Name</td>
<td>High Volume Temporary Staffing; various titles</td>
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<table>
<thead>
<tr>
<th>Client Name</th>
<th>New York Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Point of Contact</td>
<td>Oscar Ortega</td>
</tr>
<tr>
<td>Point of Contact Phone</td>
<td>(212) 576-5359</td>
</tr>
<tr>
<td>Point of Contact Email</td>
<td><a href="mailto:dzwilliams@bop.gov">dzwilliams@bop.gov</a></td>
</tr>
<tr>
<td>Customer/Agency Address</td>
<td>Compass Group / New York Life</td>
</tr>
<tr>
<td>Contract Period</td>
<td>2010 - present</td>
</tr>
<tr>
<td>Project Name</td>
<td>High Volume Temporary Staffing; Porters/utility, back-of-house, front-of-house</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Jacob K. Javits Convention Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Point of Contact</td>
<td>Adriana Fargelli</td>
</tr>
<tr>
<td>Point of Contact Phone</td>
<td>(212) 216-5685</td>
</tr>
<tr>
<td>Point of Contact Fax</td>
<td>(212) 216-5697</td>
</tr>
<tr>
<td>Point of Contact Email</td>
<td><a href="mailto:afargelli@javitscenter.com">afargelli@javitscenter.com</a></td>
</tr>
<tr>
<td>Customer/Agency Address</td>
<td>655 West 34th Street, New York, NY 10001-1188</td>
</tr>
<tr>
<td>Project Name</td>
<td>Temporary Staffing</td>
</tr>
<tr>
<td>Description</td>
<td>Event staffing for the Jacob K. Javits Convention Center</td>
</tr>
</tbody>
</table>
KEY PERSONNEL

Noor offers the highest level of commitment and attention to our clients. Operations will be led by Susan Kennedy and the robust team at Noor, all of whom have experience with the similar clients. In addition, below is an overview of our firm’s leadership committee as well as an outline of the team that would be supporting the Authority’s needs on a daily basis:

Habib Noor, President
In 1995, after graduating and obtaining a B.S. in Finance from the Indiana University of Pennsylvania, Habib Noor started his career with Aerotek as an IT recruiter. He ascended quickly to become the manager of branch recruiting. He oversaw a team of 40 recruiters in NYC and helped to establish Aerotek’s White Plains office. In 1998, he joined Quantum, a premier Canadian staffing agency, to establish a recruiting division in their NY office. During his five-year tenure with Quantum, Habib received three company awards for Outstanding Sales. In 2003, leveraging his already successful career, Habib founded his own company, which is the culmination of his experience and philosophy of providing extraordinary professional service. Habib has grown his family of companies to become a premiere and established staffing and consulting conglomerate that continues to expand.

Jacob Eletto, Chief of Staff
Jacob joined the Noor family of companies in 2006, and helped see the firm through its current exponential growth phase. Jacob Eletto has led numerous large-scale recruiting and staffing projects across a multitude of industries and disciplines. As Chief of Staff of Noor, Inc., Jacob oversees all business and personnel matters for the companies, including the strategic relationships with our partners throughout the world. Jacob is a graduate of SUNY Plattsburgh. Jake will oversee the project from an overall “corporate” perspective, able to apply any further resources needed to assure project success.

John Scully, Chief Operating Officer
John Scully has over 20 years of experience within the field of human resources. In addition to his strong tenure within HR, John holds a Juris Doctor and is very knowledgeable of employment law, he ensures the firm is compliant with local, State and Federal laws and regulations.

Greeshma Verma, Director of Government Services
Greeshma joined GHG in 2007. She has more than 12 years of experience in leading successful strategies to attain multi-million dollar federal, state and local government contracts. She ensures effective contract cradle-to-grave performance by interpreting contract requirements, managing risk, and delivery of contracts. She is experienced in improving project performance by increasing operational efficiency and assuring compliance with high standards. She holds a Bachelor’s Degree in Management from East Stroudsburg University and a Master’s Degree from Western Illinois University and she will serve as a point of contact between the Lee County Port Authority and Noor.
Program Specific Organizational Chart – Key Personnel

The chart outlines the fully and partially available personnel for this project.
CORPORATE DESIGNATIONS

The following list contains Noor Associates' corporate designations.

**Legal Name** : Noor Associates, Inc.

**Mailing Address** : 622 3rd Avenue, 7th Floor
New York, NY 10017

**EIN/TAX ID** : 20-3236508

**Corporation Type** : C Corporation

**DUNS No. (D&B)** : 965566842

**CAGE No.** : 672G5

**GSA Contract No.** : GS-02F-0157Y
GS-02F-039DA Schedule 736 TAPS
(Temporary and Administrative Professional Staffing)

**Registered** : Federal Management (SAM.gov)

**Status** : Minority Business Enterprise (MBE)

**NAICS Codes** : 561310 Employment Placement Services
561320 Temporary Employment Services

**SIC Code** : 736-1 Administrative Support & Clerical Occupations
LEE COUNTY PORT AUTHORITY

SERVICE PROVIDER AGREEMENT

TEMPORARY EMPLOYEE PAYROLLING SERVICES

FOR CUSTOMER SERVICE AMBASSADORS

FOR LEE COUNTY PORT AUTHORITY

RFB 19-22TB

THIS SERVICE PROVIDER AGREEMENT is entered this _____ day of _______, 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 NOOR ASSOCIATES, INC., a New York corporation, authorized to do business in the State of Florida, ("PROVIDER"), at 622 Third Avenue, 7th Floor, New York, NY 10017, Federal Identification Number 20-3236508.

WITNESSETH

WHEREAS, the Authority desires to seek payroll administration services for temporary, part-time employees at the Southwest Florida International Airport in Fort Myers, Florida; and,

WHEREAS, the Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services to be provided under this Agreement; and,

WHEREAS, the Provider has reviewed the Scope of Services required under this Agreement and has submitted a bid agreeing to provide payroll services for temporary employees as requested, 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; and

WHEREAS, the Provider has been selected to provide payroll administration services as described below as the result of a competitive selection process by Authority and in accord with any applicable Florida Statutes and the Authority’s Purchasing Policy, as approved by the Authority’s Board of Port Commissioners.

NOW, THEREFORE, in consideration of the foregoing and the provisions contained herein, and the mutual consideration described below, the parties agree as follows:
1.0 **RECITALS**

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

2.0 **SCOPE OF SERVICES**

Provider hereby agrees to provide payroll administration services for the temporary employees as set out in Exhibit "A", entitled "Scope of Services", which is attached hereto and made a part of this Agreement.

3.0 **REQUEST FOR BIDS AND PROVIDER’S BIDS - INCORPORATION BY REFERENCE**

The terms of the Request for Bids, and Provider’s Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the Request for Bids and this Agreement, or the Provider’s Bid and this Agreement, the terms of this Agreement will control. The parties acknowledge that the Authority has relied on Provider’s representations and the information contained in Provider’s Bid and that those representations and this information has resulted in the selection of Provider to provide goods or perform services under this Agreement.

4.0 **TERM OF AGREEMENT**

The term of this Agreement begins on the first date written above and will continue for three (3) years. The Authority will have the option to extend the term of this Agreement, upon consent of the Provider and upon the same terms and conditions, including prices, for two (2) additional one (1) year terms. Authority may exercise each option by giving Provider notice of its intent to renew at least ninety (90) days prior to expiration of the initial term or any extension term. On receipt of notice to renew, Provider will have fifteen (15) days to accept or reject the extension term.

5.0 **LICENSES**

The Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
6.0 PERSONNEL

The Provider agrees that when the services to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

7.0 STANDARDS OF SERVICE

Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice applicable to firms providing similar payroll services.

8.0 INDEMNIFICATION AND HOLD HARMLESS

The Provider agrees to be liable for, and shall indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys’ fees arising out of or resulting from the Provider’s services or provision of goods under this Agreement, or Provider’s errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement regardless of whether or not caused by a party indemnified hereunder.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 The Authority shall pay the Provider for all authorized services completed in accordance with the requirements, provisions, and/or terms of this Agreement based on the compensation schedule set forth in Exhibit "B," which is attached hereto and made a part of this Agreement and based upon Provider’s monthly invoice.

9.2 METHOD OF PAYMENT

(a) MONTHLY STATEMENTS - The Provider will be entitled to submit one invoice to the Authority for each calendar month. The monthly invoice shall cover services rendered and completed during the preceding calendar month. The Provider must submit the invoices to the Authority's Finance Department. The Provider's invoice(s) shall be itemized to correspond to the basis of compensation as set forth in this Agreement, or any Amendment or Supplemental Agreement. Failure by the Provider to follow these instructions will result in an unavoidable delay of payment by the Authority.

(b) PAYMENT SCHEDULE - The Authority will issue payment to the Provider within thirty (30) calendar days after acceptance of the goods or services and
receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. If the Authority objects or takes exception to the amount of any invoice, the Authority will notify the Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority shall withhold the disputed amount and make payment to the Provider of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.0 FAILURE TO PERFORM

If Provider fails to commence, provide, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Provider, not to exceed the amount of the compensation for the work in dispute, until such time as the Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

11.0 AUTHORITY'S REPRESENTATIVE

The Operations Director, Al Gulamali, shall administer this Agreement for Authority.

12.0 PUBLIC RECORDS

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and any information relating to the security systems for any privately-owned or
leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Provider's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Provider hereunder. Provider shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

13.0 PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Provider is "acting on behalf" of Authority in providing services under this Agreement, Provider specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

13.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

13.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

13.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.
IF THE 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, STE 8671, FORT MYERS, FL 33913, PUBLIC RECORDS@FLYLCPA.COM, HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS.

14.0 NON-EXCLUSIVE AGREEMENT/ADDITIONAL SERVICES

The Provider agrees and understands that this Agreement shall not be construed as an exclusive arrangement and further agrees that the Authority may, at any time, secure similar or identical services from another provider at its sole option. If requested, the Provider agrees to furnish similar services, and shall provide the Authority with prices on such additional items and services based on a formula or method which is the same or similar to that used in establishing the pricing in Provider's Bid. If the pricing offered is not acceptable to the Authority, Authority reserves the right to negotiate reasonable pricing with Provider; or, if a suitable agreement is not reached, to procure such items and/or services from other vendor(s); or, to cancel the Agreement as provided for herein.

15.0 COMPLIANCE WITH LAWS

The Provider is presumed to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services related to the Agreement, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary and applicable licenses, certifications, and permits.

16.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder without prior written approval of the Authority. The Provider shall have the right, subject to the Authority’s prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider for the Provider’s performance of services and work under this Agreement.

17.0 PROVIDER AN INDEPENDENT CONTRACTOR

The Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor shall anything contained herein be deemed to give any such party a right
of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

18.0 INSURANCE

During the term of this Agreement, Provider shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Provider must obtain insurance coverages and limits required as set out below. Provider further agrees to provide Authority's Risk Manager with advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit of any policy, Provider shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Provider's insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include a waiver of subrogation in favor of Authority.

No work shall commence, or any goods be provided, under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

18.1. INSURANCE REQUIRED

Before starting and until acceptance of the work or goods by Authority, Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.2, below. All liability insurance policies obtained by Provider to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of Provider under this Agreement and shall contain the severability of interests provisions.
18.2. COVERAGES

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

18.2.1. Commercial General Liability Insurance shall be maintained by Provider. Coverage shall also include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products Liability Coverage shall not be less than:

- Commercial General Liability $1,000,000
- General Aggregate $2,000,000

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any services under this Agreement and shall provide that in the event of cancellation or non renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

18.2.2. Worker's Compensation and Employers Liability Insurance shall be maintained by Provider during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

- Worker's Compensation Florida Statutory Requirements
- Employer's Liability
- Each Accident $1,000,000

The insurance company shall waive its Rights of Subrogation against Authority.

18.2.3. Certificates of Insurance - Provider must use Authority's Certificate of Insurance attached as Exhibit "C" or a similar form acceptable to Authority's Risk Manager to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Provider's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the work, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, shall be furnished to Authority thirty (30) days prior to the date of expiration.

18.2.4. Failure to Maintain Insurance - Should at any time Provider not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge
Provider for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

19.0 NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

A. Contracting to provide goods or services to a public entity.
B. Submitting a bid on a contract for construction or repair of a public building or public work.
C. Submitting bids on leases of real property to a public entity.
D. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of $35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

20.0 OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement shall be the property of the Provider, until the Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, shall be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above shall be subject to the Authority's prior review and approval.

21.0 MAINTENANCE OF RECORDS

The Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work,
information, expense, costs, invoices and materials provided and performed pursuant to
the requirements of this Agreement. Said records and documentation will be retained by
the Provider for a minimum of five (5) years from the date final payment has been made
or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their
authorized agents shall, with reasonable prior notice, have the right to audit, inspect and
copy all such records and documentation as often as they deem necessary during the
period of this Agreement, and during the period set forth in the paragraph above; provided,
however, such activity shall be conducted only during normal business hours of the
Provider.

22.0 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise,
with, or any rights in favor of, any third party.

23.0 GOVERNING LAW

This Agreement shall be interpreted, construed and governed by the laws of the
State of Florida. Any suit or action brought by either party to this Agreement against the
other party relating to or arising out of this Agreement shall be brought either in the Florida
state courts in Lee County, Florida, or in the United States Federal District Court for the
Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or
action shall be entitled to recover their reasonable attorneys' fees and court costs.

24.0 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his
tenure or for one year thereafter shall have any interest, direct or indirect, in this contract
or the proceeds thereof.

25.0 LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will
be paid by or on behalf of the Port Authority, to any person for influencing or attempting to
influence any officer or employee of any Federal agency, a Member of Congress in
connection with the awarding of any Federal contract, the making of any Federal grant, the
making of any Federal loan, the entering into of any cooperative agreement, and the
extension, continuation, renewal, amendment or modification of any Federal contract,
grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port
Authority to any person for influencing or attempting to influence an officer or employee of
any Federal agency, a Member of Congress, an officer or employee of Congress, or an
employee of a Member of Congress in connection with this Agreement, the undersigned
shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

26.0 COVENANTS AGAINST DISCRIMINATION

26.1 DBE POLICY. It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Provider shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

26.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each 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.

26.3 INCORPORATION OF PROVISIONS. Provider shall include the provisions of paragraphs 26.1 through 26.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.
27.0 NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

28.0 GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

29.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of this Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

29.1 All persons employed by Provider during the term of this Agreement
29.2 All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services 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.

30.0 NOTICES AND ADDRESS

30.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

NOOR ASSOCIATES, INC.
622 Third Avenue, 7th Floor
New York, NY 10017
Attention: Greeshma Verma, Director

30.2 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.

31.0 TERMINATION

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

32.0 TERMINATION UNDER SECTION 287.135, F.S.

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

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

34.0 **SECURING AGREEMENT DISCLOSURE**

The Provider warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bonafide employee of Provider.

35.0 **HEADINGS**

The headings of the Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections, Exhibits and Attachments.

36.0 **ENTIRE AGREEMENT**

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

37.0 **AMENDMENTS OR MODIFICATIONS**

The terms of this Agreement may be amended, in writing, by the Agreement of both parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by both parties.

38.0 **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.
Signed, Sealed and Delivered in the presence of:

TERESA SOTO
(Witness)

Wanda Bangar
(Witness)

(CORPORATE SEAL)

ATTEST:
LINDA DOGGETT, CLERK OF COURT

By: __________________________
Deputy Clerk

NOOR ASSOCIATES, INC.

By: __________________________

Title: General Counsel

Date: 7/26/2019

CATHARINE MARY LENIHAN
Notary Public, State of New York
Reg No. 01L66147806
Qualified in New York County
Commission Expires October 5, 2022

Authority:
LEE COUNTY PORT AUTHORITY,
a political subdivision of the State of Florida

By: __________________________
Chair or Vice Chair

Approved as to Form for the Reliance of Lee County Port Authority Only:

By: __________________________
Office of the Port Authority Attorney
EXHIBIT “A”

SCOPE OF SERVICES

A. Purpose

Authority seeks professional Temporary Employee Payrolling Services to be provided for approximately 15 to 40 part-time customer service ambassadors on a seasonal basis. The customer service ambassadors shall be responsible to assist with facilitating the security checkpoint passenger screening process and to provide customer service for international arrivals at the Southwest Florida International Airport. There is no mandated Paid Time Off or supplemental benefits associated with part-time customer service ambassador positions.

The purpose of these services is to expedite the hiring process and allow the Authority more flexibility with a temporary workforce. There will be approximately 15 to 20 persons hired initially. The number of hires could increase during prime season (end of December through beginning of May) up to a total of 40 people. It is anticipated that the number of employees may fluctuate based on turnover.

B. Project Information and Requirements

Provider must be available to engage with employees and explain any payroll issues or concerns at all times. The Provider shall provide the following services in accordance with applicable protocols, procedures, and industry standards to meet the Authority’s goals and objectives, which include, but are not necessarily limited to, the following:

1. On-Board Processing
   a. Enrollment of all individuals referred to the Provider by the Authority.
   b. Conducting drug testing which includes a minimum of five (5) panels for each referred applicant. Under a separate invoice, submit the total cost of all drug testing performed for each month to the Authority. To obtain reimbursement of the cost of drug testing, Provider must submit a copy of the drug screening laboratory invoice. The Authority will reimburse the invoice at cost.
   c. Conducting a criminal background investigation for each referred applicant for the last seven (7) years of all criminal, misdemeanor, high and low courts at in all provided counties of residence provided by the applicant.
   d. Performing I-9 verification for each referred applicant.
   e. Conducting E-Verify screening through the Department of Homeland Security’s E-Verify System for each referred applicant.
2. Pricing
   
a. Submit a monthly invoice for services based on Provider's billing rate representing the product of the hourly rate ($12.50) for all applicants multiplied by Provider's percentage mark-up.
   
b. Under a separate invoice, the Provider will also be required to submit the total cost of all drug testing and all background investigations performed for the preceding month to the Authority. The invoice shall contain, or have attached as supporting documentation, the following: 1) an itemization identifying all applicants that have received drug testing and have had background investigations performed. 2) a copy of the invoice from both the drug testing and the background screening providers. Authority will reimburse the amount of the drug screening provider's invoice and the background screening invoice at cost and without mark-up.
   
c. Mark-up rates shall be inclusive of all costs to provide the services described herein.
   
d. Provider must furnish an invoice for services rendered over the prior month by the tenth (10th) day of the month following the month such services were furnished and performed. Provider's invoice shall be supported by a bi-weekly summary of hours worked report along with payroll documentation.

3. Payroll Data Processing
   
a. Receive time and attendance information from the Authority in any of the following file formats: Paychex Flex, Paychex Review, SurePayroll, Paylocity, ADP Workforce Now or CSV.
   
b. Transmit collected payroll data to the Authority's payroll service.
   
c. Provider shall designate sufficient resources to ensure payroll services are seamless, accurate, and processed timely on a weekly basis.
   
d. Direct deposit required.

4. Reporting Requirements
   
a. Prepare payroll reports and provide same to the Authority on a monthly basis.
   
b. Prepare, in a timely manner, all year-end payroll/tax processing reports.
   
c. Remit all payroll taxes to federal and state agencies on bi-weekly basis.
d. Provide results of proof of drug testing within 48 hours of receipt, and prior to starting any potential employee.

e. Provide pass and fail results of national criminal background screening within 48 hours of receipt, and prior to starting any potential employee.

5. Time Frames

a. Cooperate with the Authority to ensure on-boarding process coincides with the time-frames established by the Authority.

b. Provider must be able to start new employees on payroll on any day of the week.

6. Claims

a. Process and manage any workers compensation claims to resolution.

b. Manage any unemployment compensation claims to resolution.

7. Transitioning

a. The Authority anticipates the transition of approximately five (5) - fifteen (15) existing customer service ambassadors in the event of a service provider change.

b. The Authority will provide the Provider with a list of existing customer service ambassadors approved to transition.

c. The Provider shall be required to organize a transition event to accommodate the enrollment and processing, including I-9 verification, of all approved existing customer service ambassadors. The event shall occur on site at the Southwest Florida International Airport and must be coordinated with the Authority.

d. Existing customer service ambassadors approved by the Authority to transition will not be required to repeat the background check or drug screen requirement.

e. All transitioning activities must be complete within five (5) business days from receipt of the Authority approved list of individuals cleared to transition.
C. Responsibilities of the Authority

The Authority shall perform the following tasks:

a. Recruit, interview, select and train all potential employees.

b. Manage the work schedule of the selected employees.

c. Provide supervision and oversight of performance of the selected employees.

d. Provide a bi-weekly summary of hours worked to the Provider.

e. Approve all hours to be paid.

f. Reimburse the actual costs of the drug screening and the background screening.
EXHIBIT “B”

COMPENSATION SCHEDULE

Customer Service Ambassadors - $12.50 per hour
Hourly Rate

Multiplied by Provider’s Mark-up Rate - 19.50%

Equals Provider’s Billing Rate - $14.94 per hour
CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.
## BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

### 1. REQUESTED MOTION/PURPOSE:
Request Board approve the First Amendment and Extension to the Management Agreement for the Operation, Management and Maintenance of Parking Facilities and Shuttle Services with SP Plus Corporation, extending Contract No. 7205 an additional 3 years and authorize the Acting Chair to execute the attached First Amendment and Extension Agreement on behalf of the Board.

### 2. FUNDING SOURCE:
General Operating Revenues collected during the normal operation of SWFIA, Account WJ5422941200.503170

### 3. TERM:
October 1, 2020 through September 30, 2023.

### 4. WHAT ACTION ACCOMPLISHES:
Extends Operation, Management and Maintenance of Parking Facilities and Shuttle Services Agreement with SP Plus for an additional 3 years at the current fixed annual management rate.

### 8. AGENDA:
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

### 9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME: Gary Duncan
DIV: Aviation

### 10. BACKGROUND:
In October, 2014, the LCPA advertised RFP #15-01 for Operation, Management and Maintenance of Parking Facilities and Shuttle Services at Southwest Florida International Airport. The RFP provided for an initial term of six (6) years, with three (3) additional one (1) year options for a total of nine (9) years, similar in length to the terms of the two previous parking and shuttle service contracts at RSW.

Prior to awarding the current competitively-solicited RFP to SP Plus Corporation, with the full advertised term, staff determined that a waiver from the FAA to extend the contract term beyond the initial five (5) years would be required. Per the FAA, a management agreement with an exclusive parking operator may last no longer than five (5) years unless the airport operator is granted a waiver. In order to extend the current contract with SP Plus beyond five (5) years a long term exclusive (LTE) waiver from the FAA, including proof that SP Plus is meeting or exceeding the Airport Concession Disadvantaged Business Enterprise (ACDBE) goal of 18%, would be required.

In August, 2017, staff informed the FAA of the LCPA’s intent to seek a waiver and extend the SP Plus contract for three (3) additional years beyond the initial five (5) year term. In June, 2019, staff wrote to and provided proof to the FAA’s

### 11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>DEPUTY EXEC DIRECTOR</th>
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### 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

### 13. PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
Office of Civil Rights that SP Plus will exceed the ACDBE contract goal of 18% during the initial five (5) years of the contract and furthermore, will continue to exceed the goal for three (3) additional years if the waiver is approved.

In August, 2019, the FAA granted a LTE agreement waiver for the LCPA contract with SP Plus, not to exceed a total of eight (8) years, recognizing that participation by minority owned businesses will continue for the entire eight (8) years of the contract term to approximately 28%.

Staff recommends the Board approve the first amendment and three (3) year contract extension to the management agreement with SP Plus Corporation, which retains the same annual management and credit card processing fees as in the original contract, through the remainder of the extended three (3) year term.

Attachments:

(1) First Amendment and Extension to the Management Agreement for Operation, Management, and Maintenance of Parking Shuttle Services with SP Plus Corporation, extending Contract No. 7205 an additional three (3) years.

(2) FAA Office of Civil Rights LTE Approved Waiver.
FIRST AMENDMENT AND EXTENSION TO
LEE COUNTY PORT AUTHORITY
OPERATION, MANAGEMENT AND MAINTENANCE
OF PARKING FACILITIES AND SHUTTLE SERVICES FOR
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
MANAGEMENT AGREEMENT
RFB 15-01

THIS FIRST AMENDMENT AND EXTENSION AGREEMENT is entered into this ______ day of __________, 2019, between the LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("Authority"), located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and SP PLUS CORPORATION, a Delaware corporation authorized to do business in the State of Florida, ("Operator"), and located at 1301 East Ninth Street, Suite 1050, Cleveland, Ohio, 44114, Federal Identification Number 16-1171179, to amend and extend the term of the Operation, Management and Maintenance of Parking Facilities and Shuttle Services Management Agreement, Port Authority Contract No. 103554, dated September 3, 2015 (the “Agreement”).

Draft for Discussion Purposes Only
Port Authority Attorney’s Office
June 4, 2019
WITNESSETH

WHEREAS, the Authority operates the Southwest Florida International Airport ("Airport") in Fort Myers, Florida; and,

WHEREAS, the Parties entered into the Agreement to provide for the Operation, Management and Maintenance of Parking Facilities and Shuttle Services at the Southwest Florida International Airport (the "Airport"); and,

WHEREAS, the Parties desire to extend the initial term of the Agreement, which expires on September 30, 2020, for an additional three (3) years by execution of this Amendment Agreement; and,

WHEREAS, the parties further desire to amend the Compensation Schedule, set out as Exhibit "A" of the Agreement, to establish revised compensation rates for the entire three year extension term and to further amend the Agreement as provided below; and,

WHEREAS, Operator has reviewed the Scope of Services required under this First Amendment and Extension Agreement and states that it is qualified, willing and able to furnish and perform all such services according to the provisions, covenants and terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the Parties agree to amend the correspondingly numbered sections of the Agreement and to add new sections as noted, as follows:
1. Section 4.0, Term of Agreement, is amended to add the following paragraph:
Upon expiration of the initial term, and subject to earlier termination as provided in the Agreement, the Parties agree to extend the term of the Agreement for an additional three (3) years subject to the same terms and conditions as those applicable to the initial term, except as specifically amended in this First Amendment and Extension Agreement. The term of the Agreement is extended from October 1, 2020, until September 30, 2023.

2. Section 8.0, Compensation and Method of Payment, Subsection 8.1, Parking Lot Management and Shuttle Bus Operation and Services, is amended to read as follows, with new text underlined:

8.1 PARKING LOT MANAGEMENT AND SHUTTLE BUS OPERATION SERVICES
The Authority shall pay the Operator for all requested and authorized services provided under this Agreement in accord with the Compensation Schedule set out in Exhibit “A”, which is attached and incorporated by reference.

Commencing October 1, 2020, the Compensation Schedule set out in Exhibit “A-1”, attached and incorporated herein, shall supersede the Compensation Schedule set out in Exhibit “A” of the Agreement and will apply to Operator’s services during the entire extended term of the Agreement.

The remaining terms of Section 8.0 shall remain in full-force.
3. The Agreement is further amended to insert a new Section 13, Public Records – Compliance with Section 119.0701, Florida Statutes, as follows:

13.0 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:

13.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

13.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

13.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of 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/PUBLICRECORDREQUESTS.**

4. Current Section 13.0, Airport Security Requirements is now renumbered as Section 14.0, and current Section 14, Assignment, Transfer and Subcontracts, is renumbered as Section 15.0.

5. The Agreement is amended to delete current Section 15.0 in its entirety and replace it with a new Section 16 as follows:

**16.0 FAA NON-DISCRIMINATION CLAUSE AND CLAUSES**

This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

(2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered
6. The Agreement is further amended to insert the following new section, numbered as Section 17:

17.0 GENERAL CIVIL RIGHTS CLAUSE

The Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Operator and subtier contractors 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.

This provision obligates the tenant/concessionaire/leasee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) The period during which the airport sponsor or any transferee
retains ownership or possession of the property.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

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

2. **Non-discrimination:** 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 and subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitation 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 obligation under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

7. The following Section are renumbered as:

   Section 16.0 - Section 18.0
   Section 17.0 - Section 19.0
   Section 18.0 - Section 20.0
   Section 19.0 - Section 21.0
   Section 20.0 - Section 22.0
   Section 21.0 - Section 23.0
8. Current Section 25.0, Covenants Against Discrimination, is amended to read as follows, with new text underlined, deleted text struck through and is renumbered as Section 27:

27.0 COVENANTS AGAINST DISCRIMINATION

27.1 ACDBE Policy. The Authority has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations. It is the policy of the U.S. Department of Transportation (DOT), that Disadvantaged Business Enterprises ("DBE's") as set out defined in 49 CFR Part 23. The Authority has received federal funds authorized for airport development after January, 198 and has signed airport grant assurances that it will comply with 49 CFR Part 23. and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. It is the policy of the Authority to ensure that ACDBE's, as defined in Part 23, have an equal opportunity to receive and participate in airport concession activities. Consequently, the ACDBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Operator 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. The Program outlined herein
applies to all Airport concessions, management agreements, and other agreements covered by the Regulations (collectively “concession-related contracts”). In this regard, Operator shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that ACDBEs have the maximum opportunity to compete for and perform contracts.

27.2 Prompt Payment Requirements. Authority has adopted an ACDBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Operator agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Operator receives from Authority. Operator agrees further to return any retainage payments to each subcontractor within forty-five (45) fifteen (15) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both ACDBE and non-ACDBE subconsultants.

27.3 Incorporation of Provisions. Operator shall include the provisions of paragraphs 27.1 through 27.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Operator shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Operator becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such
direction, Operator may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Operator may request the United States to enter into such litigation to protect the interests of the United States.

27.4 ACEBE Participation. The Authority goal established for participation in this contract by Airport Concessions Disadvantaged Business Enterprises (ACDBEs) is eighteen percent (18%). ACDBE Participation will be measured in accordance with 49 CFR sections 23.25 and 23.55, based on gross receipts of ACDBEs, and expenditures for materials and supplies purchased from ACDBEs. If this Agreement is amended for a longer term, the Authority, at such time, will review and evaluate the extent of ACDBE participation/achievement based on the original 18% goal. Based on this evaluation, the Authority will consider whether an increase or decrease in ACEBE participation is warranted.

27.5 ACDBE Substitutions. Good Faith Efforts when an ACDBE is replaced on a concession (26.53(f)) the Authority will require a concessionaire to make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. The FAA will require the concessionaire to notify the ACDBELO immediately of the ACDBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, FAA will require the concessionaire to obtain its prior approval of the substitute ACDBE and to provide copies of new or amended.
subcontracts, or documentation of good faith efforts. If the concessionaire fails or refuses to comply in the time specified, Authority may issue a termination for default proceeding.

9. Current Sections 26.0 – 30.0 are renumbered as Sections 28.0 – 32.0, respectively.

10. The Agreement is amended to delete the following Section (currently Section 31.0) in its entirety and replace it with the following as Section 33.0:

33.0 TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of the Agreement to the contrary, Authority will have the option to immediately terminate the Agreement, in the exercise of its sole discretion, if Operator 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.

11. Current Sections 32.0 – 35.0 are renumbered as Sections 34.0 – 37.0, respectively.

12. The remaining provisions of the Agreement are in full force and effect as if set forth in this First Amendment and Extension Agreement in full.
IN WITNESS WHEREOF, Authority and Operator have executed these presents
this ______ day of ___________, 2019.

ATTEST: LINDA DOGGETT
Clerk of Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: __________________________
Deputy Clerk

By: __________________________
Chair or Vice Chair

APPROVED AS TO FORM:

By: __________________________
Port Authority Attorney’s Office

Signed, Sealed, and Delivered in the presence of:

SP PLUS CORPORATION., PROVIDER

Witness
Signature

Witness
Printed Name

SEAL
Title
ATTACHMENT “A-1”
COMPENSATION SCHEDULE

COMPENSATION AND METHOD OF PAYMENT

The Authority shall pay the Operator for all services in the amounts specified below, or as otherwise provided for in the Agreement.

A. Fixed Annual Management Fee -

Extension Contract Year 1 Management Fee: $275,750
Extension Contract Year 2 Management Fee: $275,750
Extension Contract Year 3 Management Fee: $275,750

(Annual Fee, Invoiced Monthly)

B. Credit Card Processing Fee: 4.5%

(As a percentage of Credit Card receipts processed)

C. Shuttle Bus Maintenance Fee –

Fixed Fee:
2016 Ford E-150 Cutaway Flex Fuel Bus (Std): $257.00 per bus/monthly
2016 Ford E-150 Cutaway Flex Fuel Bus (ADA): $257.00 per bus/monthly

For fifteen (15) Standard plus four (4) ADA approved Shuttle Buses (total fleet 19), invoiced monthly over a term of 36 months (October 1, 2020 through September 30, 2023), contingent upon Operator’s submission of a subcontract agreement with a properly licensed, qualified, and certified fleet maintenance provider that is approved by the Authority.

During the extended term of the Agreement, Operator must maintain a monthly average Bus In-Service Factor (BIF) performance standard of 78% for the shuttle bus fleet. If the average monthly BIF falls below 78% for any given month, the Authority may, at its sole discretion, have the option to reduce the total fleet fixed maintenance fee by a percentage amount of up to the difference between the established and the actual BIF by written notice to Operator.
D. Annual Pro-Rata Auto Liability Insurance Adjustment (Credit or Debit)

   Per Ford E-150 Cutaway Shuttle Bus $6,000
   Per Operating Service Vehicle (two axle) $1,500
   Per Utility Vehicle (golf cart or similar, in-lot use) $ 750

Annual amounts based on quarterly policy term increments as authorized by the Authority.
Lee County Airport Authority  
Southwest Florida International Airport (RSW)  
c/o Julio Rodriguez, DBE Manager  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
EMAILED TO: Julio Rodriguez < jarodriguez@flylcpa.com >

Airport Concessions Disadvantaged Business Enterprise Liaison Officer:

This letter is in reference to the FAA’s Airport Concessions Disadvantaged Business Enterprise (ACDBE) program. Thank you for your ACDBE Program waiver request regarding a Long-Term and Exclusive Lease (LTE) for one of your airport concessions. This specifically is in response to your request for FAA approval of the Parking Management Services concession agreement, in accordance with 49 CFR Part 23.75, at RSW. This agreement provides for the operation, management, and maintenance of parking facilities at RSW to be managed by Prime Concessionaire SP Plus Corporation. Participating suppliers on the contract are ACDBE firms, Flying Leap, Inc. and Global Parking Systems. The combined participation of both ACDBE firms is estimated to be approximately 28% over the proposed eight-year term ending September 30, 2023; the set ACDBE contract goal is 18%. The contract initially had a five-year term that commenced on October 1, 2015, however, it did not include contract renewal options at the time. The airport has stated that this LTE approval is being requested because after analysis of the contract RSW expects the contract to satisfy on-airport transportation needs for up to eight years.

In accordance with Section 23.75(b), we have reviewed your request along with the supporting documentation you provided. Based on the information you provided, the FAA finds that the plan for a LTE agreement not to exceed eight years, meets the requirements of Section 23.75(c) (1-7). Accordingly, the FAA approves granting an exception to the rule against LTE concession agreements for purposes of this request.

Again, thank you for your request and your continued attention to and support of the very important ACDBE program. If you have any questions or need any other assistance, contact me at any time. If you need to make any significant changes to the program or goals during the period covered, please submit the revisions that may occur, as needed, for FAA consideration and records. I can be reached at Keturah.Pristell@faa.gov.

Sincerely,

Keturah Pristell, DBE & ACDBE Compliance Specialist  
FAA Office of Civil Rights Southern Region
## BOARD OF PORT COMMISSIONERS
**OF THE**
**LEE COUNTY PORT AUTHORITY**

<table>
<thead>
<tr>
<th>1. REQUESTED MOTION/PURPOSE:</th>
<th>Request Board rank qualifications submitted for LOQ#19-01TB Professional Bond Underwriting Services for the Lee County Port Authority.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. FUNDING SOURCE:</td>
<td>N/A</td>
</tr>
<tr>
<td>3. TERM:</td>
<td>5 years</td>
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<tr>
<td>4. WHAT ACTION ACCOMPLISHES:</td>
<td>Competitively selects 1 firm to serve as Senior Manager and 2 firms to serve as possible Co-Manager for professional bond underwriting services.</td>
</tr>
<tr>
<td>5. CATEGORY:</td>
<td>8. Administrative Agenda</td>
</tr>
<tr>
<td>6. ASMC MEETING DATE:</td>
<td>9/17/2019</td>
</tr>
<tr>
<td>7. BoPC MEETING DATE:</td>
<td>11/7/2019</td>
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</tbody>
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### 8. AGENDA:
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- **X** ADMINISTRATIVE

### 9. REQUESTOR OF INFORMATION:
- (ALL REQUESTS)
- NAME: Ben Siegel
- DIV: Administration

### 10. BACKGROUND:
On June 25, 2019 the Lee County Port Authority advertised LOQ 19-01 TB for Professional Underwriting Services. The LOQ was advertised in local newspapers, on the Port Authority's web site and various Airport organizations. Requested information required in the LOQ included:

- The Underwriting firm or Principal must have performed Senior Underwriting Experience to at least 3 commercial airports since 2016
- Firm to provide specific bond rating strategies for the Airport.

10 submittals were received on July 23, 2019 from the following firms (in alphabetical order)

1. Bank of America/Merrill Lynch
2. Citigroup Global Markets
3. JP Morgan
4. Piper Jaffrey
5. PNC
6. Ramirez
7. Raymond James
8. RBC
9. Rock fleet
10. UBS

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### 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

### 13. PORT AUTHORITY ACTION:
- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
A publicly noticed meeting of the Staff Evaluation Committee was held on August 23, 2019, to develop staff summaries, review comments and recommendations for the Airports Special Management Committee (ASMC) for their consideration. To assist the ASMC and Board in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responding LOQ’s. Staff’s review of the written LOQ’s was done in accordance with the May 2019 Board approved revisions to the LCPA Purchasing Manual. One firm (Rockfleet) was deemed unresponsive and therefore not in consideration. As a result, the Staff Evaluation Committee scored the LOQ’s as follows:

1. Bank of America/Merrill Lynch
2. Citigroup Global Markets
3. Raymond James
4. UBS
5. JP Morgan
6. Ramirez
7. RBC
8. Piper Jaffrey
9. PNC

Staff recommends that the ASMC rank firms in accordance with staff’s review and scoring of the written letters of qualifications of the top three (3) firms, with the first ranked firm serving as Senior Manager and the second and third ranked firms serving as possible Co-Managers.

However, if the ASMC would like to hear oral presentations prior to their ranking, staff would recommend those be held with the top five (5) firms as reviewed and scored by staff, with presentations at a future ASMC meeting.

Attachments:
LOQ 19-01 TB Master
Addendum #1
Addendum #2
Staff Summaries
References
REQUEST FOR LETTERS OF QUALIFICATIONS (LOQ) 19-01TB

FOR

PROFESSIONAL BOND UNDERWRITING SERVICES
LEE COUNTY PORT AUTHORITY

DATED: June 25, 2019

SUBMITTALS DUE: JULY 23, 2019
2:00 P.M., LOCAL TIME

DESIGNATED CONTACT
Terri L. Bortz, Purchasing Agent
Telephone (239) 590-4554 * Fax (239) 590-4539
E-mail: tlbortz@flylcpa.com
NOTICE - IMPORTANT DATES
Lee County Port Authority (hereafter referred to as “Authority”) invites the submission of Letters of Qualifications (LOQ) from interested corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide the services as specified in this Request for Letters of Qualifications.

PRE-SUBMITTAL MEETING
☐ A pre-submittal meeting has been scheduled for _________________ at Southwest Florida International Airport, Wright Brothers Conference Room, 3rd floor, 11000 Terminal Access Road, Fort Myers, Fla. 33913-8899.

The purpose of the pre-submittal meeting will be to discuss the requirements and objectives of this Request for Letters of Qualifications and to answer any questions potential responding firms may have about the Request for Letters of Qualifications. At the pre-submittal meeting the Authority will attempt to answer all questions received, reserving the right, however, to answer any question(s) in writing in a subsequent addendum to the Request for Letters of Qualifications. Attendance is highly encouraged.

☐ There is no pre-submittal meeting planned for this procurement.

DUE DATE, TIME, AND PLACE OF PUBLIC OPENING:
Sealed Letters of Qualifications must be received at Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, no later than 2:00 p.m., local time, Tuesday, July 23, 2019. Submittals will be publicly opened in the Wright Brothers Conference Room on the 3rd floor of the Airport Terminal Building.

DEADLINE FOR CLARIFICATION REQUESTS
Tuesday, July 9, 2019, at 5:00 p.m. local time, is the deadline for interested parties to submit any requests for clarification of these specifications. All inquiries, suggestions or requests pertaining to this request for Letters of Qualifications must be submitted to the designated contact in the Lee County Port Authority Purchasing Office by this time (see contact information below). This deadline has been established to maintain fair treatment for all potential respondents, while ensuring an expeditious selection process.

DESIGNATED CONTACT
Terri L. Bortz, Purchasing Agent
Telephone (239) 590-4554 * Fax (239) 590-4539
E-mail: tlbortz@flylcpa.com
SECTION A
INSTRUCTIONS TO RESPONDENTS

Lee County Port Authority, a political subdivision of Lee County (hereafter Authority) will receive sealed submissions (hereafter LOQ's) from individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida and experienced in providing the services as described in this Request for Letters of Qualifications. In order to receive consideration, Respondents must meet the minimum qualifications and comply with the following instructions.

A.01 PUBLIC OPENING OF SEALED LETTERS OF QUALIFICATIONS

Sealed LOQ's will be publicly opened on Tuesday, July 23, 2019, at 2:00 p.m. local time, in the Wright Brothers Conference Room on the 3rd floor of the Airport Terminal Building, 11000 Terminal Access Road, Fort Myers, FL 33913-8899. All Respondents or their representatives are invited to attend.

Letters of Qualifications received after Tuesday, July 23, 2019, at 2:00 p.m. local time, will not be considered. It is the sole responsibility of the Respondent to have their LOQ delivered to the location of the public opening on or before the stated time and date. If a LOQ is sent by U.S. Mail or other delivery service, the Respondent will be responsible for its timely delivery to the opening location. LOQs delayed by mail or delivery service will not be considered, will not be opened at the public opening and arrangements will be made for their return at the Respondent’s request and expense.

No review or analysis of the submitted LOQs will be conducted at the public opening. At the opening the Authority will make public the names of the Respondents which submitted a LOQ and the city and state in which they reside.

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

A.02 SUBMISSION OF SEALED LETTERS OF QUALIFICATIONS

The contents of your sealed LOQ package must include:

- One (1) original -- clearly marked “Original” and labeled with the proposing firms name and address, and;
- Eight (8) identical hard copies -- which clearly identify the responding firm and are each marked “Copy”, and;
- One (1) identical electronic copy in Adobe PDF format as a single file on a nonreturnable USB flash/travel drive. Do not password protect or otherwise encrypt the electronic submission.

All physical and electronic copies must be identical. In the case of discrepancy between the hard copy original and the paper copies and/or the electronic submittal, the hard copy original will govern. Submit the complete LOQ in one sealed package clearly marked as follows:
“LOQ 19-01TB: PROFESSIONAL BOND UNDERWRITING SERVICES” with the return address of your company clearly marked on the outside, and deliver to:

LEE COUNTY PORT AUTHORITY PURCHASING OFFICE, 3rd FLOOR
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
11000 TERMINAL ACCESS ROAD, SUITE 8671
FORT MYERS, FLORIDA 33913-8899

Electronically submitted or faxed LOQs will not be considered. All documents resulting from this competitive solicitation will become the sole property of the Authority.

A.03 SECURING SOLICITATION DOCUMENTS AND ADDENDA
The Authority utilizes a third party provider, Public Purchase, to release its solicitation documents including any addenda or award results. Interested firms may register at https://www.publicpurchase.com/gems/register/vendor/register or by contacting Public Purchase Vendor Support at (801) 932-7000 to arrange to receive notifications free of charge.

In addition, the LOQ and all related documents may be accessed by contacting the designated Purchasing Office representative.

A.04 QUESTION AND CLARIFICATION PERIOD
Each Respondent will examine all Request for Letters of Qualifications solicitation documents and will judge all matters relating to the adequacy and accuracy of such documents. Inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation documents must be made in writing and sent to the designated Purchasing Office representative. All questions received and responses given will be provided in the form of a written addendum to this Request for Letters of Qualifications. The Authority will not be responsible for oral interpretations given by any Authority employee, representative, or others. The issuance of a written addendum issued by the Purchasing Office is the only official method whereby interpretation, clarification or additional information can be given.

All inquiries, suggestions or requests pertaining to the Request for Letters of Qualifications must be submitted to the Authority Purchasing Office on or before the deadline for clarification requests indicated on the Notice – Important Dates.

A.05 ADDENDA
Interpretations, corrections or changes made by the Authority to this Request for Letters of Qualifications will be made by written addenda. It shall be by the Authority the responsibility of the Respondent, prior to submitting its LOQ, to review all addenda posted on Public Purchase or to contact the Purchasing Office to determine if addenda were issued and to acknowledge and incorporate same into Respondent’s submittal.

A.06 LETTERS OF QUALIFICATIONS EXPENSES
All costs incurred by Respondent(s) in responding to this Request for Letters of Qualifications and in participating in any interviews/presentations/demonstrations, including travel, shall be borne entirely by the Respondent.
A.07  BINDING OFFER
A submitted LOQ made pursuant to this Request for Letters of Qualifications will be considered a binding offer to perform the required services, assuming the terms of a professional services agreement are negotiated satisfactorily. The submission of a LOQ shall be taken as prima facie evidence that the Respondent has fully familiarized itself with the contents of this Request for Letters of Qualifications. LOQs will be in force for a period of one hundred and twenty (120) days from the date of the public opening.

A.08  RESERVATION OF RIGHTS
The Authority reserves the right to accept or reject any or all LOQs; to select one or more LOQ; to re-advertise this Request for Letters of Qualifications; to postpone or cancel the procurement process related to this Request for Letters of Qualifications; to waive irregularities in the procurement process or waive technicalities in the LOQs submitted thereto; to request additional information and documentation; and to change or modify the LOQ schedule or process outlined herein, at any time.

The Authority reserves the right to conduct an investigation as it deems necessary to determine the ability of any Respondent to perform the work or service requested. Upon request by the Authority, Respondent shall provide all information requested by the Authority for its investigation. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of the Respondent, verification of availability of equipment and personnel, and past performance records.

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

A.09  WITHDRAWAL OF LOQ
LOQs may be withdrawn by written request to the Purchasing Office if Respondent discovers a mistake has been made prior to the date and time fixed for the public opening. A copy of the written request shall be retained and the unopened LOQ returned to the Respondent.

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

After the public opening, but before a contract is signed, a Respondent alleging a material mistake of fact may be permitted to withdraw its LOQ if:

1) The mistake is clearly evident in the solicitation document; or

2) Respondent submits evidence which clearly and convincingly demonstrates that a mistake was made in its LOQ. Request to withdraw a LOQ must be in writing and approved by the Purchasing Manager.
A.10 FALSE OR MISLEADING STATEMENTS
LOQs which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Respondent, may be rejected. If, in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the LOQ and the attribute, condition, or capability is a requirement of this Request for Letters of Qualifications, such Respondent will be disqualified from consideration and may be disqualified from submitting a response to future solicitation opportunities.

A.11 JOINT VENTURES
Respondents intending to submit a LOQ as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other state or local licensing agencies as required by Florida Statute Section 489.119, prior to the date and time set for the public opening.

A.12 NO LOBBYING
Respondents are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, members of the Airports Special Management Committee and all Authority employees (with the exception of designated Purchasing Office personnel) are not to be lobbied, either individually or collectively, regarding this Request for Letters of Qualifications. After the issuance of this solicitation, no prospective Respondent shall contact or communicate with or discuss any matter relating in any way to this solicitation with any Authority officers, agents or employees except for the Purchasing Office contact listed above. This prohibition includes copying all such persons on written communications (including email correspondence) but does not apply to presentations made to Staff Evaluation Committees or at a Board of Port Commissioners meeting or Airports Special Management Committee meetings when the commission or committee is considering approval of a proposed agreement or purchase order. This requirement ends upon final execution of the agreement or purchase order or at the time the solicitation is cancelled.

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

ANY RESPONDING FIRM OR INDIVIDUAL CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR LETTERS OF QUALIFICATIONS.

A.13 SCRUTINIZED COMPANIES
The Authority will have the option to immediately terminate any agreement resulting from this Request for Qualification, in the exercise of its sole discretion, if a Respondent is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Each Respondent certifies, by submission of the certification attached as Form 5, that it is not listed on any Scrutinized Companies List described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or LOQ under Section 287.135, Florida Statutes.
A.14 PUBLIC ENTITY CRIMES
In accordance with Florida Statute 287.133, a person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a LOQ on a contract to provide any goods or services to a public entity; may not submit a LOQ on a contract with a public entity for the construction or repair of a public building or public work; may not submit LOQs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

A.15 NONDISCRIMINATION
Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964; the Restoration Action of 1987; and the Florida Civil Rights Act of 1992, as said regulations may be amended, the successful Respondent must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors and/or sub-consultants, including procurements of materials and leases of equipment. The successful Respondent will not participate directly or indirectly in the discrimination prohibited by the act and applicable regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

A.16 GENERAL CIVIL RIGHTS
The successful Respondent shall comply with pertinent statute and executive orders as such rules are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, marital status or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds the successful Respondent and its subcontractors from the solicitation period through completion of the contract. This provision is in addition to the provisions required by Title VI of the Civil Rights Act of 1964.

A.17 DISADVANTAGED AND/OR MINORITY OWNED BUSINESS ENTERPRISE
The Authority has established Disadvantaged Business Enterprise (DBE) and Women and Minority-Owned Business Enterprise (W/MBE) Programs for the purpose of increasing contracting and procurement opportunities for DBEs and W/MBEs and is firmly committed to effectively implementing its DBE and WMBE Programs. The Authority’s DBE and W/MBE goals will be established on a task-by-task basis after award of the prime contract based on funding, availability of workforce, specialization of required services, etc. Typically these goals are between ten percent (10%) and twenty percent (20%).

It is the policy of the Authority that DBEs and W/MBEs have full and fair opportunity to compete for and participate in the performance of contracts on federally funded and non-federally funded Authority capital projects including the provision of materials and supplies. The Authority will encourage all current and prospective contractors, consultants, subcontractors, and sub-consultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and W/MBEs and to encourage the development of existing and new DBEs and W/MBEs.
A business certified as a W/MBE by the State of Florida Office of Supplier Diversity (OSD) or certified as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FUCP) will be eligible to participate as a DBE or W/MBE on this prime contract.

A.18 PUBLIC RECORDS:
Responses to this Request for Letters of Qualifications are public records available for inspection by the public upon issuance of the Authority's notice of intended decision or thirty (30) days after the public opening, whichever is sooner, pursuant to Florida Statute, Section 119.071. If the Authority rejects all LOQs and concurrently notices its intent to reissue the solicitation, the rejected LOQs are exempt from public disclosure until such time as the Authority provides notice of an intended decision concerning the reissued solicitation or until the Authority withdraws the reissued solicitation. A LOQ is not exempt for longer than twelve (12) months after the initial notice of rejection of all LOQs. Pursuant to Florida Statute, Section 119.0701, to the extent a successful Respondent is performing services on behalf of the Authority, successful Respondent must:

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

2) Upon request from the Authority’s custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119.

3) Ensure that the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Respondent does not transfer the records to the Authority.

4) Upon completion of the contract, transfer, at no cost to the Authority, all public records in its possession or keep and maintain public records required by the Authority to perform the service. If the successful Respondent transfers all public records to the Authority at the completion of the contract, the successful Respondent shall destroy any duplicate records that are exempt from public disclosure requirements. If the successful Respondent keeps any public records, it shall meet all requirements for maintaining and retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

A.19 CONFIDENTIALITY OF SECURITY RELATED RECORDS
Pursuant to Florida Statutes, Section 119.071(3), the following records (hereafter referred to as “confidential security records” are confidential and exempt from public disclosure:

1) A security system plan or portion thereof for any property owned by or leased to the Authority or any privately owned or leased property held by the Authority.

2) Building plans, blueprints, schematic drawings and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of any building, arena, stadium, facility or other structure owned or operated by the Authority.
3) Building plans, blueprints, schematic drawings and diagrams, including draft, preliminary and final formats, which depict the internal layout or structural elements of an attraction or recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of or submitted to the Authority.

The successful Respondent shall not, as a result of a public records request or any other reason, disclose the content of, or release or provide copies of confidential security records to any other party without the express consent of the Authority.

A.20 TRADE SECRETS

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

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

To the extent Respondent desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the LOQ that are not declared as trade secret. In addition, Respondent shall cite, for each trade secret claimed, the Florida statute number which supports the designation. Further, the LOQ must include a brief explanation as to why the cited statute is applicable to the information claimed as trade secret. Additionally, Respondent shall provide a hard copy of its LOQ that redacts all information designated as trade secret. In conjunction with any trade secret designation, Respondent acknowledges and agrees that:

1) Trade secret requests made after opening will not be considered. However, the Authority reserves the right to clarify the Respondent’s request for a trade secret at any time; and,

2) The Authority, its officials, employees, agents and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret; and,

3) That after notice from the Authority that a public records request has been made for Respondent’s LOQ, the Respondent, at its sole expense, shall be responsible for defending its determination that the submitted material is a trade secret and is not subject to disclosure. Action by Respondent in response to notice from the Authority shall be taken immediately, but no later than 10 calendar days from the date of notification or Respondent will be deemed to have waived the trade secret designation of the materials.

Respondent shall indemnify and hold harmless the Authority and its officials, employees, agents and representatives from any actions, damages (including attorney’s fees and costs) or claims arising from or related to the designation of trade secrets by the Respondent, including actions or claims arising from Authority’s nondisclosure of the trade secret materials.
A.21 GOVERNING LAWS/RULES/REGULATIONS
The successful Respondent shall be solely responsible for obtaining and maintaining all state, federal and local licenses required to perform the scope of services. The Respondent shall ensure compliance with all laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority.

A.22 NONEXCLUSIVITY OF AGREEMENT
By responding to this Request for Letters of Qualifications any selected Respondent understands and agrees that any resulting contractual relationship is nonexclusive and that the Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

A.23 AVAILABILITY OF PERSONNEL
Personnel described in the LOQ must be available to perform the services as described. All personnel shall be considered to be employees or agents of the Respondent and not employees or agents of the Authority.

A.24 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES
Other governmental entities may desire to utilize, i.e., piggyback, the resulting agreement, if any, subject to the rules and regulations of that governmental entity. The Authority accepts no responsibility for other agreements entered into utilizing this method.

A.25 ASSIGNMENT OF AGREEMENT
A successful Respondent may not assign any agreement resulting from this Request for Letters of Qualification without the prior written approval of the Authority.

A.26 TERMINATION
The agreement between the Authority and the successful Respondent will contain a clause whereby the agreement may be terminated for the convenience of the Lee County Port Authority at any time during the term of the agreement upon thirty (30) days written notice to the successful Respondent.

END OF SECTION A
SECTION B
PROJECT INFORMATION & SCOPE OF SERVICES

B.01 PROJECT INTRODUCTION
The Lee County Port Authority (“Authority”) invites the submission of Letters of Qualifications from interested and qualified firms to provide Professional Bond Underwriting Services.

The intent of this Request for Letters of Qualifications and the resulting agreement is to obtain a qualified Respondent to provide Professional Bond Underwriting Services to the Authority as needed for a specified duration.

B.02 PORT AUTHORITY BACKGROUND INFORMATION
The Authority operates both Southwest Florida International Airport (RSW) and Page Field (FMY).

Southwest Florida International Airport is an award-winning medium-hub commercial service airport located in Fort Myers, Florida with an annual economic impact of more than $8.4 billion to the region. RSW served nearly 9.4 million passengers in 2018, and is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve RSW with nonstop service throughout the United States and international service to Canada and Germany. A new terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest in the nation and offering a top-rated travel experience. The airport is currently undertaking a $219 million expansion project to meet the demands of increased passenger traffic.

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

Capital Improvement Projects and Plan of Finance
The Authority currently has three major RSW projects in various stages of design:

**Air Traffic Control Tower**
- $82M estimate
- Design complete and bids are in
- Construction to begin Summer 2019

**Terminal Expansion Project**
- $219M estimate
- 60% design, 100% design expected November 2019
- Construction to begin late-2020 with completion in 2023
Passenger Boarding Bridge Replacement
- $35M estimate
- 60% design, 100% expected in 2019
- Replacement to begin in 2020 and 18 months to complete

The Finance plan is to issue GARBs for an estimated $275M in mid-2020. Additional information about RSW and Page Field is available online at www.flylcpa.com

B.03 SCOPE OF PROFESSIONAL SERVICES
The Authority will select and rank Respondents to serve as the Authority’s managing underwriters. From this list the Authority will select one (1) Respondent to be the Senior Managing Underwriter and at least one (1) Respondent to serve as a possible co-manager for specific bond issues during the term of the professional services agreement. The Authority reserves the right, however, to have a Senior Managing Underwriter only for any specific bond issue. Also, the Authority reserves the right to name a Respondent initially selected as a co-manager to serve as the Senior Managing Underwriter for any reason. The Authority further reserves the right to supplement or modify the underwriting team at any time and at the sole discretion of the Authority. JOINT RESPONSES WILL NOT BE ACCEPTED.

B.04 TERM OF AGREEMENT
As a result of this competitive selection the Authority intends to enter into an agreement with the successful Respondent(s) to provide bond underwriting services on an on demand, as-needed, basis for a term of up to five (5) years.

END OF SECTION B
SECTION C

CONTENT OF RESPONDENTS LOQ

The information each Respondent provides will be used to determine those Respondents with the perceived ability to perform the scope of services as stated in this Request for Letters of Qualifications, which may best overall meet the needs of the Authority. For more information, refer to Section D, Evaluation of Letters of Qualifications.

C.01 INFORMATION TO BE SUBMITTED

The information identified in this section must be contained within your LOQ. The contents of each LOQ shall be separated and arranged with tabs in an 8.5” x 11” format and in the same order and following the same format as listed in this Section C, identifying the response to each specific item.

The following criteria will be evaluated for each Respondent: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each Respondent and whether a Respondent is a certified disadvantaged business enterprise.

The information submitted in response to this Request for Letters of Qualifications serves as the established evaluation criteria when determining the selection of a successful Respondent and award of future work under this Request for Letters of Qualifications.

Section 1 - Minimum Qualifications

To qualify for consideration, the Respondent(s) must present proof of any licensing or certification which will be required by law to perform the services set forth in Section B, Project Information & Scope of Services. If no licensing or certification is required, Respondent shall indicate same.

The firm selected to perform as Senior Manager must have experience providing underwriting services in the capacity of Senior Manager for at least three (3) commercial airports since January, 2016.

In addition, the principal representing the firm selected to perform as Senior Manager must have experience providing underwriting services for at least three (3) commercial airports since January, 2016.

All LOQs meeting the minimum qualifications will be considered by an Staff Evaluation Committee.

Section 2 - Executive Summary

An executive summary including a brief statement of client oriented approach, understanding of work to be performed, organizational structure (including organizational chart), office location(s) and an understanding of the Authority's goals and objectives. This information should not exceed five (5) pages including the organizational chart.
Section 3 - Principal
Provide the name, address and telephone number of one (1) person currently employed by the Respondent who will serve as the lead individual Principal responsible for the timely provision of all services and to whom all communications will be directed. The Principal is defined as the day-to-day representative who will be the primary contact for the Authority and who will possess the authority to make decisions on behalf of the Respondent. The Principal will be required to be available on demand throughout the term of the agreement.

Provide the office location and address to which the Principal is assigned and currently working.

Provide a list of any degrees earned by the Principal and name the issuing educational institutions.

Provide the total number of years of experience the Principal has specifically managed underwriting services.

Provide employment dates for the Principal and, if applicable, show prior roles held and date of employment at the same firm.

Describe your firm’s municipal finance presence in Florida. Please provide the number of employees and number of offices in the state and indicate how many of those offices and employees are involved in the municipal finance business.

Section 4 - Firm Depth, Offices and Employees
Provide the following information:

1) Location of corporate headquarters
2) Total number of employees. List the ratio of full-time to part-time employees, as well as any contractual employees
3) Number of offices worldwide and number of employees per office
4) Number of offices in the United States and number of employees per office
5) Number of offices in Florida. Provide specific locations of each office and indicate the number of employees per office

Section 5 - Airport Underwriting Experience
Using the table below, please provide tabular summaries of your firm’s experience as an underwriter on negotiated airport GARB transactions each year since Jan. 1, 2016.

Please note that experience listed in this table should be limited to that of the firm and the individuals while employed at your firm; experience that members of your team obtained while working at other firms should NOT be included. You may note such experience at other firms in your narrative leading into the table. However, no amounts drawn from experience at other firms should be included in the table below.

Separately, provide a list of the financings, which are summarized in the table and include sale date, issuer name, issue size, issue description, purpose (new money, refunding, multi-purpose), tax status, coupon type, and final maturity.
Section 6 - Bond Rating Strategies
Describe what you view as the challenges the Authority may encounter in the process of obtaining ratings for its bonds. What issues would you recommend the Authority address, and what points should be emphasized in order to receive the highest possible ratings for these bonds? Please try to describe issues that you feel are specific to Southwest Florida International Airport, as opposed to being generally applicable to all airports.

Note: In preparing your response, firms are specifically advised not to contact the rating agencies about the Airport or otherwise discuss the Airport with representatives of the rating agencies. If the Authority learns that any firm has made such contacts or engaged in such discussions, that firm will be disqualified from further consideration in this selection process.

Section 7 - Other Information
Submit any additional information which would assist the Authority in the evaluation of your LOQ.

Section 8 - References
Respondents to this Request for Letters of Qualifications should fill out Form 2, Professional References, with the following information:

Identify three (3) airport clients that the Authority may contact as references. For each reference include contact name, title, address, current telephone number and email address.

Section 9 - Conflict of Interest/Business Ethics
Respondents shall disclose any circumstance where the conduct of the Respondent is being investigated or has been investigated in the past three (3) years by any legal or administrative body. If your firm is not being investigated, this fact should be stated.

The Authority desires to avoid any real or perceived conflicts of interest between the selected Respondent’s professional duties and obligations to the Authority and to any third party client during the term of the professional services agreement. Therefore, as part of the agreement, the selected Respondent may be prohibited from performing any work for any third party related to development on RSW or FMY, and may be prohibited from performing any work related to any property directly abutting an RSW or FMY boundary, or located within an RSW or FMY Runway Protection Zone, or within the RSW Noise Overlay Zone.

In responding to this Request for Letters of Qualifications, all Respondents acknowledge that any services performed for a third party that have the potential to be a real or perceived conflict may be in violation of the agreement with the Authority and cause for termination of the agreement. Responding firms shall identify and disclose any airline, other aviation related clients and any of their clients with an interest in real property development in the general proximity of RSW or Page Field to whom the firm is currently providing services, or expects to provide services during the term of any resulting agreement made pursuant to the Request for Letters of Qualifications, and the nature of the services provided. Potential conflicts of interest will be considered in evaluating responses to this Request for Letters of Qualifications. If no conflicts exist, this fact should be stated.
Section 10. Requested Forms/Certifications/Licenses
Respondent shall provide the following:

- Current Certificate of Insurance
- Current State of Florida Business License
- Completed and executed Forms 1 - 7

END OF SECTION C
SECTION D
EVALUATION OF LETTERS OF QUALIFICATIONS

D.01  LOQ EVALUATION
The Port Authority’s Staff Evaluation Committee shall meet to review the Letters of Qualifications at a publicly noticed meeting. After reviewing all submitted Letters of Qualifications, the Staff Evaluation Committee shall forward all Letters of Qualifications to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Staff Evaluation Committee will make recommendations to the Airports Special Management Committee. That includes a suggested order of preference of the firms the Staff Evaluation Committee finds most qualified to perform the requested services or that have submitted the best LOQ. Even though the Staff Evaluation Committee provides input and recommendations as part of the selection process, the Staff Evaluation Committee does not and cannot short-list the responding firms. In accordance with this Request for Letters of Qualifications, Florida Statutes and the Board approved Lee County Port Authority Purchasing Policies, the selection process, including potential short-listing of firms, oral presentations, etc., rests solely with the ASMC with final ranking approval by the Lee County Board of Port Commissioners.

The Airports Special Management Committee, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting Letters of Qualifications. If the ASMC decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning. During the oral presentations, the Principal listed in the LOQ must be the principal speaker.

The ASMC may waive oral presentations or interviews. If no oral presentations or interviews are requested, the Airports Special Management Committee selection shall be based on its review and evaluation of letters of qualified firms at its initial public meeting.

The Executive Director, or his or her authorized designee, the Authority staff, and members of outside agencies (i.e., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

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

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

Should the Airports Special Management Committee determine from its evaluations that there are less than three (3) qualified firms submitting Letters of Qualifications, it shall provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the circumstances.
The Board of Port Commissioners, after consideration of the recommendation(s) and order of preference reported by the Airports Special Management Committee, will take such action as it deems appropriate to approve, in order of preference, the firms that it deems qualified and capable to perform the required services, and authorize Port Authority staff to enter negotiations with the top ranked firm(s). The Airports Special Management Committee and the Board of Port Commissioners have the sole right to award multiple contracts under this solicitation and assign work based on Board endorsed policies.

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

D.02 AUTOMATIC DISQUALIFICATION
Respondents shall be disqualified from consideration for award of an agreement for any of the following reasons:

1) Failure to submit Respondents Certification with LOQ Submittal
2) Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Letters of Qualifications
3) Collusion with the intent to defraud or other illegal practices upon the part of any Respondent submitting Letters of Qualifications
4) Being on the Convicted Vendors List
5) Being on any Scrutinized Companies List or otherwise ineligible to submit a LOQ to provide services under Section 287.135, Florida Statutes
6) Not being registered to do business in the state of Florida prior to submitting Letters of Qualifications

D.03 RANKING OF LETTERS OF QUALIFICATIONS
The Staff Evaluation Committee will determine from the LOQs and subsequent investigation as necessary, the Respondent(s) whose LOQ best meets the Authority’s requirements.

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

1) Review all responses pursuant to the evaluation factors stated herein;
2) List Respondents in a recommended order of preference for further consideration in oral interviews, and presentations or;
3) Recommend a ranked order of preference of qualified respondents to the ASMC and Board of Port Commissioners;
4) Receive written clarification of a submitted LOQ.
### D.04 TENATIVE LOQ SCHEDULE

The following schedule has been established for this solicitation event. Refer to any issued addendum (a) for revisions to this schedule:

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 09, 2019</td>
<td>Question and Clarification Deadline</td>
</tr>
<tr>
<td>July 11, 2019</td>
<td>Final Addendum Released (if any)</td>
</tr>
<tr>
<td>July 23, 2019</td>
<td>LOQ Receiving Due Date and Time</td>
</tr>
<tr>
<td>Aug. 21-23, 2019</td>
<td>Staff Evaluation Committee Meeting</td>
</tr>
<tr>
<td>TBD</td>
<td>Interviews/Presentations/Discussions (if conducted)</td>
</tr>
<tr>
<td>September 17, 2019</td>
<td>ASMC Meeting</td>
</tr>
<tr>
<td>October 15, 2019</td>
<td>ASMC Meeting (if necessary)</td>
</tr>
<tr>
<td>November 07, 2019</td>
<td>Board of Port Commissioners review of recommendation and approval to negotiate with top-ranked Respondent(s)</td>
</tr>
</tbody>
</table>
SECTION E
NEGOTIATION OF THE AGREEMENT

E.01 GENERAL
The LOQ will serve as the basis for negotiating an agreement. Upon submission, all LOQs become the property of the Authority which has the right to use any or all ideas presented in any LOQ submitted in response to this Request for Letters of Qualifications, whether the LOQ is accepted or not.

E.02 NEGOTIATION
The ASMC will make recommendations to the Board of Port Commissioners of those respondents it determines are best qualified to perform services and with which the Authority should enter into negotiations, if any. Upon approval of the recommendations, the successful Respondent(s) will be invited to enter negotiations. These negotiations are generally relative to the scope of services to be performed and the associated costs.

E.03 AGREEMENT
Each firm selected to perform services under this solicitation will be asked to enter a professional services agreement containing general terms applicable to all services provided, without addressing specific bond issues. Prior to each of its publicly-offered bond sales, the Authority anticipates that it will execute a supplemental “Bond Purchase Agreement” with the underwriters of that issue.

E.04 AWARD
Award of any resulting agreement is subject to the approval of the Airports Special Management Committee and the Board of Port Commissioners.

END OF SECTION E
SECTION F
INSURANCE, INDEMNIFICATION & BONDS

Work performed under any resulting agreement made pursuant to this Request for Letters of Qualifications cannot commence until all insurance coverage indicated herein has been obtained. The cost for insurance coverage is the sole responsibility of the successful Respondent. The successful Respondent shall obtain and submit to the Purchasing Office within five (5) calendar days from the date of notice of intent to award, proof of the following minimum amounts of insurance on a standard ACCORD form. The insurance provided will include coverage for all parties employed by the Respondent. At the discretion of the Authority, all insurance limits may be reevaluated at any time during the term of the agreement.

<table>
<thead>
<tr>
<th>WORKERS COMPENSATION</th>
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<tr>
<td>Per Employee (disease)</td>
</tr>
<tr>
<td>Policy Limit</td>
</tr>
</tbody>
</table>

**PROFESSIONAL LIABILITY**

$3,000,000

**Additional Insured**
Lee County Port Authority shall be named as an additional insured on all policies except for workers’ compensation.

**Waiver of Subrogation**
Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful Respondent and its insurers in favor of the Authority on all policies including general liability, auto liability 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 remains in effect, successful Respondent shall furnish the Authority with a certificate of insurance using an ACORD form and containing the solicitation number with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. A copy of the firm's current insurance certificate or a statement from the firm's insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the Letters of Qualifications. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory. A waiver of subrogation in favor of the Authority will also be required.

**Policy on Request**
In addition, when requested in writing by the Authority, the successful Respondent will provide the Authority with a certified copy of all applicable insurance policies.
Change in coverage
The successful Respondent is required to provide a minimum of thirty (30) days written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. If the successful Respondent fails to meet the required insurance set forth herein, the Authority may terminate any agreement it has with the successful Respondent.

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

Subcontractor’s requirement
The successful Respondent must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

Sovereign Immunity
The successful Respondent understands and agrees that by entering an agreement with Respondent, the Authority does not waive its sovereign immunity and nothing herein shall be interpreted as a waiver of the Authority’s rights, including the limitation of waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

Indemnification, General Liability & Patent or Copyright
The successful Respondent shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the successful Respondent, or anyone performing any act required of the Consultant in connection with performance of any contract awarded pursuant to this Request for Letters of Qualifications.

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

The following Bonds or Performance and Payment Guarantees are required if checked:

☐ Bid Bond. If checked, a bid bond in the amount of $__________, or ___% of the total offer must be included with the sealed response and shall include project name.

☐ If checked, in lieu of the bid bond, bidder may file an alternative form of security in the amount of $________ or ___% of the total offer. Such alternative form of security may be in the form of a money order, a certified check, cashier’s check or an irrevocable letter of credit issued to the Lee County Port Authority.

☐ Payment and Performance Bond. If checked, a performance and payment bond in the amount of 100% of the award amount shall be presented by the successful Respondent within ten days of issuance of notice of intent to award.

END OF SECTION F
FORM 1: RESPONDENT'S CERTIFICATION

I have carefully examined this Request for Letters of Qualifications (LOQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Date:</th>
<th>Addendum #</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

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

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

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAXNUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS
FORM 2: PROFESSIONAL REFERENCES

The Authority requires three (3) airport client references.

References **ARE NOT to be submitted with the sealed LOQ made pursuant to this Request for Letters of Qualifications.**

The Respondent’s client providing the reference will return this form via email directly to the designated Purchasing Office representative listed herein. It is the Respondents’ responsibility to confirm directly with its client providing a reference that the required forms have been submitted. **DO NOT contact the Authority directly to verify if references have been submitted.**

1) Respondent to complete:
   a) Section 1 – Client/Reference Respondent information
   b) Section 2 - Reference Check. The name of the Respondent and project title

2) Client respondent shall complete the following;
   a) Section 3 - Reference questions. Additional pages may be used if needed. Submit directly to the designated Purchasing Office representative listed on the reference form. References should not be handled and/or returned by the Respondent.

Failure to have references submitted directly to Lee County Port Authority Purchasing Agent listed on the top of Form 2, on or before the due date via email noted on the reference check, may cause Respondent to be considered nonresponsive.

**This form should not be returned to the Respondent.**
## FORM 2: PROFESSIONAL REFERENCES
### PROFESSIONAL BOND UNDERWRITING SERVICES
#### FOR LEE COUNTY PORT AUTHORITY

### PERSON PROVIDING REFERENCE

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Please return completed form to:</td>
</tr>
<tr>
<td>Company:</td>
<td>Purchasing Agent: <strong>TERRI L. BORTZ</strong></td>
</tr>
<tr>
<td>Email:</td>
<td>Due Date: <strong>Tuesday, July 23, 2019</strong></td>
</tr>
<tr>
<td>Phone:</td>
<td>Total # Pages:</td>
</tr>
<tr>
<td></td>
<td>Phone: 239-590-4554 Fax:239-590-4539</td>
</tr>
<tr>
<td></td>
<td>Email: <strong><a href="mailto:tlbortz@flylcpa.com">tlbortz@flylcpa.com</a></strong></td>
</tr>
</tbody>
</table>

### Section 2
**Principal Information – Please Print Legibly**

| Firm Name: |
| Project Name: |

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

### Section 3

1. What was your job title and role during the referenced project?

2. Did the Principal effectively address performance issues? How?

3. Was the project completed on time?

4. Was the project completed within budget? If not, please explain.

5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?

6. Describe the relationship between the Principal and other members of the project team?

7. In your opinion, what was the Principal’s greatest strength in managing this project?

8. In your opinion, what was the Principal’s weakness?

9. Was the Principal proactive or reactive in resolving issues? Please explain.

10. Would you hire the Principal again? Why or why not?

---

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
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 _____________________ (Respondent), maker of the attached LOQ and that neither the Respondent nor its agents have lobbied to obtain an award of the Agreement required by this Request for Letters of Qualifications from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Letters of Qualifications. The prospective Respondent further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on ________________________________, by ________________________________ (name of person, officer or agent, title of officer or agent), of ________________________________ (corporation or partnership, if applicable), a ________________________________ (State of incorporation or partnership, if applicable), on behalf of the ________________________________ (corporation or partnership, if applicable). He/She is personally known to me or has produced ________________________________ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

(Serial or Commission No.)

NOTE - THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL RESPONDENTS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER.
FORM 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 Consultant certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal entity, department or agency.

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

______________________________________________________
Printed typed or stamped commissioned name of Notary Public

Notary Public – State of _________________________
County of ____________________________

Sworn to and subscribed before me this _______ day of ________________, 20__. 
Personally known _____ or produced identification ______________
(Type of identification)__________

Printed typed or stamped commissioned name of Notary Public
FORM 5: SCRUTINIZED COMPANIES CERTIFICATION

Respondent hereby certifies under penalties of perjury as of the date of submission of its LOQ to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Florida Statute; is not engaged in business operations in Cuba and Syria; and will not engage in “Boycott Israel” activities, as defined in Section 215.4725 (1)(a) Florida Statute (2016) that result in Respondent being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded pursuant to this Request for Letters of Qualifications.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING OFFICE FOR THE LEE COUNTY PORT AUTHORITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR LOQ FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE LEE COUNTY PORT AUTHORITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public
State of ________________
County of ________________

Sworn to and subscribed before me this______ day of __________________, 20____, by ______________________________________ who produced the following as identification _____________________________ (Type of identification) or is personally known to me. My Commission Expires________________.  

[stamp or seal]

_____________________________
[Signature of Notary Public]

_____________________________
[Typed or printed name]
FORM 6: LOCAL PREFERENCE AFFIDAVIT

The Respondent submitting an LOQ is either (check one)

☐ 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:

________________________________________
________________________________________
________________________________________
________________________________________
________________________________________

☐ Not a Local Vendor as defined by Lee County Ordinance No. 00-10, as amended by Lee County Ordinance No. 08-26, as amended by Lee County Ordinances 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__.

Personally known _____________________ or produced identification ____________________.

My Commission Expires ________________

(Type of identification) ________________________

__________________________________________

Printed, typed or stamped commissioned name of Notary Public
FORM 7: NO SUBMITTAL

Complete this form and submit it to the Purchasing Office in the event a decision is made to not prepare a submittal for consideration.

Please indicate the reason(s) for electing not to submit an LOQ for consideration by checking any appropriate item(s) listed below. Return this form to Purchasing Office, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 or email: tlbortz@flylcpa.com.

We are not responding to this Port Authority Request for Letters of Qualifications for the following reason(s):

____ Services are not available through our company
____ Too rigid
____ Too vague
____ Insufficient time allowed for preparation
____ Not clear
____ Other (please explain)

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

Name: ___________________________________________________________________________
Title: ___________________________________________________________________________
Phone: ___________________________________________________________________________
Firms and other interested parties are officially informed that the above-referenced Request for Letters of Qualifications is hereby revised, changed, and supplemented as set forth herein. This addendum is hereby incorporated in and made a part of the above-referenced LOQ. Receipt of this addendum must be acknowledged on Form 1, Respondent's Certification.

**Item 1. Questions and Responses:** The following questions were received by potential respondents on or before the date and time set for receipt of clarification requests. Responses are provided as follows:

**Amendments:**
Replace page 13 of 30 Section 1, paragraphs two and three with revised page 13 of 30
Replace page 22 of 30 Section F, Indemnification with revised page 22 of 30

---

**Q1. Whether companies from Outside USA can apply for this? (like, from India or Canada)**

**A.** Lee County Port Authority invites the submission of Letters of Qualifications (LOQ) from interested corporations, partnerships and other legal entities that are authorized to do business in the state of Florida to provide the services as specified in this Request for Letters of Qualifications. To receive consideration, respondents must present proof of licensing or certification that is required by law to perform the services in Florida. For additional minimum experience requirements, see Page 13 of 30, Section C, Contents of Respondent's LOQ, Section 1 – Minimum Qualifications.

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**Q2. Whether we need to come over there for meetings?**

**A.** Respondents may be asked to physically attend evaluation committee meeting(s) prior to award of an agreement for professional bond underwriter services, if deemed necessary by the Port Authority Staff Evaluation Committee, Airports Special Management Committee and/or the Board of Port Commissioners.

The successful respondent selected to perform the services pursuant to LOQ 19-01 will be required to physically or digitally meet with Authority representatives during the hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time between Monday and Friday on various occasions throughout the term of the agreement. Additionally, the successful respondent will be required to attend and/or present at Lee County Port Authority, Airports Special Management Committee meetings, and/or Board of Port Commissioners meetings to discuss financing strategies, opportunities or techniques during the financing process.
Q3. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

A. To avoid confusion, this solicitation is a Request for Letters of Qualification and not a Request for Proposals (RFP). Tasks related to this solicitation include preparing letters of qualifications for Authority consideration, responding to any inquiries made by the Authority related to your LOQ, and participating in evaluation committee meetings, if required by the Authority. These tasks, with the exception of participating in evaluation committee meetings, may be performed outside the USA. Participating in an evaluation committee meeting will require physical presence.

Tasks required of the successful respondent performing the bond underwriting services will require attendance and/or presentations to be delivered to Lee County Port Authority, Airports Special Management Committee, and/or Board of Port Commissioners meetings to discuss financing strategies, opportunities or techniques during the financing process.

Q4. Can we submit the proposals via email?

A. No. Refer to the following sections for specific instructions on submitting a sealed LOQ.
- Page two (2) of 30, DUE DATE, TIME, AND PLACE OF PUBLIC OPENING.
- Page three (3) of 30, Section A.01: PUBLIC OPENING OF SEALED LETTERS OF QUALIFICATIONS
- Page three (3) of 30, Section A.02: SUBMISSION OF SEALED LETTERS OF QUALIFICATIONS

Q5. Section 1 requests proof of licensing or certification required to perform the services described. Do the certifications requested in Section 10 fulfill this requirement? If not, can you please provide additional detail on what is required?

A. The Lee County Port Authority requires that each Respondent provide a copy of its licenses demonstrating their ability to do business in the state of Florida. The Respondent must provide proof of any licenses or certifications that are required by law in order to perform bond underwriting services.

Q6. Bond underwriting contracts are generally governed by a Bond Purchase Agreement, which is signed by both the Authority and its Underwriter(s). Indemnification is generally not a provision of a Bond Purchase Agreement. Will the Authority consider waiving the Indemnification provisions of the RFP and allowing the Bond Purchase Agreement’s provisions to govern the contract?

A. Authority has agreed to remove the Indemnification portion of Section F.

Q7. UBS requests that Section 1 of the LOQ be modified to allow minimum qualifications to include either current or prior firm experience, or as an alternative, that the component regarding firm experience be struck from the minimum qualifications.
A. Paragraphs two and three of Section 1 – Minimum Qualifications have been combined and revised to read as follows:

The firm selected to perform as Senior Manager must either:

1. Have firm experience providing underwriting services in the capacity of Senior Manager for at least three (3) commercial airports since January, 2016; OR

2. Have a principal representing the firm selected to perform as Senior Manager who has experience providing underwriting services for least three (3) commercial airports since January, 2016.

Q8. UBS requests that Section 5 of the LOQ be modified to allow for prior firm experience to be counted as part of the tabular summary table.

A. No revisions will be made to this section; however, Respondents are encouraged to provide information concerning prior firm experience in their submittal.

END OF ADDENDUM

Authorized by:  
Melissa M. Wendel, CPPO  
Purchasing Manager

Distribution
Gregory S. Hagen, Senior Assistant Port Attorney  
Brian McGonagle, Division Director Administration  
Terri L. Bortz, Purchasing Agent
SECTION C
CONTENT OF RESPONDENTS LOQ

The information each Respondent provides will be used to determine those Respondents with the perceived ability to perform the scope of services as stated in this Request for Letters of Qualifications, which may best overall meet the needs of the Authority. For more information, refer to Section D, Evaluation of Letters of Qualifications.

C.01 INFORMATION TO BE SUBMITTED
The information identified in this section must be contained within your LOQ. The contents of each LOQ shall be separated and arranged with tabs in an 8.5" x 11" format and in the same order and following the same format as listed in this Section C, identifying the response to each specific item.

The following criteria will be evaluated for each Respondent: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each Respondent and whether a Respondent is a certified disadvantaged business enterprise.

The information submitted in response to this Request for Letters of Qualifications serves as the established evaluation criteria when determining the selection of a successful Respondent and award of future work under this Request for Letters of Qualifications.

Section 1 - Minimum Qualifications
To qualify for consideration, the Respondent(s) must present proof of any licensing or certification which will be required by law to perform the services set forth in Section B, Project Information & Scope of Services. If no licensing or certification is required, Respondent shall indicate same.

The firm selected to perform as Senior Manager must have experience providing underwriting services in the capacity of Senior Manager for at least three (3) commercial airports since January, 2016.

In addition, the principal representing the firm selected to perform as Senior Manager must have experience providing underwriting services for at least three (3) commercial airports since January, 2016.

The firm selected to perform as Senior Manager must either:

1. Have firm experience providing underwriting services in the capacity of Senior Manager for at least three (3) commercial airports since January, 2016; OR
2. Have a principal representing the firm selected to perform as Senior Manager who has experience providing underwriting services for least three (3) commercial airports since January, 2016.

All LOQs meeting the minimum qualifications will be considered by an Staff Evaluation Committee.

Section 2 - Executive Summary
An executive summary including a brief statement of client oriented approach, understanding of work to be performed, organizational structure (including organizational chart), office location(s) and an understanding of the Authority's goals and objectives. This information should not exceed five (5) pages including the organizational chart.
Change in coverage
The successful Respondent is required to provide a minimum of thirty (30) days written notice to the Port Authority Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. If the successful Respondent fails to meet the required insurance set forth herein, the Authority may terminate any agreement it has with the successful Respondent.

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

Subcontractor’s requirement
The successful Respondent must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein.

Sovereign Immunity
The successful Respondent understands and agrees that by entering an agreement with Respondent, the Authority does not waive its sovereign immunity and nothing herein shall be interpreted as a waiver of the Authority’s rights, including the limitation of waiver of immunity, as set forth in Florida Statutes Section 768.28, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

Indemnification, General Liability & Patent or Copyright
The successful Respondent shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the successful Respondent, or anyone performing any act required of the Consultant in connection with performance of any contract awarded pursuant to this Request for Letters of Qualifications.

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

The following Bonds or Performance and Payment Guarantees are required if checked:

- □ Bid Bond. If checked, a bid bond in the amount of $__________, or ___% of the total offer must be included with the sealed response and shall include project name.

- □ If checked, in lieu of the bid bond, bidder may file an alternative form of security in the amount of $__________ or ___% of the total offer. Such alternative form of security may be in the form of a money order, a certified check, cashier’s check or an irrevocable letter of credit issued to the Lee County Port Authority.

- □ Payment and Performance Bond. If checked, a performance and payment bond in the amount of 100% of the award amount shall be presented by the successful Respondent within ten days of issuance of notice of intent to award.

END OF SECTION F
LEE COUNTY PORT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL BOND UNDERWRITER SERVICES
LEE COUNTY PORT AUTHORITY

LOQ 19-01

THIS AGREEMENT is entered this _____ day of ____________, 2019, between the LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida ("Authority") at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and ______________________________, a ______________________________ corporation, authorized to do business in the State of Florida, having a business address of ______________________________, FEI No. ______________________________ ("Consultant").

WITNESSETH:

WHEREAS, Authority desires to obtain the professional bond underwriter services of Consultant for various projects undertaken over the term of this Agreement at the Southwest Florida International Airport and Page Field General Aviation Airport in Fort Myers, Florida; and

WHEREAS, Consultant has submitted Letters of Qualifications seeking to provide those services and represents that it has expertise in the type of professional services required; and
WHEREAS, Authority has conducted a competitive selection process to obtain the professional bond underwriting services as described below and has selected Consultant to provide those services.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

2.1. Consultant shall provide professional bond underwriter services to Authority, as described in Schedule "A", Scope of Services, attached to this Agreement and incorporated herein. These services shall be referred to in this Agreement as "Basic Services" and may include serving as Authority's professional bond underwriter consultant and providing the customary services associated therewith.

2.2. Consultant has represented to Authority that it has expertise in the type of professional services that will be required by the Scope of Services. Consultant agrees that all services provided by Consultant under this Agreement shall be subject to Authority's review and approval and shall be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of professional bond underwriter services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If
Consultant becomes aware of any conflicts in these requirements, Consultant shall notify Authority of such conflict and utilize its best professional judgment to resolve the conflict.

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

2.4 This Agreement is non-exclusive and the Authority may select multiple firms to provide bond underwriting services. Each firm selected to perform services under this solicitation will be asked to enter a professional services agreement containing the general terms applicable to all services provided, without addressing specific bond issues. Further, from among the selected firms, Authority may designate a firm to serve as Senior Managing Underwriter for a specific bond issue and may change the designation of Senior Managing Underwriter or designate a Senior Managing Underwriter alone for subsequent bond issues during the term of this Agreement. Prior to each of its publically-offered bond sales, the Authority anticipates that it will execute a separate “Bond Purchase Agreement” with the underwriters of that issue to supplement this Agreement.

ARTICLE 3 - TERM OF AGREEMENT

The term of this Agreement commences on the date first written above and continues for a term of five (5) years from that date (the “Expiration Date”).

ARTICLE 4 - CONSULTANT’S RESPONSIBILITIES

Consultant shall:

4.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and
licensing the professional services provided by Consultant under this Agreement.

4.2. Agree that when services provided under this Agreement relate to professional services which, under Florida Statutes, require a license, certificate of authorization or other form of legal entitlement to practice such services, Consultant shall employ and/or retain only qualified personnel to provide those services.

4.3. Employ and designate a qualified, licensed professional to serve as Consultant’s project manager ("Project Manager"). Consultant shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Consultant’s Project Manager designation shall be executed by the proper officers of Consultant, and shall acknowledge that the Project Manager shall have full authority to bind and obligate Consultant on all matters arising out of or relating to this Agreement. The Project Manager shall be specifically authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage all services provided by Consultant under this Agreement. The person selected as Consultant’s Project Manager shall be subject to the prior approval and acceptance of Authority. Consultant further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.

4.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by Consultant, or any subconsultant or subcontractor, or any personnel of any such subconsultant or subcontractor, engaged by Consultant to
provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

4.5 Agree to be responsible for the professional quality, technical adequacy and accuracy, and timely completion of all work and materials performed, provided, and/or furnished by Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant.

4.6 Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services and the quality of Consultant’s work and materials.

4.7 Comply with all federal, state and local laws and building requirements. Consultant shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The Consultant shall also comply with all pertinent grant agreements and grant conditions applicable to each Task Authorization. Authority shall provide the Consultant with one copy of any specific and unique grant or regulatory requirements on a task by task basis.

**ARTICLE 5 - AUTHORITY’S RESPONSIBILITIES**

Authority shall:

5.1 Designate in writing a project manager to act as Authority’s representative with respect to the issuance of authorizations for services rendered under this Agreement.
(“Authority Project Manager”). The Authority’s Project Manager, the Executive Director, or the Deputy Executive Director - Administration shall have authority to execute amendments, and any modifications or changes to Consultant’s (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority’s policies and decisions with respect to Consultant’s services under this Agreement.

5.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Consultant hereunder; (2) the time Consultant is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Consultant.

5.3. Provide all criteria and information requested by Consultant as to Authority’s requirements for any project.

5.4. Upon request from Consultant, make available to Consultant all available information in Authority’s possession pertinent to any required work.

5.5. Notify Consultant of any defects or deficiencies in services rendered by Consultant.

**ARTICLE 6 - COMPENSATION**

Authority will compensate Consultant for all services associated with a project bond issuance as set out in the specific bond purchase agreement for that issue.
ARTICLE 7 - FAILURE TO PERFORM

If Consultant fails to commence, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 8 - PUBLIC RECORDS

Consultant acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Consultant further acknowledges that Section 119.07(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.
(3) **Airport Security Systems** - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and all information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

Consultant 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 Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Consultant hereunder. Consultant shall require all of its employees, agents, subcontractors to comply with the provisions of this Article.

**ARTICLE 9 - 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 will:
9.1 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;

9.2 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;

9.3 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

9.4 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, PUBLIC RECORDS @ FLYLCPA.COM, HTTPS://FLYLCPA.COM/PUBLIC RECORDSREQUEST.
ARTICLE 10 - 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 Consultant under this Agreement shall be delivered to and become the property of Authority. Consultant may retain copies thereof for files and internal use.

ARTICLE 11 - MAINTENANCE OF RECORDS

Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative 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 five (5) year period thereafter; provided, however, such activity shall be conducted only during normal business hours.

agents, or employees. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

ARTICLE 12 - INSURANCE

During the term of this Agreement, Consultant shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the Consultant must obtain the insurance
coverages and limits as set out below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business within the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority’s Risk Manager 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. If there is a reduction in the Aggregate Limit of any policy, Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible.

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 Consultant’s insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include waiver of subrogation in favor of Authority.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

12.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Consultant shall procure and maintain insurance of the types and to the limits specified in paragraphs 12.2.1 through 12.2.2, inclusive below. All liability insurance policies obtained by Consultant to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, shall name Authority as an additional insured as to the services of Consultant under this Agreement and shall contain the severability of interests provisions.

12.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

12.2.1. **Professional Liability Insurance** - Consultant shall maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than $3,000,000.00 each claim. Consultant must continue this coverage for a period of not less
than five (5) years after completion of its services to Authority. Consultant shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

12.2.2. Worker’s Compensation and Employers Liability Insurance (if applicable) shall be maintained by Consultant during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

<table>
<thead>
<tr>
<th>Worker’s Compensation</th>
<th>Florida Statutory Requirements</th>
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<tbody>
<tr>
<td>Employer’s Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000.00</td>
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<tr>
<td>Disease Each Employee</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

12.2.3. Consultant must provide evidence of the required insurance coverage using Authority’s Certificate of Insurance attached as Schedule “B”, or similar form acceptable to Authority’s Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a “sample only” basis by Consultant’s insurance representatives and must be submitted for Authority’s review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to
Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, must be furnished to Authority’s Risk Manager at least thirty (30) days prior to the date of expiration.

12.2.4. If Consultant does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Consultant for such coverages purchased. Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 13 - WAIVER OF CLAIMS

Consultant’s acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant’s services nor payment by Authority shall be deemed to be a waiver of any of Authority’s rights against Consultant.

ARTICLE 14 - TERMINATION OR SUSPENSION

14.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin
work under the Agreement within the times specified under any Bond Purchase Agreement, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Consultant seven (7) calendar days written notice.

14.2. If, after notice of termination of this Agreement, it is determined for any reason that Consultant was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Consultant provided herein, then Consultant’s remedies against Authority shall be the same as and limited to those afforded Consultant under paragraph 14.3. below.

14.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Consultant. In the event of such termination for convenience, Consultant’s recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

14.4. Upon termination, Consultant shall deliver to Authority all original papers, records, documents, and other materials set forth and described in this Agreement.
14.5. Authority shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Consultant’s sole and exclusive remedy shall be an extension of time to its schedule.

**ARTICLE 15 - TERMINATION UNDER SECTION 287.135, F.S.**

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

**ARTICLE 16 - SECURING AGREEMENT**

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

Consultant shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule “D”. 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.

**ARTICLE 17 - CONFLICT OF INTEREST**

Consultant shall disclose any circumstance where the conduct of the Consultant is being investigated or has been investigated in the past three (3) years by any legal or administrative body. If your firm is not being investigated, this fact should be stated.

The Authority desires to avoid any real or perceived conflicts of interest between the selected Consultant’s professional duties and obligations to the Authority and to any third party client during the term of this Agreement. Therefore, as part of the final negotiated Agreement, the selected Consultant may be prohibited from performing any work for any third party related to development of RSW or FMY, and may be prohibited from performing any work related to any property directly abutting an RSW or FMY boundary, or located within an RSW or FMY Runway Protection Zone, or within the RSW Noise Overlay Zone.

In responding to this Request for Letters of Qualifications, all Consultants acknowledge that any services performed for a third party that have the potential to be a real or perceived conflict may be in violation of the Agreement with the Authority and cause for termination of the Agreement. Responding firms shall identify and disclose any airline, other aviation related clients and any of their clients with an interest in real property development in the general proximity of RSW or Page Field to whom the firm is currently providing services, or expects to provide services during the term of any resulting Agreement made pursuant to the Request for Letters of Qualifications, and the nature of the services provided. Potential conflicts of interest will be considered in evaluating responses to this Request for Letters of Qualifications. If no conflicts exist, this fact should be stated.
ARTICLE 18 - NOTICES AND ADDRESS OF RECORD

18.1. All notices required or made under this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Lee County Board of Port Commissioners
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

ATTENTION: Benjamin Siegel, Deputy Executive Director - Administration

[Consultant Name]
[Consultant Address]

ATTENTION: _______________________

18.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 19 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or Consultant.

Services performed by Consultant under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between Consultant and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give Consultant and Authority the right to observe work
being performed by those third parties, shall not give rise to any duty or responsibility on the part of Consultant in favor of such third parties.

**ARTICLE 20 - MISCELLANEOUS**

20.1. Consultant, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.

20.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

20.3. This Agreement is not assignable, in whole or in part, by Consultant without the prior written consent of Authority.

20.4. Waiver by either party or a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

20.5. The headings of the Articles, Sections, Schedules 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 in such Articles, Sections, Schedules and Attachments.

20.6. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
ARTICLE 21 - NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires Authority to notify Consultant of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

A. Contracting to provide goods or services to a public entity.

B. Submitting a bid on a contract for construction or repair of a public building or public work.

C. Submitting bids on leases of real property to a public entity.

D. Being awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity in excess of $25,000.00.

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.

ARTICLE 22 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement shall be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers.
Division. The prevailing party in any such suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

**ARTICLE 23 - PROHIBITED INTERESTS**

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**ARTICLE 24 - LOBBYING CERTIFICATION**

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including
subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**ARTICLE 25 - COVENANTS AGAINST DISCRIMINATION**

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agrees as follows:

25.1. **Compliance with Regulations.** Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

25.2. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

25.3. **Information and Reports.** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information,
Consultant shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

25.4. **Sanctions for Noncompliance.** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement until Consultant complies; and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

25.5. **DBE Policy.** It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Consultant 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, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

25.6. **Prompt Payment Requirements.** Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:
Consultant 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 Consultant receives from Authority. Consultant 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.

25.7. **Incorporation of Provisions.** Consultant shall include the provisions of paragraphs 25.1. through 25.7. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 26 - NONDISCRIMINATION CLAUSE**

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to
discrimination under any program or activity,” and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**ARTICLE 27 - GENERAL CIVIL RIGHTS CLAUSE**

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**ARTICLE 28 - AMENDMENTS OR MODIFICATIONS**

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written above.
ATTEST: ________________________________
(Witness)

ATTEST: ________________________________
(Witness)

Consultant: [Consultant Name]

By: ________________________________
Title: ________________________________
Date: ________________________________
(CORPORATE SEAL)

Authority:
LEE COUNTY PORT AUTHORITY,
a political subdivision of the State of Florida

By: ________________________________
Chair or Vice Chair

Approved as to Form for the Reliance
of Lee County Port Authority Only:

By: ________________________________
Office of the Port Authority Attorney

FAA APPROVED:

By: ________________________________
Date

FDOT APPROVED:

By: ________________________________
Date
SCHEDULE “A”

SCOPE OF SERVICES

Consultant will serve as one of the Authority’s managing underwriters. The Authority will periodically select one firm from those consultants under contract to provide bond underwriting services to serve as the Senior Managing Underwriter and at least one consultant to serve as a possible co-manager for specific bond issues. The Authority reserves the right, however, to have a Senior Managing Underwriter only for any specific bond issue. Also, the Authority reserves the right to name a consultant initially selected as a co-manager to serve as the Senior Managing Underwriter for any reason. The Authority further reserves the right to supplement or modify the underwriting team at any time and at the sole discretion of the Authority.
EXHIBIT "B"
CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below.

<table>
<thead>
<tr>
<th>Name and Address of Agency</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY LETTER A</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER B</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Insured</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMPANY LETTER C</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER D</td>
</tr>
<tr>
<td></td>
<td>COMPANY LETTER E</td>
</tr>
</tbody>
</table>

This is to verify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancel or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until after 30 days written notice of such cancellation or change has been delivered to the certificate holder at this address shown below. It is also agreed that 30 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

<table>
<thead>
<tr>
<th>Company Letter</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (mm/dd/yy)</th>
<th>Policy Expiration Date (mm/dd/yy)</th>
<th>ALL LIMITS IN THOUSANDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate</td>
</tr>
<tr>
<td></td>
<td>Claims Made</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occurrence</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Owners &amp; Contractors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Protractive</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X.C.U. Coverage</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Broad Form Property Damage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Independent Contractors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Each Person) $</td>
</tr>
<tr>
<td></td>
<td>Any Auto</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury (Each Accident) $</td>
</tr>
<tr>
<td></td>
<td>All Owned Autos</td>
<td></td>
<td></td>
<td></td>
<td>Property Damage $</td>
</tr>
<tr>
<td></td>
<td>Scheduled Autos</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined $</td>
</tr>
<tr>
<td></td>
<td>Hired Autos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-Owned Autos</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined $</td>
</tr>
<tr>
<td></td>
<td>Umbrella Form</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other Than Umbrella Form</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Claims Made</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Occurrence</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>Statutory</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Each Accident) $</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>(Disease-Policy Limit) $</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Disease-Each Employee) $</td>
</tr>
</tbody>
</table>

| OTHER           |               |                                  |                                   |                        |

☐ Contractual Liability Coverage
Description of Contract:
☐ The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described here:
☐ The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.
☐ Copy of the agent's license, or other proof of representation, with each insurance company named above must be attached to this certificate.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
<table>
<thead>
<tr>
<th>Name and Address of Certificate Holder</th>
<th>Date Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lee County Port Authority</td>
<td></td>
</tr>
<tr>
<td>11000 Terminal Access Road</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE “C”

TRUTH IN NEGOTIATION CERTIFICATE

DATE: ______________________

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services 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 Professional Services Agreement as provided in Article 13.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services 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 Professional Services 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: ______________________
Staff Qualifications Committee Review of LOQ 19-01TB
Professional Bond Underwriter Services

BANK OF AMERICA/ MERRILL LYNCH (BofA Securities Inc.)

Principal: Corey Czyzewski, Managing Director

Office Location: One Bryant Park, 12th floor, New York, New York 10036
Education: BS & MBA from University of Central Florida
Years of Experience: 13 years total, 11 years with this firm.

Airport Experience of Principal:
⇒ Formerly with UBS
⇒ Airport experience includes RSW, San Francisco, Charlotte, Orlando, Massport, Nashville, Detroit, Indianapolis, New York, New Jersey, Salt Lake, Phoenix, among others
⇒ Principals Senior Underwriting experience: 8 Issuances

Firm’s Senior Manager Airport Underwriter Experience: (includes Denver, St Louis, Chicago, Orlando, Miami among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$721,300</td>
<td>7</td>
</tr>
<tr>
<td>2018</td>
<td>$5,042,900</td>
<td>9</td>
</tr>
<tr>
<td>2017</td>
<td>$1,992,600</td>
<td>12</td>
</tr>
<tr>
<td>2016</td>
<td>$2,463,400</td>
<td>11</td>
</tr>
<tr>
<td>Total</td>
<td>$10,220,200</td>
<td>39</td>
</tr>
</tbody>
</table>

Firm’s Co – Manager Airport Underwriting Experience (includes Tampa, Ft Lauderdale, Chicago, San Francisco, and Salt Lake among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$1,763,600</td>
<td>3</td>
</tr>
<tr>
<td>2018</td>
<td>$2,617,500</td>
<td>9</td>
</tr>
<tr>
<td>2017</td>
<td>$3,464,000</td>
<td>11</td>
</tr>
<tr>
<td>2016</td>
<td>$989,700</td>
<td>7</td>
</tr>
<tr>
<td>Total</td>
<td>$8,834,800</td>
<td>30</td>
</tr>
</tbody>
</table>

Firms Depth and Experience:
Corporate Headquarters: Charlotte
Total number of employees: 5,418
12 to 1 ratio of full time employees to part time
406 Contract Employees
Number of offices worldwide: 98
Number of offices in US: 92
Number of offices in Florida: 13, 2 in SW Florida
Municipal Financial Presence in Florida:
Number of Employees: 6
Number of Offices: 4
Number of Employees involved in Municipal: 5

Bond Ratings Strategies
Very Strong understanding of the Port Authority
Financial Flexibility with current and proposed Debt Service
Enplanement growth support CIP

3 Challenges
1. Deterioration of financial metrics with issuance
2. Size, scope and timing of CIP
3. Vulnerability of leisure travelers

Met Licensing requirements
State of Florida License provided

Overall Proposal:
Staff felt that this was the #1 best written proposal. Bank of America had the most Sr. Manager transactions (39) of all the firms submitted, including a solid reputation of the Principal with 13 years of total experience and excellent references. The bond rating strategies for obtaining the highest possible ratings was among the best.

References: Michael Hill, Charlotte
            Kathleen Sharman, Orlando
            Mage Basral, Nashville
CITIGROUP GLOBAL MARKETS INC.

Principal: Neal Atterman, Managing Director

Office Location: 388 Greenwich Street, 6th floor, New York, New York 10036
Education: BA from Vanderbilt & JD from Tulane
Years of Experience: 31 years total, 23 years with this firm.
Airport Experience of Principal:
- Handled over 25 billion in financings
- Airport experience includes LCPA, Orlando, New Orleans, Los Angeles, Denver, Ft Lauderdale among others
- Principal’s Senior Underwriting experience: 3 Issuances

Firm’s Senior Manager Airport Underwriter Experience: (includes Orlando, Tampa, Salt Lake City, New Orleans, among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$655,045</td>
<td>3</td>
</tr>
<tr>
<td>2018</td>
<td>$1,423,415</td>
<td>6</td>
</tr>
<tr>
<td>2017</td>
<td>$3,421,145</td>
<td>16</td>
</tr>
<tr>
<td>2016</td>
<td>$76,930</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>$5,576,535</td>
<td>26</td>
</tr>
</tbody>
</table>

Firm’s Co – Manager Airport Underwriting Experience (includes Tampa, Ft Lauderdale, Chicago, San Francisco, and Salt Lake among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$882,945</td>
<td>4</td>
</tr>
<tr>
<td>2018</td>
<td>$3,166,675</td>
<td>12</td>
</tr>
<tr>
<td>2017</td>
<td>$3,519,330</td>
<td>14</td>
</tr>
<tr>
<td>2016</td>
<td>$2,649,845</td>
<td>13</td>
</tr>
<tr>
<td>Total</td>
<td>$10,218,795</td>
<td>43</td>
</tr>
</tbody>
</table>

Firms Depth and Experience:
Corporate Headquarters: New York
Total number of employees: approx. 280,000
2.52 ratio of full time employees to part time
79,382 Contract Employees
Number of offices worldwide: 3,858
Number of offices in US: 937
Number of offices in Florida: 70, 0 in SW Florida
Ranked #1 in Airport finance 10 out of last 12 years
Municipal Financial Presence in Florida:
Number of Employees: 11
Number of Offices: 2
Number of Employees involved in Municipal: 11

Bond Ratings Strategies
Very Strong understanding of the Port Authority
Well managed O&D airport
Terminal Expansion and increasing the improved security process will result in increased concession revenue
Excellent Days of Cash
Higher CPE with capital projects
Minimal Competition

3 structures for debt
1. Level, total debt $602 mil, annual D/S $23.8 mil
2. Wrap, total debt $650 mil, annual D/S $25.7 mil
3. Downward slope, total debt $642 mil, annual D/S $25.4 mil

Met Licensing requirements
State of Florida License provided

Overall Proposal:
Staff felt that this was the #2 best written proposal. Citi had the second most transactions in the Co-Manager role (43), in addition to a solid reputation of the Principal with 31 total years of experience and excellent references. The bond rating strategies for obtaining the highest possible ratings was among the best with an emphasis on maintaining a strong rating for future years.

References: Anna Tenaglia, Massport
Kathleen Sharman, Orlando
Damian Brooke, Tampa
JP MORGAN

**Principal:** JT Knadler, Principal

**Office Location:** 383 Madison Ave, Floor 3, New York, New York 10179

**Education:** MBA from Yale, 2 BS degrees from University of Kentucky

**Years of Experience:** 8 years total, 1 year with JP Morgan

**SW Florida Years of Experience:** 0

→ Airport experience includes Dallas, Chicago, Buffalo, Orlando, Louisville, Oklahoma, and Seattle, Massport among others

→ Principals Senior Underwriting experience: 3 Issuances

Firm's Senior Manager Airport Underwriter Experience: (includes Portland, Buffalo, San Francisco, Chicago, Los Angeles, Miami, among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$2,053,740</td>
<td>3</td>
</tr>
<tr>
<td>2018</td>
<td>$4,054,910</td>
<td>6</td>
</tr>
<tr>
<td>2017</td>
<td>$588,030</td>
<td>2</td>
</tr>
<tr>
<td>2016</td>
<td>$674,690</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7,371,370</strong></td>
<td><strong>14</strong></td>
</tr>
</tbody>
</table>

Firm's Co-Manager Airport Underwriting Experience (includes Charlotte, Metro Washington, Detroit, Houston, Seattle, Sacramento, among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$566,385</td>
<td>2</td>
</tr>
<tr>
<td>2018</td>
<td>$2,270,585</td>
<td>6</td>
</tr>
<tr>
<td>2017</td>
<td>$1,952,420</td>
<td>6</td>
</tr>
<tr>
<td>2016</td>
<td>$3,236,235</td>
<td>7</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$8,025,625</strong></td>
<td><strong>21</strong></td>
</tr>
</tbody>
</table>

**Firms Depth and Experience:**

Corporate Headquarters: New York

Total number of employees: approx. 162

100 ratio of full time employees no part time

0 Contract Employees

Number of offices worldwide: 0

Number of offices in US: 15

Number of offices in Florida: 2, 0 in SW Florida

#1 under writer of senior managed Airport issuances in 2018 and 2019 YTD
Municipal Financial Presence in Florida:
Number of Employees: 7
Number of Offices: 2
Number of Employees involved in Municipal: 7

Bond Ratings Strategies
Strong understanding of the Port Authority
Spelling error Page 14
Credit positives include:
- Diverse carrier base
- Population migration
- Strong on airline revenue generation
- Minimal competition
- Strong liquidity
Address concerns regarding TNC’s

Met Licensing requirements
State of Florida License provided
Provided suggested edits for insurance section

Overall Proposal:
Staff felt that this was the #5 best written proposal. JP Morgan had 14 Sr. Manager transactions and provided a good analysis of their bond rating strategy. The Principal has a good reputation with eight years of total experience.

References: Giedre Ball, MWA
Michael Baskin, Oklahoma
Arlesa Wood, Miami
PIPER JAFFRAY

Principal: John Coan, Principal

Office Location: 1909 K Street, NW Suite 500, Washington D.C., 20006
Education: BA/MA from Boston College, MBA in Finance from University of California Berkeley
Years of Experience: 30 years total, 10 years with Piper Jaffray
SW Florida Years of Experience: 0
→ Airport experience includes Hawaii, Metro Washington, Louisville, San Francisco, Chicago, New Orleans among others
→ Principals Senior Underwriting experience: 1 Issuance

Firm’s Senior Manager Airport Underwriter Experience: (includes Oregon, Minneapolis, Omaha, Raleigh-Durham among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount ( Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$396,100</td>
<td>9</td>
</tr>
<tr>
<td>2018</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>2017</td>
<td>$130,500</td>
<td>4</td>
</tr>
<tr>
<td>2016</td>
<td>$76,600</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>$650,200</td>
<td>15</td>
</tr>
</tbody>
</table>

- Includes $320 million anticipated for Minneapolis-St Paul Airport in FY 2019

Firm’s Co – Manager Airport Underwriting Experience (includes Chicago, Austin, San Jose, Massport, among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount ( Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
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<tr>
<td>2018</td>
<td>$2,012,900</td>
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<tr>
<td>2017</td>
<td>$939,200</td>
<td>4</td>
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<tr>
<td>2016</td>
<td>$885,200</td>
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</tr>
<tr>
<td>Total</td>
<td>$4,037,300</td>
<td>13</td>
</tr>
</tbody>
</table>

Firms Depth and Experience:
Corporate Headquarters: Minneapolis
Total number of employees: 1,585
78% ratio of full time employees
204 Contract Employees
Number of offices worldwide: 43
Number of offices in US: 40
Number of offices in Florida: 1, 0 in SW Florida
Municipal Financial Presence in Florida:
Number of Employees: 2
Number of Offices: 1
Number of Employees involved in Municipal: 2

Bond Ratings Strategies
Very Strong understanding of the Port Authority
3 points of emphasis CIP spurred by growth, Airline providing increased service, and a low CPE
Brought up the effects of TNC on rental cars & parking

Met Licensing requirements
State of Florida License provided
Provided suggested edit for insurance section

Overall Proposal:
Staff felt that this was the #8 best written proposal. Piper Jaffrey’s Principal has a good reputation with 30 years of total experience. The firm lacked depth in identifying their bond rating strategies.

References: Anna Tenaglia Massport
Steven Busch, Minneapolis-St Paul
Nicholas Bottina, Ontario
Staff Qualifications Committee Review of LOQ 19-01TB
Professional Bond Underwriter Services

PNC

Principal: David Fischer, Principal

Office Location: 4720 Piedmont Row suite 200, Charlotte North Carolina 28210
Education: BS in Economics from Washington & Lee University
Years of Experience: 30 years total, 5 years with PNC
- Handled over 36 financings for $1.5 billion
  - Airport experience includes Miami, Los Angeles, Atlanta, DFW, Houston, San Francisco, Denver and MWAA.
  - Principals Senior Underwriting experience: N/A Issuances

Firm’s Senior Manager Airport Underwriter Experience: 1

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>2018</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>2017</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>$3,945,000</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>$3,945,000</td>
<td>1</td>
</tr>
</tbody>
</table>

Firm’s Co – Manager Airport Underwriting Experience (includes Charlotte, St Louis, Orlando, Detroit, and Philadelphia among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$136,065</td>
<td>2</td>
</tr>
<tr>
<td>2018</td>
<td>$810,300</td>
<td>2</td>
</tr>
<tr>
<td>2017</td>
<td>$2,456,465</td>
<td>5</td>
</tr>
<tr>
<td>2016</td>
<td>$554,385</td>
<td>4</td>
</tr>
<tr>
<td>Total</td>
<td>$3,957,215</td>
<td>13</td>
</tr>
</tbody>
</table>

Firms Depth and Experience:
Corporate Headquarters: Pittsburg
Total number of employees: approx. 50,000
N/A ratio of full time employees
N/A Contract Employees
Number of offices worldwide: N/A
Number of offices in US: 2,600
Number of offices in Florida: 170, 2 in SW Florida
Municipal Financial Presence in Florida:
Number of Employees: 2
Number of Offices: 2
Number of Employees involved in Municipal: 2

Bond Ratings Strategies
Strong understanding of the Port Authority
Provided Graphs and analysis

Met Licensing requirements
State of Florida License provided

Overall Proposal:
Staff felt that this was the #9 best written proposal. PNC showed some understanding of the Airport. However, submittal was difficult to read and no references were provided.

References: N/A
Staff Qualifications Committee Review of LOQ 19-01TB
Professional Bond Underwriter Services

RAMIREZ

Principal: Guy Nagahama, Principal

Office Location: 100 Cambridge St, Suite 1400, Boston MA 02114
Education: MBA from Colombia and an AB in Engineering Sciences from Harvard
Years of Experience: 26 years total, 11 years with Jeffries
Handled Airport financings for $30 billion
  ➔ Airport experience includes San Francisco MWAA, Dallas, San Diego, Minneapolis and Ft Lauderdale.
  ➔ Principals Senior Underwriting experience: 3 Issuances

Firm’s Senior Manager Airport Underwriter Experience: Los Angeles and Port Auth of NY & NJ

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
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<tbody>
<tr>
<td>2019 YTD</td>
<td>$893,305</td>
<td>2</td>
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<tr>
<td>2018</td>
<td>$226,500</td>
<td>1</td>
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<tr>
<td>2017</td>
<td>$0</td>
<td>0</td>
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<tr>
<td>2016</td>
<td>$512,620</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>$1,632,405</td>
<td>4</td>
</tr>
</tbody>
</table>

Firm’s Co – Manager Airport Underwriting Experience: Austin, Massport, Miami, LAX, Denver, Orlando, Chicago among others

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$466,960</td>
<td>2</td>
</tr>
<tr>
<td>2018</td>
<td>$5,881,840</td>
<td>4</td>
</tr>
<tr>
<td>2017</td>
<td>$2,172,640</td>
<td>4</td>
</tr>
<tr>
<td>2016</td>
<td>$4,161,075</td>
<td>5</td>
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<tr>
<td>Total</td>
<td>$12,682,515</td>
<td>15</td>
</tr>
</tbody>
</table>

Firms Depth and Experience:
Corporate Headquarters: New York
Total number of employees: approx. 139
100% ratio of full time employees
0 Contract Employees
Number of offices worldwide: 0
Number of offices in US: 6
Number of offices in Florida: 0, 0 in SW Florida
Minority Owned
Municipal Financial Presence in Florida:
Number of Employees: 0
Number of Offices: 0
Number of Employees involved in Municipal: 0

Bond Ratings Strategies
Strong understanding of the Port Authority
Very detailed
Enplanements are in mid-range of Medium hubs
Strong Carrier Diversity., CPE, Debt per enplanement, Days of cash
Only use two agencies
Provided 3 scenarios
1. Level Savings and Level Debt Service-$19.8 mil annual D/S $615 mil total D/S
2. Level Savings with wrapped Debt Service-$22.0 mil annual D/S $682 mil total D/S
3. Deferred Savings with Wrapped Debt Service-$21.7 mil annual D/S $672 mil total D/S

Met Licensing requirements
State of Florida License provided

Overall Proposal:
Staff felt that this was the #6 best written proposal. Ramirez had 4 Sr. Manager transactions since 2016 and the firm has no Florida offices. The Principal has a good reputation with 26 years of total experience.

References: Rona Chu, San Francisco
            Andy Roundtree, MWAA
            Ryan Yakubik, Los Angeles
            Steve Busch, Minneapolis
RAYMOND JAMES

Principal: DJ Mehigan, Principal

Office Location: 957 East Byrd St., Suite 930, Richmond, Virginia 23219
Education: MBA from Northwestern, Master of Science, University of Minnesota, BS from University of Minnesota
Years of Experience: 23 years total, 15 years with Raymond James
SW Florida Years of Experience: 2

Airport Experience of Principal
- Airport experience includes LCPA, Orlando, Ft Lauderdale, Miami, West Palm Beach, and Tampa
- Principals Senior Underwriting experience 8

Firm’s Senior Manager Airport Underwriter Experience: (includes Miami, Memphis, Denver, WPB, Rhode Island, and Indianapolis)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$494,925</td>
<td>1</td>
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<tr>
<td>2018</td>
<td>$119,275</td>
<td>1</td>
</tr>
<tr>
<td>2017</td>
<td>$275,505</td>
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<tr>
<td>2016</td>
<td>$334,485</td>
<td>5</td>
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<tr>
<td>Total</td>
<td>$1,224,190</td>
<td>8</td>
</tr>
</tbody>
</table>

Firm’s Co – Manager Airport Underwriting Experience (includes Massport, Charlestown, Chicago, Tampa, Cleveland, Miami, among others)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$379,955</td>
<td>2</td>
</tr>
<tr>
<td>2018</td>
<td>$4,198,555</td>
<td>5</td>
</tr>
<tr>
<td>2017</td>
<td>$2,778,205</td>
<td>5</td>
</tr>
<tr>
<td>2016</td>
<td>$861,225</td>
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<tr>
<td>Total</td>
<td>$8,217,940</td>
<td>14</td>
</tr>
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</table>

Firms Depth and Experience:
Corporate Headquarters: St Petersburg
Total number of employees: approx. 18,276
90/10 ratio of full time employees to part time
1,467 Contract Employees
Number of offices worldwide: 3,037
Number of offices in US: 3,032
Number of offices in Florida: 349, 98 in SW Florida
Municipal Financial Presence in Florida:
Number of Employees: 101
Number of Offices: 2
Number of Employees involved in Municipal: 15

Bond Ratings Strategies
Good summary of Florida Airport’s CPE

Good understanding of RSW’s growth in Non-Airline Revenues

Met Licensing requirements
State of Florida License provided

Overall Proposal:
Staff felt that this was the #3 best written proposal. Raymond James had over $8B in Co-Manager transactions, along with a solid reputation of the Principal with 23 years of total experience. The bond rating strategies for obtaining the highest possible ratings and maintaining strong future ratings were among the best. The firm has a solid Florida presence with its headquarters in St. Petersburg, which we believe would be more favorable to the retail market in Florida.

References: Memphis Airport
Norfolk Airport
Ft Lauderdale
ROCKFLEET

Principal: Wayne Seaton, Principal

Office Location: 420 Lexington Ave, Suite 300, New York NY, 10170
Education: AB from Harvard MBA Columbia Business School
Years of Experience: 26 years total, 1 year with Rockfleet
- Handled over financings for $20 billion
Seeks appointment to the selling group
Municipal financial advisor
- Principals Senior Underwriting experience: 0 Issuances

Firm's Senior Manager Airport Underwriter Experience:

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
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<tbody>
<tr>
<td>2019 YTD</td>
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<tr>
<td>2018</td>
<td>$0</td>
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<td>2017</td>
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<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>$0</td>
<td>0</td>
</tr>
</tbody>
</table>

Firm’s Co-manager Airport Underwriting Experience (no dates provided. Mentioned over $257 billion with $1.5 billion in Florida)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>N/A</td>
<td>0</td>
</tr>
<tr>
<td>2018</td>
<td>N/A</td>
<td>0</td>
</tr>
<tr>
<td>2017</td>
<td>N/A</td>
<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>N/A</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>N/A</td>
<td>0</td>
</tr>
</tbody>
</table>

Firms Depth and Experience:
Corporate Headquarters: Ossing NY
Total number of employees: 9
100% ratio of full time employees
0 Contract Employees
Number of offices worldwide: 7
Number of offices in US: 7
Number of offices in Florida: 0, 0 in SW Florida
Municipal Financial Presence in Florida:
Number of Employees: 0
Number of Offices: 0
Number of Employees involved in Municipal: 0

Bond Ratings Strategies
Basic/ Generic

Met Licensing requirements
State of Florida License not provided

Overall Proposal:
Staff determined as unresponsive

References: N/A
Staff Qualifications Committee Review of LOQ 19-01TB
Professional Bond Underwriter Services

RBC

Principal: Tom Yang, Principal

Office Location: Two Embarcadero Center Suite 1200, San Francisco CA, 94111
Education: BS in Mechanical Engineering from University of California at Berkeley
Years of Experience: 23 years total, 11 years with RBC formerly with UBS
- Handled over 36 financings for $1.5 billion
  - Airport experience includes Alaska, Austin, Dallas, Des Moines, Denver, Las Vegas, Los Angeles, and San Diego among others.
- Principals Senior Underwriting experience: 15 issuances

Firm’s Senior Manager Airport Underwriter Experience: Orlando, MWAA, Los Angeles, and Austin

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
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<tbody>
<tr>
<td>2019 YTD</td>
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<tr>
<td>2018</td>
<td>$23,000</td>
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<tr>
<td>2017</td>
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<tr>
<td>2016</td>
<td>$955,000</td>
<td>9</td>
</tr>
<tr>
<td>Total</td>
<td>$3,273,000</td>
<td>20</td>
</tr>
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</table>

Firm’s Co – Manager Airport Underwriting Experience N/A

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$2,692,000</td>
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</tr>
<tr>
<td>2018</td>
<td>$5,836,000</td>
<td>17</td>
</tr>
<tr>
<td>2017</td>
<td>$2,713,000</td>
<td>15</td>
</tr>
<tr>
<td>2016</td>
<td>$3,586,000</td>
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</tr>
<tr>
<td>Total</td>
<td>$14,828,000</td>
<td>49</td>
</tr>
</tbody>
</table>

Firms Depth and Experience:
Corporate Headquarters: New York
Total number of employees: approx. 6,600
N/A ratio of full time employees
N/A Contract Employees
Number of offices worldwide: 71
Number of offices in US: 40
Number of offices in Florida: 14, 1 in SW Florida
Municipal Financial Presence in Florida:
A leading firm in Florida
Number of Employees: 155
Number of Offices: 2
Number of Employees involved in Municipal: 9

Bond Ratings Strategies
Very Detailed
Strong understanding of the Port Authority
Believes that the underlying credit of the issuer drivers down the cost of capital, not exotic financial instruments
Strategy to focus on economy of the air service region and its transformation from the last recession
Expects credit ratings to remain the same
Increase in population growth Retiree migration
Recovering tax base
Economic development

Met Licensing requirements
State of Florida License provided

Overall Proposal:
Staff felt that this was the #7 best written proposal. RBC had the most Co-Manager transactions (49) of all the firms submitted, concern was with the west coast location of the Principal

References: David Arthur, Austin
Phillip Brown, Orlando
Joe Piurkowski, Las Vegas
Kevin Kone, San Francisco
Staff Qualifications Committee Review of LOQ 19-01TB  
Professional Bond Underwriter Services

UBS

Principal: Michael Lexton, Principal

Office Location: 299 Park Avenue, 11th floor, New York NY, 10171
Education: BS from Wharton School of the University of Pennsylvania
Years of Experience: 40 years total, 2 years with UBS
   • Since 2016 principal has provided senior management to 10 airports for $3.1 billion
SW Florida Years of Experience: Worked on the initial bonds for LCPA in 1983
   • Airport experience includes Orlando, Miami, Los Angeles, Atlanta, DFW, Houston, San Francisco, Denver and MWAA.
   • Principals Senior Underwriting experience: 10 Issuances

Firm’s Senior Manager Airport Underwriter Experience: re-entered new issue business in 2017

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
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<td>0</td>
</tr>
<tr>
<td>2018</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>2017</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>$0</td>
<td>0</td>
</tr>
</tbody>
</table>

Firm’s Co – Manager Airport Underwriting Experience (includes Cleveland, Chicago, MWA, Norfolk, and Charlotte)

<table>
<thead>
<tr>
<th>Year</th>
<th>Par Amount (Millions)</th>
<th># of Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 YTD</td>
<td>$620,820</td>
<td>3</td>
</tr>
<tr>
<td>2018</td>
<td>$109,685</td>
<td>1</td>
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<tr>
<td>2017</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>$730,505</td>
<td>4</td>
</tr>
</tbody>
</table>

Firms Depth and Experience:
Corporate Headquarters: Weehawken, NJ
Total number of employees: 66,701
12-1 ratio of full time employees
2,341 Contract Employees
Number of offices worldwide: 859
Number of offices in US: 365
Number of offices in Florida: 25, 1 in SW Florida
Holds $6.5 million in LCPA bonds
Municipal Financial Presence in Florida:
Number of Employees: 5
Number of Offices: 1
Number of Employees involved in Municipal: 4

Bond Ratings Strategies
Very Strong understanding of the Port Authority
Issue $283.7 million in new $ using partial wrap structure
Refund the 2010A bonds
Financial position is stable & debt portfolio is conservative
Recommends using two rating agencies
Very detailed

Met Licensing requirements
State of Florida License provided

Overall Proposal:
Staff felt that this was the #4 best written proposal. UBS’s Principal has over 40 years’ experience as airport banker with another firm, concern was noted that firm re-entered the business in 2017.

References:
Kathleen Sharman, Orlando
Giedre Ball, MWAA
Paul Bradbury, Portland ME
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

BofA SECURITIES, INC.

1. Charlotte Douglas International Airport
2. Greater Orlando Airport
3. Metropolitan Nashville Airport
## FORM 2: PROFESSIONAL REFERENCES

**PROFESSIONAL BOND UNDERWRITING SERVICES FOR LEE COUNTY PORT AUTHORITY**

### Section 1

**Reference Respondent Information – Please Print Legibly**

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Michael D. Hill Jr., Chief Financial Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Charlotte Douglas International Airport</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:mdhill@cltairport.com">mdhill@cltairport.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>(704) 359-4009</td>
</tr>
</tbody>
</table>

**Please return completed form to:**

Purchasing Agent: **TERRI L. BORTZ**

Due Date: **Tuesday, July 23, 2019**

Total # Pages: 

Phone: **239-590-4554** Fax: **239-590-4539**

Email: **tlbortz@flylcpa.com**

### Section 2

**Principal Information – Please Print Legibly**

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>BoA Securities, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>Professional Bond Underwriting Services</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

### Section 3

1. **What was your job title and role during the referenced project?**
   - Airport Chief Financial Officer

2. **Did the Principal effectively address performance issues? How?**
   - The Principal managing underwriter did a fantastic job with managing our transaction. We always felt like the BoA Securities team provided us with regular communication and information. We always felt plugged in to the entire process.

3. **Was the project completed on time?**
   - We established a goal to complete the 2019 Bonds transaction by the end of our Fiscal Year (June 30, 2019). We successfully closed the transaction as scheduled.

4. **Was the project completed within budget? If not, please explain.**
   - The underwrites discount is negotiated by the City in advance of the transaction. There were no surprises with any any un-negotiated fees.

5. **Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?**
   - The Principal is very responsive to our questions and concerns. They provide a value-added approach to service. It is not uncommon to receive more information than requested.

6. **Describe the relationship between the Principal and other members of the project team?**
   - The Principal is very effective in managing the relationships of all stakeholders, including the Issuer, Bond/Underwriter’s Council, Financial Advisors, consultants and other stakeholders.

7. **In your opinion, what was the Principal’s greatest strength in managing this project?**
   - I think the greatest strengths of the BoA Securities team is the breadth of knowledge and experience on airport and transportation credit transactions, as well its ability to get the bonds sold and priced at low yields. The Principal is very organized and effectively communicates with all stakeholders.

8. **In your opinion, what was the Principal’s weakness?**
   - I don’t feel like our Principal underwriter had any particular weakness.

9. **Was the Principal proactive or reactive in resolving issues? Please explain.**
   - The Principal was very proactive in resolving our issues. They did not bring us problems without offering solutions. Very effective at managing the entire process, from project kick-off through closing the transaction.

10. **Would you hire the Principal again? Why or why not?**
    - BoA Securities has served as the managing underwriter for all six CLT transactions since 2007. I do not see why BoA would not continue to play an instrumental role in future CLT transactions. I highly recommend them for your underwriting services.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.

25 of 30
# FORM 2: PROFESSIONAL REFERENCES

**PROFESSIONAL BOND UNDERWRITING SERVICES**

**FOR LEE COUNTY PORT AUTHORITY**

<table>
<thead>
<tr>
<th>PERSON PROVIDING REFERENCE</th>
<th>PERSON PROVIDING REFERENCE BEING PROVIDED</th>
<th>SECTION 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name &amp; Title:</strong> Kathleen M. Sharman, Chief Financial Officer</td>
<td><strong>Section 1</strong> Reference Respondent Information – Please Print Legibly</td>
<td><strong>Please return completed form to:</strong></td>
</tr>
<tr>
<td><strong>Company:</strong> Greater Orlando Aviation Authority</td>
<td></td>
<td>Purchasing Agent: TERRI L. BORTZ</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:kathleen.sharman@goaa.org">kathleen.sharman@goaa.org</a></td>
<td></td>
<td>Due Date: Tuesday, July 23, 2019</td>
</tr>
<tr>
<td><strong>Phone:</strong> (407) 825-2043</td>
<td></td>
<td>Total # Pages:</td>
</tr>
</tbody>
</table>

### Section 2

**Principal Information – Please Print Legibly**

<table>
<thead>
<tr>
<th>Firm Name: BoF Securities, Inc.</th>
<th>Project Name: Professional Bond Underwriting Services</th>
</tr>
</thead>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

### Section 3

1. **What was your job title and role during the referenced project?**
   - Chief Financial Officer for Issuer.

2. **Did the Principal effectively address performance issues? How?**
   - Cory Czyzewski is the main contact for Bank of America on our 2019A issue, he is responsive and helpful on coordinating the Underwriting Sindicte.

3. **Was the project completed on time?**

4. **Was the project completed within budget? If not, please explain.**
   - Yes

5. **Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?**
   - Yes

6. **Describe the relationship between the Principal and other members of the project team?**
   - Effective leader. See response to question 2 above.

7. **In your opinion, what was the Principal’s greatest strength in managing this project?**
   - Cory is well respected by peers in the industry. Named Bond Buyer Rising Star.

8. **In your opinion, what was the Principal’s weakness?**
   - None noted.

9. **Was the Principal proactive or reactive in resolving issues? Please explain.**
   - Proactive, tries to identify issues early.

10. **Would you hire the Principal again? Why or why not?**
    - Yes, very responsive.

---

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.

---

25 of 30
# FORM 2: PROFESSIONAL REFERENCES
## PROFESSIONAL BOND UNDERWRITING SERVICES
### FOR LEE COUNTY PORT AUTHORITY

**Section 1: Reference Respondent Information – Please Print Legibly**

| Name & Title: | Marge Basrai, Chief Financial Officer |
| Company: | Metropolitan Nashville Airport Authority |
| Email: | marge.basrai@flynashville.com |
| Phone: | (615) 275-1772 |

**Please return completed form to:**

| Purchasing Agent: | TERRI L. BORTZ |
| Due Date: | Tuesday, July 23, 2019 |
| Total # Pages: |  |
| Phone: | 239-590-4554  Fax:239-590-4539 |
| Email: | tlbortz@flylcpa.com |

**Section 2: Principal Information – Please Print Legibly**

| Firm Name: | BofA Securities, Inc. |
| Project Name: | Professional Bond Underwriting Services |

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

**Section 3**

| 1. What was your job title and role during the referenced project? |
| Interim CFO at Detroit Metro Airport for the 2017 bond issue. Lead the team at DTW for the bond issue and hired BofA as senior underwriter. Jan. 2018 I moved to the Nashville Airport and continue to work with BofA. |

| 2. Did the Principal effectively address performance issues? How? |
| N/A - I had no performance issues with BofA |

| 3. Was the project completed on time? |
| Yes |

| 4. Was the project completed within budget? If not, please explain. |
| Yes |

| 5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner? |
| Yes. BofA has always been responsive to questions and always available to their clients |

| 6. Describe the relationship between the Principal and other members of the project team? |
| BofA worked very well with all the members of the Financing team. We all had our opinions, but we worked together professionally. |

| 7. In your opinion, what was the Principal’s greatest strength in managing this project? |
| Knowledge of Airports and how to market these bonds. Also, their strong willingness take bonds onto their balance sheet to keep the spreads they believe in. |

| 8. In your opinion, what was the Principal’s weakness? |
| Honestly, I can’t think of one. I’ve been very impressed with all of BofA’s services. |

| 9. Was the Principal proactive or reactive in resolving issues? Please explain. |
| I found BofA to be proactive on the financing. Thinking ahead and helping me keep on track with all the issues we were juggling. |

| 10. Would you hire the Principal again? Why or why not? |
| Yes. I’ve recently hired BofA to be my senior underwriter at BNA for our upcoming 2019 bond issue. |

**RESPONDENT: Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.**
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

**CITIGROUP**

1. Greater Orlando Airport
2. Hillsborough County Aviation Authority
3. Massachusetts Port Authority
## FORM 2: PROFESSIONAL REFERENCES

**PROFESSIONAL BOND UNDERWRITING SERVICES FOR LEE COUNTY PORT AUTHORITY**

**PERSON PROVIDING REFERENCE**

<table>
<thead>
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<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name &amp; Title:</strong></td>
<td>Kathleen Sharman, Chief Financial Officer</td>
<td><strong>Purchasing Agent:</strong> TERRI L. BORTZ</td>
</tr>
<tr>
<td><strong>Company:</strong></td>
<td>Greater Orlando Aviation Authority</td>
<td><strong>Due Date:</strong> Tuesday, July 23, 2019</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:kathleen.sharman@goaa.org">kathleen.sharman@goaa.org</a></td>
<td><strong>Total # Pages:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>(407) 825-2043</td>
<td><strong>Phone:</strong> 239-590-4554 <strong>Fax:</strong> 239-590-4539</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Email:</strong> <a href="mailto:tibortz@flycpa.com">tibortz@flycpa.com</a></td>
</tr>
</tbody>
</table>

### Section 2

**Principal Information – Please Print Legibly**

| **Firm Name:** | Citigroup |
| **Project Name:** | Airport Revenue Bonds Series 2016A-C, 2017A, 2019A |

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

### Section 3

1. **What was your job title and role during the referenced project?**
   - Chief Financial Officer and main point of contact for Issuer.

2. **Did the Principal effectively address performance issues? How?**
   - Yes. Very creative and knowledgeable on Airport finance matters.

3. **Was the project completed on time?**
   - Yes

4. **Was the project completed within budget? If not, please explain.**
   - Yes

5. **Did the Principal respond to questions / concerns from the Owner/Manager in a timely manner?**
   - Yes

6. **Describe the relationship between the Principal and other members of the project team?**
   - Neal Attermann leads a team with depth. Other Associates also very knowledgeable.

7. **In your opinion, what was the Principal’s greatest strength in managing this project?**
   - One of the most knowledgeable Airport Bankers in this business, easy to work with, experienced and creative.

8. **In your opinion, what was the Principal’s weakness?**
   - None noted.

9. **Was the Principal proactive or reactive in resolving issues? Please explain.**
   - Yes, offered creative insightful solutions. Willing to compromise.

10. **Would you hire the Principal again? Why or why not?**
    - Yes. Makes my job easier.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
## FORM 2: PROFESSIONAL REFERENCES

**PROFESSIONAL BOND UNDERWRITING SERVICES**

**FOR LEE COUNTY PORT AUTHORITY**

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<th>PERSON PROVIDING REFERENCE</th>
<th>Reference Respondent Information – Please Print Legibly</th>
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<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Damian Brooke, Executive Vice President of Finance and Procurement</td>
<td>Purchasing Agent: <strong>TERRI L. BORTZ</strong></td>
</tr>
<tr>
<td>Company:</td>
<td>Hillsborough County Aviation Authority</td>
<td><strong>Due Date:</strong> Tuesday, July 23, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:dbrooke@tampaairport.com">dbrooke@tampaairport.com</a></td>
<td><strong>Total # Pages:</strong></td>
</tr>
<tr>
<td>Phone:</td>
<td>(813) 870-8748</td>
<td><strong>Phone:</strong> 239-590-4554 <strong>Fax:</strong> 239-590-4539</td>
</tr>
<tr>
<td><strong>Section 2</strong></td>
<td><strong>Principal Information – Please Print Legibly</strong></td>
<td><strong>Email:</strong> <a href="mailto:tlbortz@flylcpa.com">tlbortz@flylcpa.com</a></td>
</tr>
<tr>
<td>Firm Name:</td>
<td>Citigroup</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td>Airport Revenue Bonds, Series 2018</td>
<td></td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

### Section 3

1. **What was your job title and role during the referenced project?**
   - **CFO and Executive VP of Finance & Procurement**

2. **Did the Principal effectively address performance issues? How?**
   - **Citigroup did an excellent job from initial strategy sessions through the bond sale**

3. **Was the project completed on time?**
   - **Yes**

4. **Was the project completed within budget? If not, please explain.**
   - **Yes**

5. **Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?**
   - **Yes. Very easy to work with and very responsive to new ideas as well**

6. **Describe the relationship between the Principal and other members of the project team?**
   - **The Citi team worked well both internally as well as with external parties**

7. **In your opinion, what was the Principal’s greatest strength in managing this project?**
   - **Very knowledgeable team with strong relationships with the investor community**

8. **In your opinion, what was the Principal’s weakness?**
   - **None**

9. **Was the Principal proactive or reactive in resolving issues? Please explain.**
   - **Definitely proactive with strong local presence who were always available**

10. **Would you hire the Principal again? Why or why not?**
    - **Yes, definitely. This was the 2nd time we have used them as a lead underwriter**

---

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
## FORM 2: PROFESSIONAL REFERENCES
### PROFESSIONAL BOND UNDERWRITING SERVICES
#### FOR LEE COUNTY PORT AUTHORITY

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Anna Tenaglia, Acting Director of Administration and Finance/Secretary-Treasurer</td>
<td>Purchasing Agent: TERRI L. BORTZ</td>
</tr>
<tr>
<td>Company:</td>
<td>Massachusetts Port Authority</td>
<td>Due Date: Tuesday, July 23, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:atenaglia@massport.com">atenaglia@massport.com</a></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td>(617) 568-1037</td>
<td>Phone: 239-590-4554 Fax:239-590-4539</td>
</tr>
</tbody>
</table>

**PERSON PROVIDING REFERENCE**

<table>
<thead>
<tr>
<th>Section 2</th>
<th>Principal Information – Please Print Legibly</th>
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</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Citigroup</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Revenue Bonds, Series 2019-B and 2019-C</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

**Section 3**

1. What was your job title and role during the referenced project?
   - Same as above - Acting CFO

2. Did the Principal effectively address performance issues? How?
   - Not applicable

3. Was the project completed on time?
   - Yes

4. Was the project completed within budget? If not, please explain.
   - Yes

5. Did the Principal respond to questions / concerns from the Owner/Manager in a timely manner?
   - Yes

6. Describe the relationship between the Principal and other members of the project team?
   - Excellent; collaborative; professional

7. In your opinion, what was the Principal's greatest strength in managing this project?
   - Effective, think out of the box, information from industry.

8. In your opinion, what was the Principal's weakness?
   - Not applicable

9. Was the Principal proactive or reactive in resolving issues? Please explain.
   - Yes, very!

10. Would you hire the Principal again? Why or why not?
    - Yes.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

**JP MORGAN**

1. Metropolitan Washington Airport Authority
2. Miami-Dade County
3. City of Oklahoma City (Airport Trust)
## FORM 2: PROFESSIONAL REFERENCES
### PROFESSIONAL BOND UNDERWRITING SERVICES FOR LEE COUNTY PORT AUTHORITY

### PERSON PROVIDING REFERENCE

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Giedre Ball</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Metropolitan Washington Airports Authority</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Giedre.Ball@mwaa.com">Giedre.Ball@mwaa.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>703-417-1911</td>
</tr>
</tbody>
</table>

### Principal Information – Please Print Legibly

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>J.P. Morgan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>$386,025,000 Series 2016 Airport System Revenue and Refunding Bonds, Series 2016A (AMT) and 2016B (Non-AMT)</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

### Section 3

1. **What was your job title and role during the referenced project?**
   
   Deputy Debt Manager, managed Series 2016AB bond transaction

2. **Did the Principal effectively address performance issues? How?**

   We did not experience any performance issues due to proactive management of tasks and care given to the transaction by JP Morgan team

3. **Was the project completed on time?**

   Yes, the transaction went according to the original schedule and priced when it was planned.

4. **Was the project completed within budget? If not, please explain.**

   Yes, JP Morgan proposed reasonable costs and stayed within the budget.

5. **Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?**

   Yes, JP Morgan team was proactive throughout the transaction and actively participated in meetings and calls, followed up on tasks, proposed ideas, addressed all questions/concerns in a timely manner.

6. **Describe the relationship between the Principal and other members of the project team?**

   JP Morgan team was very professional, courteous, and collaborative with everyone involved in the transaction.

7. **In your opinion, what was the Principal’s greatest strength in managing this project?**

   JP Morgan team is very knowledgeable in the aviation public finance, they provide high quality deliverables, very organized

8. **In your opinion, what was the Principal’s weakness?**

   None

9. **Was the Principal proactive or reactive in resolving issues? Please explain.**

   Proactive from the beginning to the close of the transaction. JP Morgan team was constantly engaged with us and ensured our needs were met and the transaction was going smoothly.

10. **Would you hire the Principal again? Why or why not?**

    Absolutely. JP Morgan is one of the best underwriting teams in the Aviation industry. They have managed a few of our transactions and met and exceeded our expectations every time.

### Please return completed form to:

- **Purchasing Agent:** TERRI L. BORTZ
- **Due Date:** Tuesday, July 23, 2019
- **Total # Pages:**
- **Phone:** 239-590-4554 **Fax:** 239-590-4539
- **Email:** tlbortz@flylcpa.com

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
## PERSON PROVIDING REFERENCE

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Arlesa Wood, Director Div. Bond Admin.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Miami-Dade County</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:arlesa.wood@miamidade.gov">arlesa.wood@miamidade.gov</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>305-375-5147</td>
</tr>
</tbody>
</table>

## SECTION 2: PRINCIPAL INFORMATION – PLEASE PRINT LEGIBLY

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>JP Morgan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>$791m Miami-Dade Aviation Revenue Refunding Bonds, Series 2018ABC</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

### SECTION 3

1. What was your job title and role during the referenced project?
   - Director, Division of Bond Administration - Project Manager

2. Did the Principal effectively address performance issues? How?
   - Yes. JP Morgan ensured that the Miami Dade County access the market in a timely manner.

3. Was the project completed on time?
   - Yes.

4. Was the project completed within budget? If not, please explain.
   - Yes

5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?
   - Yes

6. Describe the relationship between the Principal and other members of the project team?
   - JP Morgan served as the Senior Manager and was responsible for the other team members.

7. In your opinion, what was the Principal’s greatest strength in managing this project?
   - Effectively, communicating with the working group, rating agency and investors in addition.

8. In your opinion, what was the Principal’s weakness?
   - We have worked with JP over a number of years and we have not been disappointed in their performance.

9. Was the Principal proactive or reactive in resolving issues? Please explain.
   - JP is always proactive.

10. Would you hire the Principal again? Why or why not?
    - Yes the County is currently in the process of recommending JP be apart of our next underwriting services.

---

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
**FORM 2: PROFESSIONAL REFERENCES**  
PROFESSIONAL BOND UNDERWRITING SERVICES  
FOR LEE COUNTY PORT AUTHORITY

<table>
<thead>
<tr>
<th>Section 1</th>
<th><strong>Reference Respondent Information – Please Print Legibly</strong></th>
<th><strong>Please return completed form to:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name &amp; Title:</strong></td>
<td>Mike Baskin, Debt Manager</td>
<td>Purchasing Agent: TERRI L. BORTZ</td>
</tr>
<tr>
<td><strong>Company:</strong></td>
<td>The City of Oklahoma City</td>
<td>Due Date: Tuesday, July 23, 2019</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:mike.baskin@okc.gov">mike.baskin@okc.gov</a></td>
<td>Total # Pages: 1</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>(405) 297-2542</td>
<td>Phone: 239-590-4554 Fax: 239-590-4539</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Section 2</th>
<th><strong>Principal Information – Please Print Legibly</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Firm Name:</strong></td>
<td>Oklahoma City Airport Trust for JP MORGAN</td>
</tr>
<tr>
<td><strong>Project Name:</strong></td>
<td>Oklahoma City Airport Trust Junior Lien Bonds, Series 33 (AMT)</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

<table>
<thead>
<tr>
<th>Section 3</th>
<th><strong>Principal for Reference Being Provided</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> What was your job title and role during the referenced project?</td>
<td>Debt Manager - issuance of the OCAT Junior Lien Bonds, Series 33 (AMT)</td>
</tr>
<tr>
<td><strong>2.</strong> Did the Principal effectively address performance issues? How?</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>3.</strong> Was the project completed on time?</td>
<td>Yes, all 93,550,000 in bonds were sold on the day of the sale.</td>
</tr>
<tr>
<td><strong>4.</strong> Was the project completed within budget? If not, please explain.</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>5.</strong> Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>6.</strong> Describe the relationship between the Principal and other members of the project team?</td>
<td>Professional</td>
</tr>
<tr>
<td><strong>7.</strong> In your opinion, what was the Principal’s greatest strength in managing this project?</td>
<td>The ability to bring enough investors to successfully market the bonds.</td>
</tr>
<tr>
<td><strong>8.</strong> In your opinion, what was the Principal’s weakness?</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>9.</strong> Was the Principal proactive or reactive in resolving issues? Please explain.</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>10.</strong> Would you hire the Principal again? Why or why not?</td>
<td>Yes, they are a member of our pool of Pre-Qualified Underwriters.</td>
</tr>
</tbody>
</table>

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

**PIPER JAFFRAYS**

1. Massachusetts Port Authority
2. Minneapolis St Paul Airport
3. Ontario International Airport
# FORM 2: PROFESSIONAL REFERENCES

PROFESSIONAL BOND UNDERWRITING SERVICES
FOR LEE COUNTY PORT AUTHORITY

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>ANNA TENAGLIA, DEPUTY CFO</td>
<td>Purchasing Agent: TERRI L. BORTZ</td>
</tr>
<tr>
<td>Company:</td>
<td>MASSACHUSETTS PORT AUTH</td>
<td>Due Date: Tuesday, July 23, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:A-TENAGLIA@MASSPORT.COM">A-TENAGLIA@MASSPORT.COM</a></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td>617-568-1037</td>
<td>Phone: 239-590-4554 Fax: 239-590-4539</td>
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<tr>
<th>Section 2</th>
<th>Principal Information – Please Print Legibly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>PIER JAFFRAY</td>
</tr>
<tr>
<td>Project Name:</td>
<td>2018 CONLEY CRANES P3 PROCUREMENT</td>
</tr>
<tr>
<td>You or your firm have been provided as a reference on the project identified above. Please complete section 3:</td>
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<table>
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<tr>
<th>Section 3</th>
<th></th>
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<tbody>
<tr>
<td>1. What was your job title and role during the referenced project?</td>
<td>ACTING DIRECTOR OF ADMINISTRATION &amp; FINANCE</td>
</tr>
<tr>
<td>2. Did the Principal effectively address performance issues? How?</td>
<td></td>
</tr>
<tr>
<td>3. Was the project completed on time?</td>
<td>YES</td>
</tr>
<tr>
<td>4. Was the project completed within budget? If not, please explain.</td>
<td>YES</td>
</tr>
<tr>
<td>5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?</td>
<td>YES</td>
</tr>
<tr>
<td>6. Describe the relationship between the Principal and other members of the project team?</td>
<td>PROFESSIONAL, WELL COMMUNICATION</td>
</tr>
<tr>
<td>7. In your opinion, what was the Principal’s greatest strength in managing this project?</td>
<td>ATTENTIVE TO SRA, WELL COMMUNICATION</td>
</tr>
<tr>
<td>8. In your opinion, what was the Principal’s weakness?</td>
<td>HC STRUGGLES</td>
</tr>
<tr>
<td>9. Was the Principal proactive or reactive in resolving issues? Please explain.</td>
<td>PROACTIVE</td>
</tr>
<tr>
<td>10. Would you hire the Principal again? Why or why not?</td>
<td>YES</td>
</tr>
</tbody>
</table>

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.

25 of 30
# FORM 2: PROFESSIONAL REFERENCES

## PROFESSIONAL BOND UNDERWRITING SERVICES

**FOR LEE COUNTY PORT AUTHORITY**

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name &amp; Title:</strong></td>
<td><strong>STEVE BUSCH, CFO</strong></td>
<td><strong>Purchasing Agent:</strong> TERRI L. BORTZ</td>
</tr>
<tr>
<td><strong>Company:</strong></td>
<td><strong>MINNEAPOLIS-ST. PAUL AIRPORTS</strong></td>
<td><strong>Due Date:</strong> Tuesday, July 23, 2019</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong><a href="mailto:STEVE.BUSCH@MSPMAC.COM">STEVE.BUSCH@MSPMAC.COM</a></strong></td>
<td><strong>Total # Pages:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>612-726-8148</strong></td>
<td><strong>Phone:</strong> 239-590-4554  <strong>Fax:</strong> 239-590-4539</td>
</tr>
<tr>
<td><strong>Section 2</strong></td>
<td>Principal Information – Please Print Legibly</td>
<td><strong>Email:</strong> <a href="mailto:tlbortz@flyicpa.com">tlbortz@flyicpa.com</a></td>
</tr>
<tr>
<td><strong>Firm Name:</strong></td>
<td><strong>PIPER JAFFRAY</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Project Name:</strong></td>
<td><strong>SERIES 2019 BONDS, SERIES 2016 BONDS</strong></td>
<td></td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

<table>
<thead>
<tr>
<th>Section 3</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. What was your job title and role during the referenced project?</td>
<td><strong>Chief Financial Officer</strong></td>
</tr>
<tr>
<td>2. Did the Principal effectively address performance issues? How?</td>
<td><strong>None Present</strong></td>
</tr>
<tr>
<td>3. Was the project completed on time?</td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td>4. Was the project completed within budget? If not, please explain.</td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td>5. Did the Principal respond to questions / concerns from the Owner/Manager in a timely manner?</td>
<td><strong>All questions and concerns were answered professionally, timely and clearly</strong></td>
</tr>
<tr>
<td>6. Describe the relationship between the Principal and other members of the project team?</td>
<td><strong>Working group was very good, communicated and worked well together</strong></td>
</tr>
<tr>
<td>7. In your opinion, what was the Principal's greatest strength in managing this project?</td>
<td><strong>Professionalism &amp; effectiveness</strong></td>
</tr>
<tr>
<td>8. In your opinion, what was the Principal's weakness?</td>
<td><strong>None Observed</strong></td>
</tr>
<tr>
<td>9. Was the Principal proactive or reactive in resolving issues? Please explain.</td>
<td><strong>Proactive - responded to all questions and presented information resulting in fewer questions.</strong></td>
</tr>
<tr>
<td>10. Would you hire the Principal again? Why or why not?</td>
<td><strong>Yes - Very professional and collaborative as well as effective dealing with Board/Staff/Team.</strong></td>
</tr>
</tbody>
</table>

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
# FORM 2: PROFESSIONAL REFERENCES

## PROFESSIONAL BOND UNDERWRITING SERVICES

**FOR LEE COUNTY PORT AUTHORITY**

<table>
<thead>
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<tbody>
<tr>
<td>Name &amp; Title:</td>
<td><strong>FICANCE</strong> NICHOLAS BOTTINI, DIRECTOR</td>
<td>Purchasing Agent: TERRI L. BORTZ</td>
</tr>
<tr>
<td>Company:</td>
<td>ONTARIO INTERNATIONAL AIRPORT</td>
<td>Due Date: Tuesday, July 23, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:NBOTTINI@FLYONTARIO.COM">NBOTTINI@FLYONTARIO.COM</a></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td>909-544-5440</td>
<td>Phone: 239-590-4554 Fax:239-590-4539</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email:  <a href="mailto:tibortz@flyicpa.com">tibortz@flyicpa.com</a></td>
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**Section 2**

**Principal Information – Please Print Legibly**

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<tr>
<th>Firm Name:</th>
<th>PIPER JAFFRAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>2019 BOND ANTICIPATION NOTE PLACEMENT</td>
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</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

**Section 3**

1. What was your job title and role during the referenced project?

   [Please see attachment]

2. Did the Principal effectively address performance issues? How?

3. Was the project completed on time?

4. Was the project completed within budget? If not, please explain.

5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?

6. Describe the relationship between the Principal and other members of the project team?

7. In your opinion, what was the Principal’s greatest strength in managing this project?

8. In your opinion, what was the Principal’s weakness?

9. Was the Principal proactive or reactive in resolving issues? Please explain.

10. Would you hire the Principal again? Why or why not?

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.

25 of 30
1. **What was your job title and role during the referenced project?**
   My title was Director of Finance having the ultimate responsibility for completing the 2019 Bond Anticipation Note on behalf of the Ontario International Airport Authority.

2. **Did the Principal effectively address performance issues? How?**
   The 2019 BAN Note was the first major financing undertaken by the OIAA since assuming control of the airport in 2016. As such, the process of compiling the collateral information was slow, difficult and took the concerted efforts of the internal team as well as external consultants to provide the information. Mr. Coan provided valuable guidance throughout the process to ensure that we are addressing the issues effectively and efficiently.

3. **Was the project completed on time?**
   The project was completed in a timely fashion.

4. **Was the project completed within budget? If not, please explain.**
   The project was completed within budget.

5. **Did the Principal respond to questions/concerns from the Owner/Manager in a timely manner?**
   During the entire Mr. Coan engaged in continuous dialogue with the OIAA and other members of the working group to effectively address issues arising during the process.

6. **Describe the relationship between the Principal and other members of the project team.**
   The principal was a leading and integral part of the working group which was composed of internal members, financial advisors, airport consultants, engineers, attorneys and bankers.

7. **In your opinion, what was the Principal’s greatest strength in managing this project?**
   The strengths exhibited in the process were knowledge of the deal, the airport industry as a whole, the ability to dialogue and work effectively within the working group, ability to devise practical solutions to complex issues and ultimately represent us in a professional manner through the process.

8. **In your opinion, what was the Principal’s weakness?**
   None Noted

9. **Was the Principal proactive or reactive in resolving issues? Please explain.**
   The principle was proactive in addressing and resolving issues. The process was arduous due to various complexities and we maintained regular and schedule conferences throughout to keep the deal moving forward.

10. **Would you hire the Principal again? Why or why not?**
Mr. Coan came highly recommended before we engaged him and we would not hesitate to engage him for future financings.

[Signature]
7/18/15
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

RAMIREZ & COMPANY

1. Metropolitan Washington Airport (MWAA)
2. Minneapolis-St. Paul Metropolitan Airports (MAC)
3. San Francisco International Airport
# FORM 2: PROFESSIONAL REFERENCES

## PROFESSIONAL BOND UNDERWRITING SERVICES

**FOR LEE COUNTY PORT AUTHORITY**

### Person Providing Reference

| Name & Title: | Andrew Rountree  
Senior Vice President for Finance and Chief Financial Officer |
|--------------|---------------------------------------------------------------|
| Company:     | Metropolitan Washington Airports Authority  
1 Aviation Circle  
Washington, DC 20001 |
| Email:       | andrew.rountree@mwaa.com |
| Phone:       | 703/417-8710 |

### Firm Name: Samuel A. Ramirez & Co., Inc.

### Project Name:

$163,110,000 Metropolitan Washington Airports Authority  
Dulles Toll Road First Senior Lien Revenue Refunding Bonds, Series 2019A  
(Dulles Metrorail and Capital Improvement Projects)

---

### Section 1

**Reference Respondent Information – Please Print Legibly**

**Please return completed form to:**

**Purchasing Agent:** TERRI L. BORTZ  
**Due Date:** Tuesday, July 23, 2019  
**Total # Pages:**

**Phone:** 239-590-4554  **Fax:** 239-590-4539  
**Email:** tlbortz@flylcpa.com

### Section 2

**Principal Information – Please Print Legibly**

1. What was your job title and role during the referenced project?
   
   Senior VP for Finance and CFO overseeing the Series 2019A bond transaction.

2. Did the Principal effectively address performance issues? How?
   
   We did not experience any performance issues due to proactive management of tasks and care given to the transaction by Ramirez team.

3. Was the project completed on time?
   
   Yes, the transaction went according to the original schedule and priced when it was planned.

4. Was the project completed within budget? If not, please explain.
   
   Yes, Ramirez proposed reasonable costs and stayed within the budget.

5. Did the Principal respond to questions / concerns from the Owner/Manager in a timely manner?
   
   Yes, Ramirez was very proactive throughout the transaction and actively participated in meetings and calls, followed up on tasks, proposed ideas, addressed all questions/concerns in a timely manner.

6. Describe the relationship between the Principal and other members of the project team?
   
   Ramirez team was very professional, courteous, and collaborative with everyone involved in the transaction.

7. In your opinion, what was the Principal’s greatest strength in managing this project?
   
   Thoroughness and attention to detail, proactiveness, listening and accommodating client needs

8. In your opinion, what was the Principal’s weakness?

---

Page 1 of 2
Given the considerable effort and attention that the Ramirez team gave to our transaction, there were no weaknesses exhibited during the course of the engagement.

<table>
<thead>
<tr>
<th>9. Was the Principal proactive or reactive in resolving issues? Please explain.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proactive from the beginning to the close of the transaction. Ramirez team periodically called and emailed to ensure the transaction was going smoothly, coordinate activities, report on status of various tasks, or point out what they see as potential concerns and propose how to resolve them.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. Would you hire the Principal again? Why or why not?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absolutely. Ramirez team performed to the most of our expectations. We are very pleased with the transaction execution up to and during the pricing and the results of it. Ramirez has a very strong, knowledgeable, hardworking and client-focused team and we have confidence they will do a great job on every engagement.</td>
</tr>
</tbody>
</table>

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
FORM 2: PROFESSIONAL REFERENCES
PROFESSIONAL BOND UNDERWRITING SERVICES
FOR LEE COUNTY PORT AUTHORITY

Person Providing Reference

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
</tr>
</thead>
</table>
| Name & Title: | Steve Busch  
Chief Financial Officer |
| Company: | Minneapolis-St. Paul Metropolitan Airports Commission  
6040 28th Avenue South  
Minneapolis, MN  55450 |
| Email: | steve.busch@mspmac.org |
| Phone: | 612/726-8148 |

Section 2
Principal Information – Please Print Legibly

| Firm Name: | Samuel A. Ramirez & Co., Inc. |
| Project Name: | Minneapolis-St. Paul Metropolitan Airports Commission, Series 2019A/B/C |

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

Section 3

1. What was your job title and role during the referenced project?
   Chief Financial Officer

2. Did the Principal effectively address performance issues? How?
   Over the years we have never had any performance issues.

3. Was the project completed on time?
   All of our projects were completed effectively and on time.

4. Was the project completed within budget? If not, please explain.
   Yes, always.

5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?
   All questions were answered timely, clearly, and effectively to team members, staff, and our Board of Commissioners.

6. Describe the relationship between the Principal and other members of the project team?
   Always maintained a great and collaborative relationship with all members.

7. In your opinion, what was the Principal’s greatest strength in managing this project?
   Knowledge and ability to communicate clearly and effectively.

8. In your opinion, what was the Principal’s weakness?
   None were observed.

9. Was the Principal proactive or reactive in resolving issues? Please explain.
   Guy has always been proactive in identifying and resolving issues regarding the project or team members.

10. Would you hire the Principal again? Why or why not?
Yes, we would hire this individual again. Guy has done an outstanding job since joining our team in 1997. He has always been able to clearly demonstrate his knowledge in multiple areas of financing alternatives. He has also been able to effectively communicate and explain situations to our staff and to our Board of Commissioners.

Should you require additional information, please feel free to contact me at the number above.

RESPONDENT: Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
### Section 1
**Reference Respondent Information – Please Print Legibly**

| Name & Title: | Ronda Chu  
| Capital Finance Director |

| Company: | Airport Commission of the City and County of San Francisco  
| San Francisco International Airport  
| 757 McDonnell Road, 3<sup>rd</sup> Floor  
| San Francisco, CA 94128 |

| Email: | ronda.chu@flysfo.com |

**Please return completed form to:**

| Purchasing Agent: | TERRI L. BORTZ |

| Due Date: | Tuesday, July 23, 2019 |

| Total # Pages: |  ____ |

| Phone: | 650/821-2823 |

| Email: | tlbortz@flylcpa.com |

### Section 2
**Principal Information – Please Print Legibly**

| Firm Name: | Samuel A. Ramirez & Co., Inc.  
| (Guy Nagahama, Managing Director, previously at Jefferies LLC) |

| Project Name: | $876,895,000 Airport Commission of the City and County of San Francisco  
| San Francisco International Airport  
| Series 2017A/B/C/D and Series 2018A |

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

### Section 3

1. **What was your job title and role during the referenced project?**

   The reference is for Guy Nagahama in his former role as Managing Director at Jefferies LLC, as bookrunner for the Airport Commissions Series 2017A-D and Series 2018A bond transaction. I do not have prior experience with Ramirez.

   As Capital Finance Director, I lead the issuance and administration of municipal bonds and commercial paper notes for the Airport Commission. The Commission currently has $7.3 billion in outstanding debt, 92% fixed, and 8% variable rate debt, and a $500 million Commercial Paper Program. Responsibilities pertaining to the referenced project above included the selection of Jefferies as bookrunner and five other bankers, day-to-day oversight of the team from development of legal documents, rating presentations, bond structuring, marketing plans to pricing and closing of the Bonds. This transaction not only included new money, but refunding of fixed and variable rate bonds with the additional complexities of swap termination and forward delivery of bonds. Guy performed well under pressure.

2. **Did the Principal effectively address performance issues? How?**

   Guy was responsive to the Commission’s request for considerations under the then effective “hold-the-price” rule and provided timely response in submitting the necessary documents to the City’s contracting unit clearing the hurdle for the execution of the Bond Purchase Agreement. He was flexible and was able to accelerate the financing schedule to accommodate changes in market condition at the time.

3. **Was the project completed on time?**

   Yes

4. **Was the project completed within budget? If not, please explain.**

   Yes, as the fees were negotiated before the transaction. The only item to highlight in hindsight is for both parties to fully appreciate what travel expenses are included in the negotiated fees to avoid post issuance compliance concerns.
<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?</td>
<td>Yes.</td>
</tr>
<tr>
<td>6. Describe the relationship between the Principal and other members of the project team?</td>
<td>Collaborative. Guy was a working Managing Director in that he reviewed and provided thoughtful suggestions on the financing/marketing plan and even identified a potential refunding candidate that was missed by our municipal advisors. However, timing was such that the Commission deferred this opportunity to the next transaction.</td>
</tr>
<tr>
<td>7. In your opinion, what was the Principal’s greatest strength in managing this project?</td>
<td>Responsiveness and on-point to provide a high level of service to the Commission. Guy values building business relationships and has the good judgement to escalate concerns and keep the financing team apprised on any significant developments that could impact the bond deal. Furthermore, I appreciate that he rolled up his sleeves to get the job done.</td>
</tr>
<tr>
<td>8. In your opinion, what was the Principal’s weakness?</td>
<td>None pertaining to the reference project. Overall, the Commission was satisfied with the performance and the marketing/pricing levels received on the bonds.</td>
</tr>
<tr>
<td>9. Was the Principal proactive or reactive in resolving issues? Please explain.</td>
<td>Please see response to item 2 above.</td>
</tr>
<tr>
<td>10. Would you hire the Principal again? Why or why not?</td>
<td>Yes. Please see response to items 6 and 7 above.</td>
</tr>
</tbody>
</table>

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

RAYMOND JAMES

1. Memphis-Shelby County Airport Authority
2. Norfolk Airport Authority
### FORM 2: PROFESSIONAL REFERENCES
### PROFESSIONAL BOND UNDERWRITING SERVICES
### FOR LEE COUNTY PORT AUTHORITY

<table>
<thead>
<tr>
<th>PERSON PROVIDING REFERENCE</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Forrest B. Artz, CFO</td>
<td>Purchasing Agent: TERRI L. BORTZ</td>
</tr>
<tr>
<td>Company:</td>
<td>Memphis-Shelby County Airport Authority</td>
<td>Due Date: Tuesday, July 23, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:fbartz@flymemphis.com">fbartz@flymemphis.com</a></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td>901-922-8088</td>
<td>Phone: 239-590-4554 Fax:239-590-4539</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:tlbortz@flylcpa.com">tlbortz@flylcpa.com</a></td>
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<table>
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<tr>
<th>PERSON FOR REFERENCE BEING PROVIDED</th>
<th>Principal Information – Please Print Legibly</th>
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</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Raymond James</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Airport Revenue Bonds Series 2018, 2011 &amp; 2010</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

#### Section 3

1. What was your job title and role during the referenced project?
   
   CFO, Issuer of GARB's and primary contact for Authority

2. Did the Principal effectively address performance issues? How?
   
   There were no negative performance issues

3. Was the project completed on time?
   
   Yes and achieved target interest costs

4. Was the project completed within budget? If not, please explain.
   
   N/A - Negotiated Fee

5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?
   
   Yes - always timely

6. Describe the relationship between the Principal and other members of the project team?
   
   A very collaborative relationship and approach

7. In your opinion, what was the Principal's greatest strength in managing this project?
   
   Being very proactive and continually involved

8. In your opinion, what was the Principal's weakness?
   
   None noted

9. Was the Principal proactive or reactive in resolving issues? Please explain.
   
   Proactive and complete

10. Would you hire the Principal again? Why or why not?
    
    Yes - high level of professionalism and knowledge of industry

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
**FORM 2: PROFESSIONAL REFERENCES**
**PROFESSIONAL BOND UNDERWRITING SERVICES**
**FOR LEE COUNTY PORT AUTHORITY**

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
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</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Robert Bowen Executive Director</td>
</tr>
<tr>
<td>Company:</td>
<td>Norfolk Airport Authority</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:rbowen@norfolkairport.com">rbowen@norfolkairport.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>757 857 3351</td>
</tr>
</tbody>
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**Please return completed form to:**
- Purchasing Agent: TERRI L. BORTZ
- Due Date: Tuesday, July 23, 2019
- Total # Pages: 1
- Phone: 239-590-4554 Fax: 239-590-4539
- Email: tlbortz@flylcpa.com

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<tbody>
<tr>
<td>Firm Name:</td>
<td>Raymond James</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Airport Revenue Bonds Series 2019 &amp; 2011</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

**Section 3**

1. What was your job title and role during the referenced project?
   - For the Series 2011 I was Deputy Executive Director, for the 2019 I was Executive Director. I worked directly with the Bond Team.

2. Did the Principal effectively address performance issues? How?
   - Yes. Excellent communications.

3. Was the project completed on time?
   - Yes.

4. Was the project completed within budget? If not, please explain.
   - Yes.

5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?
   - Yes.

6. Describe the relationship between the Principal and other members of the project team?
   - Very professional and as a team player.

7. In your opinion, what was the Principal’s greatest strength in managing this project?
   - Good knowledge of the Airport Authority and the projects.

8. In your opinion, what was the Principal’s weakness?
   - No weakness observed.

9. Was the Principal proactive or reactive in resolving issues? Please explain.
   - Both, depending on the issue.

10. Would you hire the Principal again? Why or why not?
    - Yes. Outstanding performance on both Series.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

RBC CAPITAL MARKETS

1. Austin Bergstrom International Airport
2. McCarran International Airport
**FORM 2: PROFESSIONAL REFERENCES**

**PROFESSIONAL BOND UNDERWRITING SERVICES**

**FOR LEE COUNTY PORT AUTHORITY**

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</tr>
</thead>
<tbody>
<tr>
<td><strong>Name &amp; Title:</strong></td>
<td>David Arthur, Chief Financial Officer</td>
<td>Purchasing Agent: <strong>TERRI L. BORTZ</strong></td>
</tr>
<tr>
<td><strong>Company:</strong></td>
<td><strong>Austin Bergstrom International Airport</strong></td>
<td><strong>Due Date:</strong> Tuesday, July 23, 2019</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:david.arthur@austintexas.gov">david.arthur@austintexas.gov</a></td>
<td><strong>Total # Pages:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>512-530-6688</td>
<td>Phone: 239-590-4554 Fax:239-590-4539</td>
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<tr>
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<tbody>
<tr>
<td><strong>Firm Name:</strong></td>
<td>RBC Capital Markets</td>
</tr>
<tr>
<td><strong>Project Name:</strong></td>
<td>$314,965,000 Airport Revenue Bonds, Series 2017AB (Snr Mgr) and additional senior co-manager role</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

### Section 3

1. **What was your job title and role during the referenced project?**
   
   CFO, Lead for Issuer

2. **Did the Principal effectively address performance issues? How?**
   
   Yes, RBC was proactive so there were no performance issues.

3. **Was the project completed on time?**
   
   Yes

4. **Was the project completed within budget? If not, please explain.**
   
   Yes

5. **Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?**
   
   Yes, usually immediately or within a few hours

6. **Describe the relationship between the Principal and other members of the project team?**
   
   Excellent

7. **In your opinion, what was the Principal’s greatest strength in managing this project?**
   
   Knowledge of market and recommending rating strategies

8. **In your opinion, what was the Principal’s weakness?**
   
   None

9. **Was the Principal proactive or reactive in resolving issues? Please explain.**
   
   Proactive - resolved issues immediately

10. **Would you hire the Principal again? Why or why not?**

    Yes. Tom produced excellent results and is a pleasure to work with.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
**FORM 2: PROFESSIONAL REFERENCES**  
**PROFESSIONAL BOND UNDERWRITING SERVICES**  
**FOR LEE COUNTY PORT AUTHORITY**

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Joe Piurkowski, Chief Financial Officer</td>
<td>Purchasing Agent: <strong>TERRI L. BORTZ</strong></td>
</tr>
<tr>
<td>Company:</td>
<td>McCarran International Airport</td>
<td>Due Date: <strong>Tuesday, July 23, 2019</strong></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:josephp@mccarran.com">josephp@mccarran.com</a></td>
<td>Total # Pages:</td>
</tr>
<tr>
<td>Phone:</td>
<td>702-261-8029</td>
<td>Phone: 239-590-4554 Fax: 239-590-4539</td>
</tr>
</tbody>
</table>

**Section 2**  
**Principal Information – Please Print Legibly**

| Firm Name: | RBC Capital Markets |
| Project Name: | $59.9MM Airport Sys Rev Bonds, Series 2015A, $174.3MM Airport Sys Jr Sub Rev Notes, Series 2013C and various additional senior manager, co-manager and remarketing roles |

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

**Section 3**

1. What was your job title and role during the referenced project?
   
   **Airport CFO**

2. Did the Principal effectively address performance issues? How?
   
   **Yes**

3. Was the project completed on time?
   
   **Yes**

4. Was the project completed within budget? If not, please explain.
   
   **Yes**

5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?
   
   **Yes**

6. Describe the relationship between the Principal and other members of the project team?
   
   **RBC has been on the airport's underwriting pool for quite some time.**

7. In your opinion, what was the Principal's greatest strength in managing this project?
   
   **RBC has come through with not only underwriting services but also credit support when the airport greatly needed it.**

8. In your opinion, what was the Principal's weakness?
   
   **Cannot think of a weakness**

9. Was the Principal proactive or reactive in resolving issues? Please explain.
   
   **They are very proactive**

10. Would you hire the Principal again? Why or why not?
    
    **Yes, they have provided excellent service for many years.**

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

UBS FINANCIAL SERVICES, INC.

1. Greater Orlando Airport
2. Metropolitan Washington Airports Authority
3. Portland Jetport
**FORM 2: PROFESSIONAL REFERENCES**
**PROFESSIONAL BOND UNDERWRITING SERVICES FOR LEE COUNTY PORT AUTHORITY**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Name &amp; Title:</strong></td>
<td>Kathleen Sharman, Chief Financial Officer</td>
<td><strong>Purchasing Agent:</strong> TERRI L. BORTZ</td>
</tr>
<tr>
<td><strong>Company:</strong></td>
<td>Greater Orlando Aviation Authority</td>
<td><strong>Due Date:</strong> Tuesday, July 23, 2019</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:kathleen.sharman@goaa.org">kathleen.sharman@goaa.org</a></td>
<td><strong>Total # Pages:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>(407) 825-2026</td>
<td><strong>Phone:</strong> 239-590-4554 Fax: 239-590-4539</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:tlbortz@flylcpa.com">tlbortz@flylcpa.com</a></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Section 2</th>
<th>Principal Information – Please Print Legibly</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Firm Name:</strong></td>
<td>UBS Financial Services Inc.</td>
</tr>
<tr>
<td><strong>Project Name:</strong></td>
<td>Priority Subordinated Airport Facilities Revenue Bonds, Series 2017A (AMT)</td>
</tr>
</tbody>
</table>

**You or your firm have been provided as a reference on the project identified above. Please complete section 3:**

<table>
<thead>
<tr>
<th>Section 3</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>What was your job title and role during the referenced project?</strong></td>
<td>Chief Financial Officer for the Issuer</td>
</tr>
<tr>
<td>2. <strong>Did the Principal effectively address performance issues? How?</strong></td>
<td>Michael Lexton was the main point of contact for RBC who was the Book Running Sr. Manager. Transition was successful</td>
</tr>
<tr>
<td>3. <strong>Was the project completed on time?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td>4. <strong>Was the project completed within budget? If not, please explain.</strong></td>
<td>Yes</td>
</tr>
<tr>
<td>5. <strong>Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?</strong></td>
<td>Michael recommended going to market early which resulted in a lower interest rate than the Authority would have received had we waited</td>
</tr>
<tr>
<td>6. <strong>Describe the relationship between the Principal and other members of the project team?</strong></td>
<td>Michael is well respected by peers in the industry. Now leads a team at UBS of well respected finance professionals.</td>
</tr>
<tr>
<td>7. <strong>In your opinion, what was the Principal's greatest strength in managing this project?</strong></td>
<td>Michael Lexton is an excellent airport banker. Easy to work with.</td>
</tr>
<tr>
<td>8. <strong>In your opinion, what was the Principal's weakness?</strong></td>
<td>None noted</td>
</tr>
<tr>
<td>9. <strong>Was the Principal proactive or reactive in resolving issues? Please explain.</strong></td>
<td>Proactive - Smooth transition when key people were leaving the company.</td>
</tr>
<tr>
<td>10. <strong>Would you hire the Principal again? Why or why not?</strong></td>
<td>Yes. Responsive and provides good feedback.</td>
</tr>
</tbody>
</table>

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
## FORM 2: PROFESSIONAL REFERENCES
### PROFESSIONAL BOND UNDERWRITING SERVICES
#### FOR LEE COUNTY PORT AUTHORITY

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<thead>
<tr>
<th>Section 1</th>
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</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Giedre Ball, Debt Program Manager</td>
<td>Purchasing Agent: <strong>TERRI L. BORTZ</strong></td>
</tr>
<tr>
<td>Company:</td>
<td>Metropolitan Washington Airports Authority</td>
<td>Due Date: <strong>Tuesday, July 23, 2019</strong></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:giedre.ball@mwaa.com">giedre.ball@mwaa.com</a></td>
<td>Phone: 239-590-4554 Fax: 239-590-4539</td>
</tr>
<tr>
<td>Phone:</td>
<td>703/417-1911</td>
<td>Email: <a href="mailto:tblortz@flylcpa.com">tblortz@flylcpa.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 2</th>
<th>Principal Information – Please Print Legibly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>UBS Financial Services Inc.</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Series 2019 A and B Airport System Revenue and Refunding Bonds</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

<table>
<thead>
<tr>
<th>Section 3</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. What was your job title and role during the referenced project?</td>
<td>Debt Manager, managed Series 2019AB bond transaction</td>
</tr>
<tr>
<td>2. Did the Principal effectively address performance issues? How?</td>
<td>Did not experience any performance issues.</td>
</tr>
<tr>
<td>3. Was the project completed on time?</td>
<td>Yes, the transaction went according to the original schedule and priced when it was planned.</td>
</tr>
<tr>
<td>4. Was the project completed within budget? If not, please explain.</td>
<td>Yes.</td>
</tr>
<tr>
<td>5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?</td>
<td>Yes. UBS was proactive in responding to requests and did so in a timely manner.</td>
</tr>
<tr>
<td>6. Describe the relationship between the Principal and other members of the project team?</td>
<td>UBS team is very professional and collaborative.</td>
</tr>
<tr>
<td>7. In your opinion, what was the Principal’s greatest strength in managing this project?</td>
<td>UBS team served as a co-manager on the transaction as such they did not lead the transaction and I cannot speak to their greatest strength in relation to this bond deal. Nevertheless, having known the UBS team members from previous interactions and transactions, it is a very strong, client focused, and professional team that ready to put their knowledge and firm’s balance sheet to work.</td>
</tr>
<tr>
<td>8. In your opinion, what was the Principal’s weakness?</td>
<td>Cannot think of any.</td>
</tr>
<tr>
<td>9. Was the Principal proactive or reactive in resolving issues? Please explain.</td>
<td>Always proactive, based on previous transactions experience</td>
</tr>
<tr>
<td>10. Would you hire the Principal again? Why or why not?</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Yes, UBS team is very experienced, knowledgeable and ready to provide great client service.</td>
<td></td>
</tr>
</tbody>
</table>

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
**FORM 2: PROFESSIONAL REFERENCES**

**PROFESSIONAL BOND UNDERWRITING SERVICES**

**FOR LEE COUNTY PORT AUTHORITY**

<table>
<thead>
<tr>
<th>PERSON PROVIDING REFERENCE</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Paul Bradbury, Airport Director</td>
<td>Purchasing Agent: <strong>TERRI L. BORTZ</strong></td>
</tr>
<tr>
<td>Company:</td>
<td>Portland Jetport</td>
<td>Due Date: <strong>Tuesday, July 23, 2019</strong></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:phb@portlandmaine.gov">phb@portlandmaine.gov</a></td>
<td>Total # Pages: 1</td>
</tr>
<tr>
<td>Phone:</td>
<td>(207) 756-8029</td>
<td>Phone: 239-590-4554 Fax: 239-590-4539</td>
</tr>
</tbody>
</table>

**Section 2: Principal Information – Please Print Legibly**

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>UBS Financial Services Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>Series 2019 General Airport Revenue Refunding Bonds</td>
</tr>
</tbody>
</table>

You or your firm have been provided as a reference on the project identified above. Please complete section 3:

**Section 3**

1. What was your job title and role during the referenced project?
   - Airport Director, primary manager for the Portland Jetport on this refunding.

2. Did the Principal effectively address performance issues? How?
   - This project is not yet complete, performance to date on this and past projects has been exemplary.

3. Was the project completed on time?
   - This project is not yet complete, but all work to date has been completed ahead of schedule.

4. Was the project completed within budget? If not, please explain.
   - As noted previously this project is still underway, but all work to date is within budget.

5. Did the Principal respond to questions / concerns from the Owner/ Manager in a timely manner?
   - Yes, UBS, and Michael Lexton's team always respond in a timely manner.

6. Describe the relationship between the Principal and other members of the project team?
   - I have done several projects with Michael Lexton and the UBS team members and found the relationships to be positive among all project team members.

7. In your opinion, what was the Principal’s greatest strength in managing this project?
   - The Principal is an experienced subject matter expert in airport financing and this experience and knowledge has proven to be a significant strength on this project and previous projects.

8. In your opinion, what was the Principal’s weakness?
   - I have not noted a performance weakness by the Principal.

9. Was the Principal proactive or reactive in resolving issues? Please explain.
   - I have found the Principal to be extremely capable and a forward planner which keeps issues from arising.

10. Would you hire the Principal again? Why or why not?
    - Yes, I would highly recommend the Principal and would certainly hire for future projects.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

PNC CAPITAL MARKETS, LLC

NO REFERENCES
REFERENCES FOR: LOQ #19-01 Professional Bond Underwriting Services

ROCKFLEET FINANCIAL SERVICES

NO REFERENCES
# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. REQUESTED MOTION/PURPOSE: Request Board rank qualifications submitted for LOQ #19-21LD Construction Manager/General Contractor.
2. FUNDING SOURCE: N/A
3. TERM: 3 years
4. WHAT ACTION ACCOMPLISHES: Competitively selects two (2) Construction Manager/General Contractor firms to perform construction related services under an on-call continuing contract.

| 5. CATEGORY: 9. Administrative Agenda |
| 6. ASMC MEETING DATE: 9/17/2019 |
| 7. BoPC MEETING DATE: 11/7/2019 |

### AGENDA:
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- **X** ADMINISTRATIVE

### REQUESTOR OF INFORMATION:
- **(ALL REQUESTS)**
  - **NAME** Mark Fisher
  - **DIV.** Development

### BACKGROUND:
Port Authority staff has a need for an on-call General Construction Manager/General Contractor (CM/GC) for smaller airport construction projects. On June 28, 2019, a Request for Letters of Qualifications (LOQs) was advertised for Construction Manager/General Contractor. The basic scope of services outlined in the Request for LOQs includes:

- All work under this contract is limited to projects with a construction cost estimate under $2 million. All work on projects over $2 million will be competitively advertised under separate solicitations.
- This is a professional service contract. Employees of the CM/GC firms shall not self-perform any construction work.
- The CM/GC will be required to seek competitive bids for all construction work, with the lowest responsive sub-trade bids awarded as subcontracts to the CM/GC.
- Federal Aviation Administration regulations do not allow CM/GC fees to be determined by a percentage of construction cost. All CM/GC fees shall be negotiated prior to receiving bids for each project or task. CM/GC fees will be negotiated based on personnel assigned to each project/task, individual hourly rates, number of man hours required, as well as direct/indirect expenses and will have no correlation to the low-bid construction costs.
- For each project or task, the CM/GC will enter into a Lump Sum agreement with the Port Authority, which will consist of the negotiated CM/GC fees and all low-bid subcontracted work.
- There is no Guaranteed Maximum Price (GMP) for each task/project, no percentages will be used to calculate CM/GC fees and all project/task contingencies are held by the Port Authority.
- Federal regulations require that projects with the potential for federal grant funding be awarded to the top ranked...

### EXECUTIVE DIRECTOR
- **Jeffrey A. Mulder**

### DEPUTY EXEC DIRECTOR
- **Mark R. Fisher**

### COMMUNICATIONS AND MARKETING
- **Victoria B. Moreland**

### OTHER
- **N/A**

### FINANCE
- **Brian W. McGonagle**

### PORT ATTORNEY
- **Gregory S. Hagen**

### 11. RECOMMENDED APPROVAL

<table>
<thead>
<tr>
<th>APPROVED</th>
<th>APPROVED as AMENDED</th>
<th>DENIED</th>
<th>DEFERRED to</th>
<th>OTHER</th>
</tr>
</thead>
</table>

### 12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

### 13. PORT AUTHORITY ACTION:

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER
Based on the existing CM/GC contracts (2017 – 2020) currently held by two (2) firms (Owen-Ames-Kimball Co., and DeAngelis Diamond Construction), services to be provided as a result of this Request for LOQs are estimated to include approximately 10 projects/tasks per year over the three year term, with average fees paid directly to each selected CM/GC of approximately $105,000 per year and average fees paid to low bid subcontractors averaging $292,225 per year for each of the firms.

The Request for LOQs was advertised in the Fort Myers News-Press, on the Port Authority’s website, as well as in statewide aviation trade publications. A mandatory pre-LOQ meeting was held on July 8, 2019, to more specifically discuss the services related to this Request for LOQs and to answer any questions from potential respondents. On July 29, 2019, seven (7) LOQs were submitted from the following firms (listed in alphabetical order):

- EnviroStruct, LLC
- Gates Group, LLC dba Gates Construction (GATES)
- Gulfpoint Construction Company, Inc.
- Halfacre Construction Company
- Manhattan Construction (Florida), Inc.
- Wright Construction Group, Inc.

A publicly noticed meeting of the Staff Evaluation Committee was held on August 16, 2019, to develop staff summaries, review comments and recommendations for the Airports Special Management Committee (ASMC) for their consideration. To assist the ASMC and Board in their evaluation and ranking of firms, staff has prepared the attached information summarizing each of the responding LOQs. Staff’s review of the written LOQs was done in accordance with the May 2019 Board approved revisions to the LCPA Purchasing Manual placing emphasis on concurrent workload, which rewards qualified firms that submit good proposals and that do not already have other concurrent contracts with the LCPA. As a result, the Staff Evaluation Committee scored the LOQs as follows:

1. Gates Group, LLC dba Gates Construction (GATES)
2. Halfacre Construction Company
3. Wright Construction Group, Inc.
4. Manhattan Construction (Florida), Inc.
6. EnviroStruct, LLC

Staff recommends that the ASMC rank firms in accordance with staff’s review and scoring of the written letters of qualifications and authorize staff to begin contract negotiations with the top two (2) ranked firms.

However, if the ASMC would like to hear oral presentations prior to their ranking, staff would recommend those be held with the top three (3) firms as reviewed and scored by staff, with presentations held at a future ASMC meeting.

Attachments:
Staff Summaries
LOQ #19-21LD
Addendum #1
Current LCPA Workload
References
Proposer: EnviroStruct, LLC
Contracts: No current LCPA Contracts

Proposer: Gates Construction
Contracts: No current LCPA Contracts

Proposer: Gulfpoint Construction Company, Inc.
Contracts: No current LCPA Contracts

Proposer: Halfacre Construction Company
Contracts: No current LCPA Contracts

Proposer: Manhattan Construction Company (FL)
Contracts:
Year Awarded: 2017  LOQ: CM/GC RSW Terminal Expansion  Duration: Expires 2022  Work expected to be performed through 2023
Year Awarded: 2017  LOQ: CM/GC RSW Ticketing/Gates Modernization  Duration: Expires 2022  Work expected to be performed through 2020
Year Awarded: 2018  LOQ: CM/GC RSW Passenger Boarding Bridges  Duration: Expires 2023  Work expected to be performed through 2021

Proposer: Owen-Ames-Kimball Company (OAK)
Contracts:
Year Awarded: 2016  LOQ: CM/GC RSW Rehabilitation Roads  Duration: Expires 2021  Work expected to be performed through 2022
Year Awarded: 2016  LOQ: CM/GC RSW Rehabilitation Airside Paving  Duration: Expires 2021  Work expected to be performed through 2023
Year Awarded: 2017  LOQ: CM/GC Continuing Services  Duration: Expires 2020
Year Awarded: 2018  LOQ: CM-GC FMY Multi-use Hangar  Duration: Expires 2021  Work expected to be performed through 2019
Year Awarded: 2018  LOQ: CM-GC FMY South Quadrant Hangars/Ramp  Duration: Expires 2023  Work expected to be performed through 2024
Year Awarded: 2018  LOQ: CM-GC RSW Rental Car Relocation  Duration: Expires 2024  Work expected to be performed through 2024

Proposer: Wright Construction Group
Contracts:
Year Awarded: 2015  LOQ: CM/GC RSW TAR/Skyplex Blvd  Duration: Expires 2020  Work expected to be performed through 2019
Year Awarded: 2018  LOQ: CM/GC RSW Maintenance Building  Duration: Expires 2021  Work expected to be performed through 2020
ENVIROSTRUCT, LLC

Project Manager (PM): Carey Foley (currently working in Bonita Springs, FL office).

PM Education: B.S. in Construction Technology, Purdue University.
PM Years of Experience: 20 years total, 4 with this firm.
PM Local Experience: 11 years experience working in southwest Florida.

PM Project Experience:
- United Airlines Breakroom Renovation (location not listed) ($43k)
- Staybridge Suites, Naples, FL. ($13.2M)
- The Landings Wheelhouse Grill and Helm Club (6,500 SF) (location not listed) ($204k)
- Germain Auto Images Showroom (12,000 SF), Naples, FL ($1.6M)
- Coral Ridge Funeral Home & Offices, Cape Coral, FL ($2.6M)
- Porsche of Naples (65,000 SF), Naples, FL ($8.5M)
- Charlotte County Event Center (50,000 SF) ($15.7M) (while employed at other firm)
- Punta Gorda Airport - Fire House ($4.3M) (while employed at other firm)

Firm’s Experience & Support Staff:

Offices: Headquartered in Bonita Springs, FL. Southwest Florida office: One office in Bonita Springs, FL; 1 other FL office in Clermont, FL. Employees: 55 total employees, 40 in southwest Florida.

Firm’s Experience: (in addition to PM experience)
- Palm Beach Int’l Airport – Hertz Facility Canopies Maintenance Repairs & Site Improvements ($897k)
- Tampa Int’l Airport – Hertz Tenant Improvements & QTA Administrative Building ($3.6M)
- Fort Lauderdale Int’l Airport – Hertz Rent-A-Center Customer Service Building & Parking Garage Improvements ($315k)
- Oak Creek Charter School, Bonita Springs, FL ($99k)
- Florida Power & Light Administrative Building & Training Center, Naples, FL ($5.6M)
- Fire Department #23 Fire Station (7,500 SF), Bonita Springs, FL ($1.7M)
- Fire Department #26 Fire Station (7,500 SF), Bonita Springs, FL ($1.7M)

Overall Proposal: Staff felt that this was the #6 best written proposal. ENVIROSTRUCT is a firm headquartered locally with general contracting and construction management experience. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; Firm lists some airport project experience; and PM lists some southwest Florida experience. Proposal weaknesses include: Firm and PM have no RSW or FMY experience; overall LOQ presentation poor without demonstration of clear understanding of LCPA goals, contract, or experience with FDOT/FAA/TSA; PM lists only one (1) airport project experience; PM references not provided; organizational chart confusing; and Conflict of Interest/Business Ethics Statement not provided. Weak DBE & W/MBE discussion without historical goals, statement of commitment, or expected goals.

References: No PM references received, 2 Firm references received; all were favorable.
Staff Qualifications Committee Review of LOQs
Construction Manager/General Contractor Services LOQ #19-21LD

GATES GROUP, LLC dba GATES CONSTRUCTION (GATES)

**Project Manager (PM): John Buzzy** (currently working in Bonita Springs, FL office).
- **PM Education:** B.S. in Building Construction, Penn State.
- **PM Years of Experience:** 37 years total, 1 with this firm.
- **PM Local Experience:** 28 years experience working in southwest FL.

**PM Project Experience:**
- Jacksonville Int’l Airport – Expansion (new parking garages, new day lots, terminal expansion, bag claim renovation, baggage handling system installation/renovation, new TSA checkpoints, new concourses, courtyard renovations) ($260M) *(Acting as Project Executive/Sr. Project Manager)*
- Tampa Int’l Airport – Automated People Mover & Consolidated Rental Car Facility ($50M) *(Acting as Sr. Project Manager)*
- Los Angeles Int’l Airport – Terminal 5 Renovation ($150M) *(Acting as Project Executive)*
- Greenville-Spartanburg Intl Airport – Terminal Improvements (parking garages, terminals, and concourses) ($100M) *(Acting as Sr. Project Manager)*
- Sapphire Lakes Pineapple House (115,381 SF) *(location not listed)* ($19.7M) *(Acting as Sr. Project Manager)*
- Carl’s White Glove Personal Storage & Wine Vault (90,972 SF) *(location not listed)* ($6.2M) *(Acting as Assistant Project Manager)*
- Church of Jesus Christ of Latter Day Saints (13,392 SF) *(location not listed)* ($4.2M) *(Acting as Sr. Project Manager)*

**Firm’s Experience & Support Staff:**
- **Offices:** Headquartered in Bonita Springs, FL; two (2) other FL offices - Sarasota, & Palm Beach Gardens.
- **Southwest Florida office:** (1) office in Bonita Springs, FL.
- **Employees:** 75 total employees, 72 in southwest Florida.
- **Firm’s Experience:** (in addition to PM experience)
  - Fort. Lauderdale Executive Airport – Aviation Equipment and Service Facility (7,421 SF)
  - Sarasota Bradenton Int’l Airport – Information Center
  - Detroit Metropolitan Airport – New Terminal, Concrete Tunnels, Suspended Decks, Concrete Runways, & New Service Road
  - Lee County Emergency Operations Center
  - Lee County Schools Transportation Facility (20,000 SF)
  - Collier County School District Bus Maintenance Facility
  - Fire Station 49 (11,820 SF), City of Fort Lauderdale, FL

**Overall Proposal:** Staff felt that this was the #1 best written proposal. GATES is a firm headquartered locally specializing in general contracting, construction management, and design/build services for public and private companies. Proposal strengths include: Firm has no other concurrent LCPSA contracts/projects ongoing; Firm demonstrates airport experience and other southwest Florida experience; overall LOQ presentation very good with demonstration of clear understanding of LCPSA goals, contract and roles; and key support staff with airport project experience. Proposal weaknesses include: PM demonstrates large airport project experience, but does not list experience with continuing contracts; PM local experience not listed and PM with firm for only 1 year. Good DBE & W/MBE discussion with historical goals and statement of commitment with expected goals.

**References:** 3 PM references received, 1 Firm reference received; all were favorable.
GULFPOINT CONSTRUCTION COMPANY, INC.

**Project Manager (PM):** John Huether (currently working in Fort Myers, FL office).

- **PM Education:** High School Graduate.
- **PM Years of Experience:** 43 years total, 34 with this firm.
- **PM Local Experience:** Thirty-six (36) years experience working in southwest Florida.

- **PM Project Experience:** (following projects all listed role as Construction Manager)
  - Delta Airlines Real Estate Integration Program (location not listed) ($35k)
  - Sam Galloway Ford Car Rental Facility (location not listed) ($450k)
  - Charlotte Campus - Building E Pilot Training Classroom (location not listed) ($408k)
  - Bonita Springs Elementary School – Kitchen/Café Upgrades ($264k)
  - Mariner High School – Kitchen Expansion ($273k)
  - Estero High School – Chiller Tower Conversion ($1.5M)
  - Bonita Springs High School ($622M)
  - Harns Marsh Middle School & Gymnasium ($19.2M)
  - Oak Hammock Middle School/Freestanding Gymnasium/Manatee Elementary School ($52.8M)
  - Alva K-8 School – Auditorium Renovation ($854k)
  - FSW State College - Ongoing Contracts/Roof Replacements/Building Repairs/Pedestrian Bridges/Parking Lot Upgrades/Life Safety Upgrades ($>200k)

**Firm’s Experience & Support Staff:**

- **Offices:** Headquartered in Fort Myers, FL.
- **Southwest Florida office:** One (1) office in Fort Myers, FL.
- **Employees:** 9 total.
- **Firm’s Experience:** (in addition to PM experience) (all projects delivered as CM@Risk)
  - FSW State College (Charlotte Campus) – Chiller Replacement ($1.9M)
  - FSW State College (Collier Campus) – Chiller Replacement ($107k)
  - FSW State College (Hendry/Glades Campus) – New Student Building ($1.0M)
  - FSW State College (Lee Campus) – Chiller ($372k), HVAC ($250k), Roof & Window Replacements ($563k), Pedestrian Bridges ($98k), Roof Replacement ($164k)
  - FSW State College (Campus Wide) – Building Repairs ($734k), Life Safety Repairs ($47k), Grounds Repairs ($147k), Parking Lot Repairs ($170k)
  - Riverdale High School – Kitchen/Cafeteria Expansion & Renovation (26,000 SF) ($1.3M)

**Overall Proposal:** Staff felt that this was the #7 best written proposal. GULFPOINT is a firm headquartered locally specializing in construction management, construction management at risk, and general contracting services. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing and demonstrates southwest FL experience; and PM demonstrates southwest FL experience. Proposal weaknesses include: Firm demonstrates no airport experience (only School construction experience listed); PM demonstrates only one very small (1) airport project experience and appears to manage all work; Overall LOQ presentation poor without adherence to format requirements including no demonstration of clear understanding of LCPA goals, contract and roles; weak executive summary and repeating of information; and bio information/references provided were confusing. Experience with FDOT/FAA/TSA not demonstrated. Poor DBE & W/MBE discussion without historical goals and statement of commitment with expected goals.

**References:** 1 of 2 PM references received, 2 Firm references received; all were favorable.
HALFACRE CONSTRUCTION COMPANY

**Project Manager (PM): Craig Emery,** (currently working in Punta Gorda, FL office).

- **PM Education:** B.S. in Industrial Technology, Illinois State University; M.B.A., Edgewood College.
- **PM Years of Experience:** 31 years total, 7 with this firm.
- **PM Local Experience:** 15 years experience working in southwest FL.

**PM Project Experience:**
- Charlotte County Airport Authority – Air Traffic Control Tower ($2.4M)/TSA Terminal Renovations ($178k)/New Rental Car Wash & Detail Center ($294k)/Administration Building (10,000 SF) ($1.37M)/Road Extension ($1.2M)/Terminal Site Improvements ($1.4M)/Bermont Road Improvements
- Sarasota Int’l Airport – Air Traffic Control Tower ($25M)
- Charlotte Harbor Event & Conference Center, Punta Gorda, FL ($19.6M) (*while employed at another firm*)
- Fire/EMS Vehicle Maintenance Facility, Charlotte County, FL ($4.5M) (*while employed at another firm*)
- Hendry County Emergency Operations Center, LaBelle, FL ($4.8M) (*while employed at another firm*)
- Charlotte County Emergency Operations Center, Punta Gorda, FL ($10.2M) (*while employed at another firm*)
- DFW – Airport Simuflite Facility, Dallas, TX ($9.0M) (*while employed at another firm*)

**Firm’s Experience & Support Staff:**

- **Offices:** Headquartered in Sarasota, FL. One (1) other FL office in Punta Gorda, FL.
- **Southwest Florida office:** (1) office in Punta Gorda, FL.
- **Employees:** 30 total employees, 5 in southwest FL.
- **Firm’s Experience:** (in addition to PM experience)
  - Charlotte County Airport Authority – Airline Terminal (16,000 SF) ($5.62M)/T-Hangars & Various Projects ($617k)/Board Meeting Room ($221k)
  - Charlotte County School District – Continuing Services Contract (< $2M) (2017-present)
  - Collier County School District - Continuing Services Contract (<$2M) (2009 - present)
  - Hillsborough County – MacDill Air Force Base Special Ops Facility
  - Manatee County Port Authority - Various warehouse and other building projects ($18M)
  - Sarasota County – Administration Center Renovation ($9M)/RL Anderson Courthouse Expansion ($20M)/BOB Building Renovation ($2M)/SCAT Transit Facility ($1M)/Siesta Key Village Beautification ($1M)/other miscellaneous projects (<$1M)

**Overall Proposal:** Staff felt that this was the #2 best written proposal. HALFACRE CONSTRUCTION COMPANY is a firm headquartered in southwest FL specializing in general contracting and construction management services. Proposal strengths include: Firm has no other concurrent LCPA contracts/projects ongoing and demonstrates southwest Florida experience; Firm demonstrates southwest FL airport project and continuing services contract experience; and PM demonstrates southwest FL experience, various airport project experiences, and other good relevant experience. Overall LOQ presentation allows easy read. Proposal weaknesses include: Firm nor PM lists RSW or FMY project experience; PM project description is brief; executive summary discussion missing some elements; and demonstrated understanding of contract/role not clear. Fair DBE & W/MBE discussion lacking historical achievements and goals.

**References:** No PM references received, 3 Firm references received; all were favorable.
MANHATTAN CONSTRUCTION (FLORIDA), INC.

Project Manager (PM): Jim Brindle, LEED AP BD+C (currently working in Naples, FL office).
  PM Education:  B.S. in Civil Engineering, Drexel University.
  PM Years of Experience:  50 years total, 15 with this firm.
  PM Local Experience:  6 years experience working in southwest Fl.

PM Project Experience:
  - RSW - Ticket Counter & Gate Podium Modernization ($13M)
  - Dallas Fort Worth Int’l Airport – Terminal Improvement Program ($995M)
  - Dallas Fort Worth Int’l Airport – Terminal B Heating Water/Chilled Water Mains ($8.9M)
  - Hartsfield-Jackson Atlanta Int’l Airport - Maynard H. Jackson Int’l Terminal ($1B)
  - Tampa Int’l Airport – Airside Terminal E ($71M)
  - Tampa Int’l Airport – Outbound Baggage & Inline Security Screening ($137M)
  - Hartsfield-Jackson Atlanta Int’l Airport - Delta Airlines Terminal Renovation

Firm’s Experience & Support Staff:
  Offices:  Headquartered in Naples, Fl. One (1) other FL office in Tampa, FL.
  Southwest Florida office:  (1) office in Naples, Fl.
  Employees:  800 total employees, 46 in southwest Florida.
  Firm’s Experience:  (in addition to PM experience)
  - RSW – Public Announcement Address System Upgrades ($1.1M)
  - RSW – Midfield Terminal Apron Expansion & Associated Taxiways ($27.9M)
  - Naples Mun. Airport - Water Management System Improvements & Taxiway ($3.9M)
  - St. Pete-Clearwater Int’l Airport – Ticketing A In-line Baggage Inspection System ($10.1M)/Security System Improvements ($3.2M)
  - Tampa Int’l Airport – Parking Access & Revenue Control System Repl. ($12.1M)
  - Fort Lauderdale Int’l Airport – Southwest Airlines FLL Integration – Ramp Office Renovation ($1.1M)
  - Dallas Fort Worth Int’l Airport – FIS Corridor ($16M)
  - Polk County Schools Continuing Contract, Polk County, FL (CM@R Projects< $2M) (2017-present)
  - University of South Florida Continuing Contract, Tampa, FL (CM@R Projects< $2M) (2016-present)
  - District School Board of Collier County Continuing Contract, Collier County, FL (CM@R Projects< $2M) (2009-2016)
  - Lee County Schools Continuing Contract, Lee County, FL (General Contracting Projects< $2M) (2009-2015)

Overall Proposal:  Staff felt that this was the #4 best written proposal. Manhattan Construction is a firm headquartered locally with local, national and international construction management, general contracting, and design-build experience. Proposal strengths include: Firm demonstrates RSW, southwest FL, and other FL airport project experience, as well as airport and school continuing services contract experience; PM demonstrates RSW and other FL airport project experience, as well as other national airport experience. Overall LOQ presentation very good with detailed executive summary and demonstrated clear understanding of contract/role. Proposal weaknesses include: PM doesn’t demonstrate continuing contract experience and project experience listed is for large scale projects; and organizational chart provided lacks depth of staff; and Firm has two (2) other concurrent LCPA contracts/projects ongoing. Very good DBE & W/MBE discussion with historical achievements and statement of commitment.

References:  1 of 2 PM references received, 1 Firm reference received; all were favorable.
Staff Qualifications Committee Review of LOQs  
Construction Manager/General Contractor Services LOQ #19-21LD  

OAK/FL, INC., dba OWEN-AMES-KIMBALL COMPANY (O-A-K)  

Project Manager (PM): Abel Natali, LEED AP/CDT/CSI (currently in Fort Myers, FL office).  
PM Education: B.S. in Finance & Business Administration, University of Florida.  
PM Years of Experience: 13 years total, 13 with this firm.  
PM Local Experience: 13 years experience working in Southwest Florida.  
PM Project Experience:  
- Lee County Port Authority General Construction Manager (Acting as the General Contractor)/(2017-2020) (projects < $2M/each)  
- Lee County Port Authority General Construction Manager (Acting as the General Contractor)/(2014-2017) (projects < $2M/each totaling $6.1M)  
- Flint Pen Strand, Imperial Marsh, & Site H - Fence Repairs & Vegetation Maintenance ($58k) /Trails Maintenance ($61k)/Exotics Mitigation ($300k)  
- RSW – ARFF Bay Doors Replacement ($1M)/Onsite Exotics Vegetation Treatment ($18k)/Concourse Charging Stations ($650k)/Terminal Building Exterior Stucco Repairs Ph. 3 & 4 ($1.7M)  
- FMY – Multi-Use Hangar (25,000 SF) & Ramps (60,000 SF) ($6.0M)/Airside Perimeter Road ($1.5M)  
- St. John XXIII Parish Life Center & Adoration Chapel (location not listed) (21,954 SF) ($5.5M)  
- SW FL Community Foundation Collaboratory (22,500 SF) (location not listed) ($5.2M)  
- No. Fort Myers Academy of the Arts Central Energy Plant & Gym AHU Upgrades ($1.7M)  

Firm’s Experience & Support Staff:  
Offices: Headquartered in Fort Myers, FL.  
Southwest Florida office: Two (2) Offices in Fort Myers & Naples, FL.  
Employees: 161 total, 59 in southwest Florida; 102 in 2 Michigan offices.  
Firm’s Experience: (in addition to PM experience)  
- RSW – Taxiway F Pavement Repair ($90k) (Acting as CM)  
- FMY – Rehabilitation of Runway 5-23 & Associated Taxiways ($19.1M) (Acting as CM)  
- FMY – Rehabilitation of Runway 13-31 & Associated Taxiways ($7.9M) (Acting as CM)  
- LaBelle Mun. Airport – Terminal (6,240 SF) ($2.3M) (Acting as General Contractor)  
- Arcadia Mun. Airport – Turf Runway Drainage Improvements ($579k)/Airfield Lighting System Improvements ($581k) (Acting as General Contractor)  
- Albert Whitted Airport – Runway 7-25 & So. Connector Taxiway Rehab ($2.4M)  

Overall Proposal: Staff felt that this was the #5 best written proposal. O-A-K is a firm headquartered locally with construction management and general contracting experience. Proposal Strengths include: Firm demonstrates RSW, FMY, & southwest FL airport experience, as well as airport and school continuing services contract experience; PM demonstrates RSW, FMY, and continuing services contract experience. Overall LOQ presentation very good with detailed executive summary and demonstrated clear understanding of contract/role. Proposal weaknesses include: PM doesn’t demonstrate continuing contract experience and project experience listed is for only large scale projects; and organizational chart provided lacks depth of staff; and Firm has four (4) other concurrent LCPA contracts/projects ongoing. Very good DBE & W/MBE discussion with historical achievements and statement of commitment.  

References: 2 PM references received, 2 Firm references received; all were favorable.
WRIGHT CONSTRUCTION GROUP, INC.

Project Manager (PM): David Valin (currently working in Fort Myers, FL).
PM Education: B.S. in Business Management, FGCU.
PM Years of Experience: 15 years total, 14 with this firm.
PM SW Florida Years of Experience: 15 years experience working in southwest Florida.
PM Project Experience:
- RSW – Maintenance Building Expansion ($3.7M) (Acting as the CM)
- Collier County Government Continuing Service Contract – Immokalee Road Office Renovation ($113k) (Acting as Design-Builder)/Customer Service Station Cabinets ($65k) (Acting as General Contractor)/Courthouse AV Wire Renovation ($202k) (Acting as General Contractor)
- Collier County Government EMS 3 Hangar Improvements ($45k) (Acting as CM)
- Naples Municipal Airport – Executive Hangar Refurbishment ($120k) (Acting as General Contractor at Risk)
- Shell Point Retirement Community Continuing Services Contract – The Springs Dining Room Expansion (1,995 SF) ($45k) (Acting as the CM)/Outdoor Amphitheater Improvements ($497k) (Acting as the CM)

Firm’s Experience & Support Staff:
- Offices: Headquartered in Fort Myers, FL.
- Southwest Florida office: 3 offices - 2 in Fort Myers, FL; 1 in Punta Gorda, FL.
- Employees: 50 total, all in southwest Florida.
- Firm’s Experience (in addition to above PM experience):
  - Florida Department of Management Services Roof & Garage Repairs, Fort Myers, FL ($1.1M) (Acting as the CM)
  - Sarasota/Manatee Airport Improvements – North Quad Development ($4.1M) (Acting as the General Contractor)
  - Punta Gorda Airport – Apron Expansion (11,009 SY) ($3.0M) (Acting as the CM)
  - RSW – Terminal Access Road Widening ($4.4M) (Acting as the CM)

Overall Proposal: Staff felt that this was the #3 best written proposal. WRIGHT CONSTRUCTION GROUP is a firm headquartered locally with extensive southwest FL construction management experience. Proposal Strengths include: Firm has no other concurrent LCPA contracts/projects ongoing; Firm lists one (1) RSW project experience, as well as two (2) other southwest FL airport project experiences; and PM demonstrates one (1) RSW project experience and government/private continuing services contract experience. Proposal weaknesses include: Overall LOQ presentation good but executive summary generic, some sections exceeded page minimums, and LOQ lacked quality control. Good DBE & W/MBE discussion with historical achievements and statement of commitment.

References: No PM references received, 2 Firm references received; all were favorable.
REQUEST FOR
LETTERS OF QUALIFICATIONS
(LOQ)

LOQ # 19-21LD

CONSTRUCTION MANAGER/GENERAL CONTRACTOR

DATED: June 28, 2019

PURCHASING OFFICE

Lori DeLoach, CPPB, Senior Procurement Agent (Designated Contact)

TELEPHONE: (239) 590-4555
Email: LKDeLoach@FlyLCPA.COM
FAX NUMBER: (239) 590-4539

SUBMITTALS DUE: July 29, 2019, TIME: 2:00 PM, LOCAL TIME
Purchasing Office, 3rd Floor, Terminal Building, Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899

MANDATORY PRE-LOQ CONFERENCE: July 08, 2019,
TIME: 10:00 a.m., LOCAL TIME, Southwest Florida International Airport, Wright Brothers Conference Room, Third Floor, 11000 Terminal Access Road, Fort Myers, FL 33913-8899.
PART A – GENERAL INFORMATION AND CONDITIONS

DOCUMENT NO: LOQ #19-21LD
TITLE: REQUEST FOR LETTERS OF QUALIFICATIONS FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR

LOQ OPENING: MONDAY, JULY 29, 2019, 2:00 P.M. LOCAL TIME, PURCHASING OFFICE, 3RD FLOOR, TERMINAL BUILDING, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FL 33913-8899

The Lee County Port Authority will not discriminate against individuals with disabilities. Any person requiring special accommodations for attendance at the LOQ openings, or any meeting described in this Request for Letters of Qualifications, should contact Lori DeLoach, Senior Procurement Agent, Lee County Port Authority, Purchasing Office at telephone (239) 590-4555; fax (239) 590-4539; or email address LKDeLoach@flylcpa.com, at least seven (7) days before the meeting.

1. INSTRUCTIONS TO CONSULTANTS:

1.1 DELIVERY OF LETTERS OF QUALIFICATIONS:

(a) The delivery of the LETTERS OF QUALIFICATIONS (LOQs) to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the CONSULTANT. THE DEADLINE FOR DELIVERY OF ALL LETTERS OF QUALIFICATIONS IS 2:00 P.M., LOCAL TIME, JULY 29, 2019. ONE (1) ORIGINAL, EIGHT (8) IDENTICAL COPIES, AND ONE (1) IDENTICAL ELECTRONIC COPY IN PDF FORMAT AS A SINGLE FILE ON A FLASH/TRAVEL DRIVE OF YOUR LETTER OF QUALIFICATIONS SHALL BE DELIVERED. ALL LETTERS OF QUALIFICATIONS MUST BE MARKED: “LETTER OF QUALIFICATIONS FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR” *ELECTRONIC COPIES MUST NOT BE PASSWORD PROTECTED OR OTHERWISE ENCRYPTED* ALL LETTERS OF QUALIFICATIONS WILL BE DELIVERED TO THE LEE COUNTY PORT AUTHORITY, PURCHASING OFFICE, 3RD FLOOR, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913-8899.

(b) Electronically submitted or faxed Letters of Qualifications will not be considered.

(c) For informational purposes, firms responding to this Request for LOQs are cautioned to plan accordingly for on-time delivery. The delivery of LOQs to the Purchasing Office prior to the time stated in the previous section is solely and strictly the responsibility of the responding firm.

The Lee County Port Authority Purchasing Office will not be responsible for delays caused by delivery services or for any other reason. Responding firms are hereby directed to guarantee delivery of their LOQs prior to the LOQ opening time. The LOQ delivery deadline will be strictly enforced.

Any LOQ received after the scheduled opening time will not be considered.

1.2 INQUIRIES/RESULTS:

Except during a scheduled pre-LOQ meeting, Authority staff will not respond to oral inquiries regarding this Request for Letters of Qualifications. Interested firms may submit written inquiries regarding this LOQ via email to Lori DeLoach, LKDeLoach@flylcpa.com. The Authority will not respond to written or faxed inquiries received later than 2:00 p.m., local time, July 12, 2019.
The Authority utilizes Public Purchase to distribute information/specifications/addenda/results. Interested firms may register to receive this information free of charge by registering at https://www.publicpurchase.com/gems/register/vendor/register or by contacting Public Purchase Vendor Support at (801) 932-7000 or accessing the electronic link available from the Port Authority website at www.flylcpa.com or by calling the Purchasing Office at (239) 590-4556. It shall be the responsibility of the responding firm, prior to submitting their Letter of Qualifications, to contact the Purchasing Office to determine if addenda were issued, and to acknowledge and incorporate them into their Letter of Qualifications. All results concerning this request will be posted via Public Purchase or may be obtained by contacting the Purchasing Office.

1.3 MANDATORY PRE-LOQ CONFERENCE:

A mandatory pre-LOQ conference has been scheduled for July 08, 2019, 10:00 a.m., local time, in the Southwest Florida International Airport, Wright Brothers Conference Room, Third Floor, 11000 Terminal Access Road, Fort Myers, FL 33913-8899.

The purpose of the mandatory pre-LOQ conference will be to discuss the requirements and objectives of this Request for Letters of Qualifications and to answer any questions potential responding firms may have about the Request for Letters of Qualifications. At the mandatory pre-LOQ conference, the Authority will attempt to answer all questions received, reserving the right, however, to answer any question in writing in a subsequent addendum to the LOQ.

Letters of Qualifications submitted by firms that have not attended the mandatory pre-LOQ conference will not be considered.

1.4 COST OF PREPARATION:

The cost of preparing a response to this Request for Letters of Qualifications shall be borne entirely by the firm submitting Letters of Qualification.

2. GENERAL CONDITIONS:

2.1 RESERVATION OF RIGHTS:

The Lee County Port Authority reserves the right to reject any or all LOQs; to select one or more firms; to re-advertise this LOQ; to postpone or cancel this process; to waive irregularities in the LOQ process or in the Letters of Qualifications submitted in response thereto; and to change or modify the LOQ schedule or process outlined herein at any time.

2.2 BINDING OFFER:

Each Responding firm’s submittal will be considered a binding offer to perform the required services, assuming the terms of a Professional Services Agreement are negotiated satisfactorily. The submission of a LOQ shall be taken as prima facie evidence that the Responding firm has familiarized itself with the contents of this Request for Letters of Qualifications.

Negligence on the part of the Responding firm in preparing their LOQ confers no right of withdrawal or modification after the LOQ has been opened, at the appointed time and place by the Lee County Port Authority. Any such withdrawn LOQ shall not be resubmitted. LOQs will be in force for a period of one hundred-twenty (120) days after the opening date.
2.3 AVAILABILITY OF PERSONNEL:

Personnel described in the LOQ must be available to perform the services as described. All personnel shall be considered to be, at all times, the employees or agents of the Responding firm, and not employees or agents of the Lee County Port Authority.

2.4 OWNERSHIP OF DOCUMENTS:

All documents resulting from services under any professional services agreement will become the sole property of the Lee County Port Authority.

2.5 DISADVANTAGED & WOMAN/MINORITY-OWNED BUSINESS ENTERPRISE PROGRAMS:

The Lee County Port Authority has established Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprise (W/MBE) Programs for the purpose of increasing contracting and procurement opportunities for DBEs and W/MBEs as required by state, federal and local requirements.

The Lee County Port Authority is firmly committed to effectively implementing its DBE and W/MBE Programs. The Authority’s DBE and W/MBE goals will be established on a task by task basis after award of the prime contract based on funding, availability of workforce, specialization of required services, etc. Typically these goals are between ten percent (10%) and twenty percent (20%).

It is the policy of the Authority that DBEs and W/MBEs will have full and fair opportunities to compete for and participate in the performance of contracts on federally funded and nonfederally funded Authority capital projects including the provision of materials and supplies respectively. The Authority will encourage all current and prospective contractors, consultants, subcontractors, and subconsultants to assist in implementing this policy by taking the necessary measures to ensure meaningful and equitable participation by DBEs and W/MBEs and to encourage the development of existing and new DBEs and W/MBEs.

Contingent upon funding sources, a business certified as a W/MBE by the State of Florida Department of Management Services Office of Supplier Diversity (OSD) or certified as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FUCP) will be eligible to participate as a DBE or W/MBE on this prime contract.

2.6 ASSIGNMENT OF AGREEMENT:

The selected Firm will not assign any obligations resulting from this Request for Letters of Qualifications without the prior written authorization of the Lee County Port Authority.

2.7 NONEXCLUSIVITY OF AGREEMENT:

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

2.8 PUBLIC ENTITY CRIMES:

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 their Letter of Qualifications on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public
work; may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The Consultant certifies, by submission of the statement, attached as Form 6, 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.

2.9 SCRUTINIZED COMPANIES UNDER SECTION 287.135, F.S.:

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

The Consultant certifies, by submission of the certification as attached as Form #, 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.

2.10 INDEMNIFICATION:

The selected Consultant shall indemnify, hold harmless, and defend Lee County, Lee County Port Authority and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made and brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Consultant, or anyone performing any act required of the Consultant in connection with performance of any contract awarded pursuant to this Request for LOQs.

The selected Consultant shall indemnify and hold harmless, and defend Lee County, Lee County Port Authority and their respective Board of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Consultant during or after completion of the Work. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by the Lee County Port Authority.
2.11 NO LOBBYING:

All firms are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, Members of the Airports Special Management Committee and all Authority employees (with the exception of the Purchasing Office personnel designated to receive requests for interpretations or corrections) are not to be lobbied, either individually or collectively, regarding this Request for Letters of Qualifications. During the entire procurement process, all firms and their subcontractors, subconsultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted LOQs for this contract. All firms and their subcontractors, subconsultants, and any agents must submit individual affidavits with their LOQs 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 Letters of Qualifications.

ANY FIRM CONTACTING INDIVIDUALS MENTIONED HEREIN IN VIOLATION OF THIS WARNING SHALL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR LETTERS OF QUALIFICATIONS. JOINT VENTURES MUST FILE A SEPARATE AFFIDAVIT FOR EACH JOINT VENTURE PARTNER.

2.12 AGREEMENT:

The selected Consultant shall be expected to execute the Port Authority's standard Professional Services Agreement subject to successful negotiations of the parties.

2.13 PUBLIC RECORDS:

Responses to this LOQ are public records available for inspection by the public upon issuance of the Authority's Notice of Intended Decision or thirty (30) days after the opening of the sealed Letters of Qualifications, whichever is sooner, pursuant to Florida Statutes Section 119.071.

2.14 FINANCIAL ABILITY:

Every Consultant may be required to demonstrate financial stability as evaluated at the sole discretion of the Lee County Port Authority.

2.15 AUDITABLE RECORDS:

The Consultant that is awarded this project shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications of this Request for Letters of Qualifications and the Professional Services Agreement. These records shall be kept in accordance with generally accepted accounting methods and the Authority reserves the right to determine the record-keeping methods in the event of nonconformity. These records shall be maintained for five years after expiration or termination of the agreement and shall be readily available for inspection upon reasonable notice.

2.16 NONDISCRIMINATION CLAUSE:

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

2.17 GENERAL CIVIL RIGHTS CLAUSE:

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2.18 GOVERNING LAWS/RULES/REGULATIONS:

All Consultants shall hold all state, federal and county licenses required to perform the above referenced scope of work. The Consultant shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority.

2.19 UTILIZATION OF AGREEMENT BY OTHER GOVERNMENTAL ENTITIES:

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

2.20 TERMINATION CLAUSE:

The agreement between the Lee county Port Authority and the selected Consultant will contain a clause whereby the agreement may be terminated at the convenience of the Lee County Port Authority at any time during the term of the agreement by the Lee County Port Authority upon thirty (30) days written notice to the Consultant.

2.21 INSURANCE:

All firms should furnish proof of acceptable insurance. A copy of the firm’s current insurance certificate or a statement from the firm’s insurance company verifying the firm’s ability to obtain the insurance coverage as stated herein, must be submitted with the Letters of Qualifications.

The Consultant shall provide coverage with the limits of liability not less than those stated below, either under existing policies or by virtue of the specific contract policy. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form basis.” The Port Authority at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.
1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability and XCU coverage.

- General Aggregate: $4,000,000
- Products/Completed Operations Aggregate: $2,000,000
- Personal and Advertising Injury: $2,000,000
- Each Occurrence Combined Single Limit: $2,000,000

The policy shall be endorsed to include the following additional insured 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 Consultant, including materials, parts or equipment furnished in connection with such Work or Operations. A copy of the Additional Insured Endorsement must be provided with the certificate.

2. Automobile Liability
Bodily injury and property damage for any owned, hired and non-owned vehicles used in performance of any contract awarded under this Request for Letters of Qualification.

- Combined Single Limit (CSL): $2,000,000

The Policy shall be endorsed to include the following additional insured language:
"The Lee County Port Authority shall be named as an additional insured with respect to liability arising out of the activities performed by or on behalf of the Consultant."

3. Worker’s Compensation and Employer’s Liability

- Worker’s Compensation: Florida Statutory Limits
- Employer’s Liability
  - Each Accident: $1,000,000
  - Disease Each Employee: $1,000,000

Policy shall contain a waiver of subrogation against the Lee County Port Authority.

4. Professional Liability (when required, during the term of any professional services agreement): $2,000,000

5. Builder’s risk Insurance (when required, during the term of any professional services agreement) Equivalent to the cost of the project/contract/task

6. Additional Insurance Requirements-The Lee County Port Authority shall be named as an Additional Insured on the policies. The policies shall also include, or be endorsed to include, the following provisions:

   a. If Consultant maintains higher limits than the minimums shown above, the Lee County Port Authority requires, and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance shall be made available to the Lee County Port Authority.

   b. The Consultant’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

   c. The Consultant’s insurance coverage shall include a waiver of subrogation by both the Consultant and its insurers in favor of the Lee County Port Authority.

   d. For each of the insurance coverages listed above, Consultant’s sub-consultants may be subject to the same minimum requirements identified in
each section.
e. At the discretion of the Port Authority, all insurance limits may be reevaluated and may be adjusted at any time during the term of the professional services agreement.

7. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Request for Letters of Qualification shall provide the required coverage and shall not be suspended, voided or cancelled except after at least seven (7) days advance written notice has been given to the Authority. Such notice shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913.

8. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed, or authorized to do business with the State of Florida, and with an “A.M. 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 Consultant from potential insurer insolvency.

9. Verification of Coverage. Consultant shall furnish the Authority with certificates of insurance as required by this Request for Letters of Qualification. All certificates and any required endorsements are to be received and approved by the Authority before work commences. Each insurance policy required by this Request for Letters of Qualification must be in effect at or prior to commencement of work under this Request for Letters of Qualification and remain in effect for the duration of the professional services agreement. Failure to maintain the insurance policies as required by this Request for Letters of Qualification or to provide evidence of renewal is a material breach of any contract awarded under this Request for Letters of Qualification. All renewal certificates of insurance shall be sent directly to the Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913. The Authority reserves the right to require complete, certified copies of all insurance policies required by this Request for Letters of Qualification at any time.

3. CONSULTANT EVALUATION:

The Port Authority’s Staff Evaluation Committee (Evaluation Committee) shall meet to review the Letters of Qualification at a publicly noticed meeting. After reviewing all submitted Letters of Qualification, the Evaluation Committee shall forward all Letters of Qualifications to the Airports Special Management Committee (ASMC) for review. To assist with that review, the Evaluation Committee will make recommendations to the Airports Special Management Committee that includes a suggested order of preference of the firms the Evaluation Committee finds most qualified to perform the requested services or that have submitted the best LOQ.

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

The Airports Special Management Committee, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting Letters of Qualifications. If the Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations for interviews by lot before adjourning.
During the oral presentations, the Project Manager listed in the LOQ must be the principal speaker.

The Committee may waive oral presentations or interviews. If no oral presentations or interviews are requested, the Airports Special Management Committee selection shall be based on its review and evaluation of letters submitted by qualified firms at its initial public meeting.

The Executive Director, or his or her authorized designee, the Authority staff, and members of outside agencies (i.e., FAA and FDOT) may participate in the oral presentations or interviews as appropriate.

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

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

Should the Airports Special Management Committee determine from its evaluations that there are less than three (3) qualified firms submitting Letters of Qualifications, it shall provide the Board of Port Commissioners with such recommendation(s) as it deems appropriate under the circumstances.

The Board of Port Commissioners, after consideration of the recommendation(s) and order of preference reported by the Airports Special Management Committee, will take such action as it deems appropriate to approve, in order of preference, the firms that it deems qualified and capable to perform the required services, and authorize Port Authority staff to enter negotiations with the top ranked firm(s). The Airports Special Management Committee and the Board of Port Commissioners have the sole right to award multiple contracts under this solicitation and assign work based on Board endorsed policies.

The Evaluation Committee, the Airports Special Management Committee and/or the Board of Port Commissioners reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original Letter of Qualifications. Additionally, the Authority reserves the right to waive any informalities or irregularities in any LOQ and to reject any and/or all LOQs in its sole discretion.

4. DISQUALIFICATION:

4.1 CONSIDERATION OF QUALIFICATIONS:

The Lee County Port Authority reserves the right to reject, at its sole discretion, any Letter of Qualifications that are determined to be nonresponsive or if the evidence submitted by the Consultant or an investigation of the qualifications and/or experience of the Consultant fails to satisfy the Lee County Port Authority that such Consultant is sufficiently qualified or experienced to provide the services or carry out the obligations as required in this Request for Letters of Qualification.

The Lee County Port Authority may consider any Letter of Qualifications informal, that is not prepared and submitted in accordance with the provisions of this Request for LOQs, and may waive any informalities or irregularities, at its sole discretion.
4.2 AUTOMATIC DISQUALIFICATION:

Prospective consultants submitting Letters of Qualifications shall be disqualified from consideration of award of an agreement under this Request for Letters of Qualification, for any of the following reasons:

- Failure to attend mandatory Pre-LOQ Meeting.
- Failure to submit Consultant’s Certification with LOQ Submittal.
- 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 Port Authority Request for Letters of Qualifications.
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting Letters of Qualifications.
- Being on the Convicted Vendors List.
- Being on a Scrutinized Companies List or otherwise ineligible to submit a proposal to provide services under Section 287.135 Florida Statutes.
- Not being registered to do business in the State of Florida prior to submitting Letters of Qualifications.

5. LOCAL VENDOR PREFERENCE

Funding for this project/contract has not been secured. However, at this time, the Port Authority is requesting state grant funds for this project/contract. Pursuant to Florida Statutes Section 259.0991, in order to maintain eligibility of the project/contract as future grant funds are requested and ultimately secured, a local preference does not apply to this competitive solicitation.

6. EVALUATION CRITERIA

In considering firms for this solicitation, LCPA staff, the ASMC and the Board will consider the following evaluation criteria when determining the most qualified firm (in no order of importance or weighting).

A. Experience working on similar projects/contracts, particularly similar projects/contracts relating to airports, by the Project Manager, Firm, and Key Support Staff.

B. Past Record of Performance Working on LCPA projects/contracts.

C. Current workload with LCPA: Pursuant to Board policy direction, the Port Authority desires to spread the available airport work among qualified firms when possible and to offer opportunities for firms to gain airport experience which will offer the Port Authority a broader pool of qualified consultants available for future airport work. Therefore, the workload of firms currently under contract with the LCPA will be considered.

D. Responsiveness/Knowledge of Local Conditions: Importance will be placed on the firm’s ability to be more responsive because of its knowledge of southwest Florida conditions, southwest Florida office commitment, number of southwest Florida employees, experience with southwest Florida permitting, commitment to local economy, etc.

E. Local (dependent on funding)
   1. Funding for this project has not yet been completely secured. However, at this time, the LCPA is requesting federal and/or state grant funds for this project/contract. Pursuant to 49 CFR Part 18 and Florida Statutes Section 259.0991, in order to maintain eligibility of the project/contract as future grant funds are requested and ultimately secured, a local preference does not apply to this competitive selection.
F. Understanding of the project/contract.

G. Project Organization

H. DBE/WMBE participation, past performance on other projects/contracts and proposed approach.

I. References

J. Any other information deemed pertinent by the Evaluation Committee, Airport Special Management Committee or Board of Port Commissioners.

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PART B: CONTRACT INFORMATION AND LOQ REQUIREMENTS

1. CONTRACT IDENTIFICATION AND REQUIREMENTS: LOQ 19-21LD LETTERS OF QUALIFICATIONS FOR A CONSTRUCTION MANAGER/GENERAL CONTRACTOR

1.1 INTRODUCTION OF THE CONTRACT

The Lee County Port Authority ("Authority") invites the submission of Letters of Qualifications from interested firms to provide continuing CONSTRUCTION MANAGER/GENERAL CONTRACTOR services in conjunction with the operation, maintenance and development of the Southwest Florida International Airport and Page Field in Lee County, Florida.

1.2 BACKGROUND INFORMATION ON BOTH AIRPORTS

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

The Lee County Port Authority operates Southwest Florida International Airport (RSW), an award-winning, medium-hub commercial service airport located in Fort Myers, Fla. The airport served nearly 9.4 million passengers in 2018, and is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve RSW with nonstop service throughout the United States and international service to Canada and Germany. The annual regional economic benefit of the airport is $8.4 billion.

A new terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest in the nation offering a top-rated travel experience. The airport is currently undertaking a $200 million expansion project to meet the demands of increased passenger traffic. Other infrastructure improvements include a new Air Traffic Control Tower, roadway and airside pavement rehabilitation projects and a future parallel runway.

PAGE FIELD

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

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

1.3 SCOPE OF PROFESSIONAL SERVICES

The Port Authority is requesting LOQs from interested firms to provide Construction Manager/General Contractor services in conjunction with the operation, maintenance and development of RSW and Page Field in Lee County, Florida.

This CM/GC will serve as an extension of staff for a variety of small, medium and large size construction related projects. The services provided under this contract will be pursuant to Section 255.103 Fla. Stat., as amended, whereby estimated construction costs for each individual project or task does not exceed $2 million. Professional services for projects that exceed the statutory threshold will be obtained by separate competitive solicitation and award.

Pursuant to recent guidance by FDOT (and in anticipation of the incorporation of this new guidance into future state grants), any consultant firm, or its affiliate, that has developed the scope of services, the Request for Proposal (RFP) or other solicitation documents for
a particular project phase is ineligible to compete for that phase of the project for which they developed the solicitation documents. Since the firm selected under this contract is often requested to develop concepts and prepare cost estimates used in solicitations for projects whereby estimated construction costs exceed $2 million, and the Port Authority desires to keep all projects eligible to receive future state grant funding, any firm requested by the Port Authority to perform such early work on a given project whereby estimated construction costs will exceed $2 million is notified that it will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project.

Key terms of the professional services agreement negotiated as a result of this solicitation are anticipated to include:

- Tasks that have the potential to be funded with FAA, TSA or other federal grant funds will be negotiated with the top ranked firm.

- The term of the professional services agreement will be three (3) years, without extension.

- As this is a professional service contract selected under 49 CFR Part 18, direct employees of the selected CM/GC firm shall not perform any construction work as identified under Chapter 255 Florida Statute and corresponding regulations.

- Once under contract with the Port Authority, the selected CM/GC will participate in the design and procurement process on a project-by-project basis under a preconstruction services task assigned under the Professional Services Agreement.

- Upon completion of the design phase for any project, the CM/GC will be required to seek competitive bids for all subcontracted construction work.

- All sub-trade construction work shall be competitively bid by the CM/GC with the lowest responsive sub-trade bids awarded, unless good cause can be shown to award the work otherwise, in accordance with Port Authority, state and federal procurement regulations.

- Prior to the CM/GC solicitation of any subcontractor bids for any project or task, Port Authority staff will negotiate the CM/GC Professional Service fees associated with each project or task. CM/GC fees will not be negotiated as a percentage of the project construction cost. CM/GC fees will be negotiated based on personnel assigned to each project/task, individual hourly rates, number of hours anticipated, indirect expenses, and mark-ups/profit. CM/GC fees will typically be fixed as a Lump Sum Not-to-Exceed amount and based on the following:

  - **General Contractor/General Conditions** –
    - Non-Personnel costs related to field-based items (insurance, permits, bonds, trailers, equipment, etc.) needed to support the construction effort.
    - Superintendent Personnel costs related to providing on-site construction superintendents to manage low-bid subcontracted construction work.

  - **Construction Management Services** -
    - Professional Personnel costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, coordination with FAA, FDOT, Port Authority, etc.
Subcontractor costs associated with construction management services (surveying, field locate utilities, etc.) for the project.  

- The CM/GC will hold and subcontract for all low-bid subtrade work. The Port Authority will have no contractual relationship with any subcontractor.  

- The CM/GC will enter into a Lump Sum agreement with the Port Authority which will be comprised of the negotiated CM/GC fees and all low-bid subcontracted work.  

- There will be no Guaranteed Maximum Price (GMP) for each task/project, and no percentages are to be used to calculate CM/GC fees, and all project/task contingencies are held by the Port Authority.  

- Lump Sum is a contracting method utilized by the Authority whereby the scope equals fee. Lump Sum fees shall be based on assumptions/estimates of hourly rates of services performed, man hours, indirect expenses, time durations, etc. needed to effectively accomplish the scope of the work for each project or task assigned under the professional services agreement. As such, the project/contract assumptions made during good faith negotiations are the basis for Lump Sum fee and will reflect the parties best estimate of the completion schedule for each project or task. Although, the Port Authority anticipates negotiating a lump sum fee for each project or task, the fee for projects or tasks completed substantially ahead of schedule will be renegotiated to reflect services actually performed. If at any time during the progression of work under this contract the project/contract assumptions and resulting agreed upon scope of work substantially or materially change, then the Lump Sum fee will be adjusted to reflect these changes by a Contract Amendment.  

The CM/GC is needed to manage a variety of projects and subcontractors. A broad range of construction disciplines, analysis and expertise may be needed during the term of any professional services agreement awarded as a result of this Request for Letters of Qualification. The specific number and mix of disciplines needed is unknown at this time. Therefore, the Authority expects that subconsultants will be recommended by the selected CM/GC and selected after award of the professional service agreement on a project by project basis. As such, subconsultant information will not be considered during the evaluation of the LOQ responses submitted. During the term of the professional services agreement, the Port Authority will have the right to reject any individual or subconsultant firm.  

The CM/GC will be responsible for all scheduling and coordination and shall generally be responsible for the successful, timely and economical completion of requested projects. Services to be provided are outlined below:  

- Management of various subconsultant and subcontractor construction related subcontracts and disciplines.  
- Management of numerous project schedules and budgets.  
- Management of construction projects, including but not limited to:  
  - Contracting with all subcontractors, and material and equipment suppliers necessary to complete each project, and soliciting and acquiring competitive bids as required.  
  - Providing construction management oversight of various construction work.  
  - Providing continuous on-site construction and management services throughout the construction phase of each project.  
  - Scheduling and conducting preconstruction and construction progress meetings.
Preparing daily project logs and progress schedules.
Processing requests for information and negotiating change orders.
Overseeing quality assurance, testing and inspection programs to see that they are performed in accordance with the project plans and specifications.
Maintaining project controls documentation and administering safety programs.
Participating in specialty Port Authority programs (e.g., DBE).
Performing constructability reviews/value engineering services.
Coordinating with the architect/engineer or design engineer on all design issues.
Obtaining all necessary construction permits as needed.
Coordinating all subcontractor work for construction projects as deemed necessary to successfully complete each project or task.

Projects that may require construction and construction management services to be performed by the CM/GC may include, but are not limited to, the following:

- Terminal Building Construction, Expansion, and Demolition
- T-hangar, Hangar, and Maintenance Buildings
- Runway, Aircraft Ramp and Taxiways/Taxilanes
- Site/Utility/Infrastructure/Storm Water Management Improvements
- Exotic Species Removal and Treatment
- Security and IT Improvements
- Fuel Farm Improvements
- Landscaping and Signage Enhancements
- Roadways, Fly-over Bridge Structures and Parking Lots
- Programming and Scheduling
- Cost Estimating and Budgeting
- Database Assistance
- Other services identified in the Port Authority’s Capital Improvement Program Update
- Any services needed to accomplish the development goals of the Port Authority

This Request for LOQs outlines a single point of contact and accountability whereby the Project Manager representing a single CM/GC firm demonstrates his or her ability to manage multiple aspects of a project. As such, joint ventures are not preferred by Authority staff. However, nothing in this Request shall preclude the submittal of LOQs by joint venture firms.

The Port Authority reserves the right to:

- Select more than one firm to perform services from among the respondents to this request for Letters of Qualifications and to award work among selected firms as the Port Authority sees fit.

- Accept or reject any Letters of Qualifications. The Port Authority may for any reason, deem it in the best interest of the Port Authority to withdraw from performing any work, to seek Competitive Bids, Letters of Qualification or Requests for Proposals for the work or to perform the work with in-house or other resources after Letters of Qualification are received from the responding firm. Neither this LOQ, nor any subsequent agreements, shall be construed to guarantee work for the selected firm or firms.

- Object to the use of any subconsultant, subcontractor or material supplier, in which event, the firm shall submit and use an alternate subconsultant, subcontractor or material supplier reasonably acceptable to the Port Authority.
1.4 LOQ REQUIREMENTS

One (1) original document (marked as original) signed by the responding firm or its authorized representative, eight (8) identical copies (marked as copy), and one (1) identical electronic copy in PDF format as a single file on a flash/travel drive of the Letters of Qualifications, enclosed in a sealed envelope or package, labeled "LOQ 19-21LD, REQUEST FOR LETTERS OF QUALIFICATIONS FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR", and mailed or delivered so as to be received by the Purchasing Office of the Lee County Port Authority, not later than 2:00 p.m. local time, July 29, 2019. Consultants must include all information contained herein.

In order to evaluate the qualifications and capabilities of each firm responding to this LOQ regarding experience; capabilities; past record, past performance, adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload and current and projected workload on Port Authority projects; location; approach to the contract; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and whether a firm is a certified disadvantaged business enterprise, the following information is requested and will serve as the established evaluation criteria for the selection of consultants and award of future work under this LOQ.

LETTERS OF QUALIFICATIONS (LOQ)

Interested firms or individuals should include the following information in their submittals in the exact order listed here. In an effort to reduce the costs incurred by Respondents to this Request for LOQs, potential Respondents shall use the forms provided to present their qualifications and the required information. No additional documentation submitted with the LOQ response shall be considered. The following are instructions on how to complete the requested forms.

CONSULTANT QUALIFICATIONS AND INFORMATION

All information should be submitted in Times New Roman 11 font on standard 8 ½ x 11 letter size paper. Page limitations apply to each section and include photos, graphics and any other information. Sections should be separated by divider tabs; labeled as below (e.g. Executive Summary). Pages should be numbered. Submittal information should be stapled or bound (not clipped).

Cover Page (not to exceed 1 page)
A cover page with the submitting firm’s name and the label: “LOQ 19-21LD: Construction Manager/General Contractor” should be provided.

Section 1. Executive Summary and Organization Chart (not to exceed 3 pages total)

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

- An executive summary shall be provided that includes a discussion of the client oriented approach, understanding of the work to be performed, general statement of experience and qualifications of the Project Manager, the firm and current firm employees that will serve as support staff, discussion of organization structure (including organizational chart identifying the names and roles of key personnel to be assigned to this contract), commitment to responsiveness of firm employees, and
an understanding of the Port Authority’s goals and objectives. The primary goal of the Port Authority is to keep all projects on schedule, under budget and fully coordinated.

- Describe in detail your firm’s approach to the design, permitting and construction phase services for the contract, drawing on previous experience with similar contracts, which includes the most critical steps that will be needed for its successful completion.

**Section 2. Project Manager, Firm and Key Support Staff (not to exceed 1 page)**

Complete **Form 1** with the following information:

- Provide the name, address and telephone number of one (1) person currently employed by the firm who will serve as the individual Project Manager responsible for the timely provision of all services and to whom all communications will be directed. The Project Manager should be an experienced individual with the availability (if requested by the Authority) to dedicate one hundred percent (100%) of his/her time to this agreement, to be located full-time in southwest Florida (if requested by the Authority), and to be given the contract authority to bind the firm orally and in writing, and who can only be removed as Project Manager upon written request or concurrence of the Port Authority. The Project Manager shall be available on demand throughout the term of the professional services agreement.

- Provide the office location where the Project Manager is currently working.

- Education including any degrees (list institutions) and certifications (i.e., PE, AICP, AIA, AAE).

- Provide the Project Managers total number of years of experience.

- Provide the number of years the Project Manager has been employed by this firm.

- Provide the number of years the Project Manager has been employed and working in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties).

- **Offices and Employees** – Please provide:
  - Total number of employees
  - Address and phone number of corporate headquarters
  - Number of offices in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
  - Locations and current staffing number for each office in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
  - Locations and current staffing number of other offices in the US

- **Key Support Staff** – Key personnel (maximum of 3) currently employed by the responding firm that will also be assigned to this contract supporting the Project Manager as needed, please provide:
  - Name
  - Education including any degrees (list institutions) and certificates (i.e., PE, AICP, AIA, AAE)
  - Current office location
  - Number of years employed by this firm
  - Number of years working in southwest Florida (whether for this firm or another firm)
  - For each Key Support Staff member, identify one (1) contract similar to the contract identified in this Request for Letters of Qualifications that best
demonstrates similar contract experience, the depth of the firm and the support to be offered to the Project Manager.

Section 3. Project Manager Experience (not to exceed 3 pages)

- Provide a listing of contracts, during which the Project Manager has worked extensively that best demonstrates the Project Manager’s experience managing and participating:
  
  o On similar contracts in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
  o On other (non-similar) contracts in southwest Florida (demonstrating the Project Manager’s knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida) (Lee, Collier, Charlotte, Hendry and Glades counties)
  o On similar contracts at other US airports (demonstrating the Project Manager’s ability to work within an airport environment)
  o Other relevant qualifications and experience

- For each contract listed above, the following information should be provided:
  
  o Contract Name
  o Brief contract description
  o Role/Responsibility of Project Manager on the contract
  o Total contract cost
  o Was the Project Manager a prime or subconsultant? If subconsultant, please list the name of the prime firm
  o Contract start and completion dates

Section 4. Firm Experience (not to exceed 2 pages)

- In addition to the experience of the Project Manager (either working for the current firm or another firm), please identify additional experience offered by the firm. Provide a listing of contracts, during which the firm or members of the firm have worked on extensively that best demonstrates the firm’s experience managing and participating:
  
  o On similar contracts in southwest Florida (Lee, Collier, Charlotte, Hendry and Glades counties)
  o On other (non-similar) contracts in southwest Florida (demonstrating the Firm’s knowledge of local conditions, experience with local regulatory agencies, familiarity with local economic, trade availability, and other conditions unique to southwest Florida) (Lee, Collier, Charlotte, Hendry and Glades counties)
  o On similar contracts at other US airports (demonstrating the Firm’s ability to work within an airport environment)
  o Other relevant qualifications and experience

Section 5. DBE and W/MBE History and Plan (not to exceed 1 page)

Responding firms should submit a statement agreeing to ensure that DBEs and W/MBEs will have the maximum opportunity to participate in the performance of projects and tasks under this agreement.

Responding firms should demonstrate previous experience in achieving successful DBE and W/MBE participation on other contracts, including historical percentages of contracts, sample DBE or W/MBE assignments, DBE or W/MBE success stories, etc. Each firm should demonstrate that it has a strong history of DBE or W/MBE participation, that it takes minority and disadvantaged businesses participation
seriously, and that it commits to working with the Port Authority on achieving satisfactory DBE and W/MBE contracting opportunities if selected for this contract.

Section 6. References (not to exceed 2 pages)

Complete Form 2 with the following information:

- Project Manager References: Provide a listing of at least two (2) previous contracts that the person identified as the Project Manager served as Project Manager that best exemplifies the Project Manager’s abilities to successfully serve as General Construction Manager/General Contractor) for RSW and Page Field projects. For each contract reference:
  1) Provide the Contract Name and location.
  2) Provide the year the Project Manager worked on the contract.
  3) Provide the name of the firm which employed the Project Manager during the contract.
  4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/supervision of all projects. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submission of inaccurate or out-dated reference contact information will be viewed as a negative aspect of the firm’s LOQ response.

- Firm References: Provide a listing of one (1) previous contract that the firm served a major role in completing that best exemplifies the firm’s abilities to successfully serve as General Construction Manager/General Contractor for RSW and Page Field projects. For each contract reference:
  1) Provide the Contract Name and location.
  2) Provide the year the firm worked on the contract.
  3) Provide the name of the entity/organization which employed the firm during the contract.
  4) Provide a reference for each contract including name, position held during the contract, current title and employment, and current telephone number. The reference contact shall be a key person under whom the contract work was performed or who was directly involved with the administration/supervision of the project. Up-to-date and current contact information is requested and is the sole responsibility of the Respondent. The inability to perform reference checks due to the submission of inaccurate or out-dated reference contact information will be viewed as a negative aspect of the firm’s LOQ response.

Section 7. Other Requested Information (not to exceed 1 page)

Firms are also requested to provide a discussion on the following information to assist the Port Authority in reviewing responses to this Request for Letters of Qualification.

1) On-call responsiveness of the Project Manager and firm
2) Willingness of the Project Manager and firm to accept all assignments (no job too small)
3) Timeliness of completing quick-turn assignments
4) Ability to meet project/contract budget and scheduling demands
5) Knowledge of local codes, regulations and permit requirements
6) Knowledge of TSA, FAA and FDOT regulations and requirements
7) Ability to work with other Consultants/Contractors – team approach
Section 8. Conflict of Interest/Business Ethics Statement (not to exceed 1 page)

Responding firms shall disclose any circumstance where the conduct of the firm is being investigated or has been investigated in the past three (3) years by any legal or administrative body. If your firm is not being investigated, this fact should be stated.

The Port Authority desires to avoid any real or perceived conflicts of interest between the selected Firm’s professional duties and obligations to the Port Authority and to any third party client during the term of the agreement. Therefore, as part of the final negotiated agreement, the selected Firm may be prohibited from performing any work for any third party related to development on RSW or Page Field, and may be prohibited from performing any work related to any property directly abutting an RSW or Page Field boundary, or the boundaries of the Port Authority Mitigation Lands, or located within an RSW or Page Field Runway Protection zone, or within the RSW Noise Overlay Zone.

In responding to this LOQ, all respondents acknowledge that any services performed for a third party that have the potential to be a real or perceived conflict may be in violation of the agreement with the Port Authority and cause for termination.

Responding firms shall identify and disclose any airline, other aviation-related clients and any of the clients with an interest in real property development in the general proximity of RSW, Page Field or the boundaries of the Port Authority Mitigation Lands, to whom the firm is currently providing services, or expects to provide services during the term of this professional services agreement, and shall describe the nature of the services provided. Potential conflicts of interest will be considered in evaluating responses to this Request for Letters of Qualifications. If no conflicts exist, this fact should be stated.

Section 9. Other Requested Forms/Certification/Licenses

FORM 3: CONSULTANT’S CERTIFICATION (not to exceed 1 page)
Each Respondent should complete, sign and notarize Form 3

FORM 4: LOBBYING AFFIDAVIT (not to exceed 1 page)
Each Respondent should complete, sign and notarize Form 4. Each Joint Venture Partner must complete, sign and notarize Form 4.

FORM 5: CONSULTANT’S SCRUTINIZED COMPANIES CERTIFICATION (not to exceed 1 page)
Each Respondent should complete, sign and notarize Form 5

FORM 6: PUBLIC ENTITY CRIMES FORM (not to exceed 1 page)
Each Respondent should complete, sign and notarize Form 6

COPY OF CURRENT INSURANCE CERTIFICATE (not to exceed 1 page)
Each Respondent shall provide a copy of the current insurance certificate. Copies may be reduced to fit the page limitation requirement.

COPY OF CURRENT STATE OF FLORIDA LICENSES/CERTIFICATIONS (not to exceed 2 pages)
Each Respondent shall provide a copy of any applicable licenses and certificates. Copies may be reduced to fit the page limitation requirement. IF LICENSES AND CERTIFICATES ARE NOT PROVIDED WITH THE LOQ SUBMITTAL, THE PORT AUTHORITY MAY DEEM THE LOQ NON RESPONSIVE.
### 1.5 Tentative Evaluation Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 08, 2019</td>
<td>MANDATORY Pre-LOQ Conference, 10:00 a.m., Wright Brothers Conference Room, 11000 Terminal Access Road, 3rd Floor, Fort Myers, FL 33913</td>
</tr>
<tr>
<td>July 12, 2019</td>
<td>Deadline for questions due prior to 2:00 p.m. from interested parties</td>
</tr>
<tr>
<td>July 29, 2019</td>
<td>LOQs due by 2:00 p.m., Purchasing Department, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, FL 33913</td>
</tr>
<tr>
<td>August 16, 2019</td>
<td>Staff Evaluations Committee Meeting, 1:30 p.m., Wright Brothers Conference Room, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, FL 33913</td>
</tr>
<tr>
<td>September 17, 2019</td>
<td>ASMC Meeting, 1:30 p.m., LCPA Training &amp; Conference Center, 15924 Air Cargo Lane, Fort Myers, FL 33913</td>
</tr>
<tr>
<td>October 15, 2019</td>
<td>Presentations/Ranking, ASMC Meeting, 1:30 p.m., LCPA Training &amp; Conference Center, 15924 Air Cargo Lane, Fort Myers, FL 33913</td>
</tr>
<tr>
<td>November 7, 2019</td>
<td>Board of Port Commissioners reviews/approves ASMC recommendations, 9:30 a.m., LCPA Training &amp; Conference Center, 15924 Air Cargo Lane, Fort Myers, FL 33913</td>
</tr>
</tbody>
</table>

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)
FORM 1: Project Manager, Firm and Key Support Staff

1.1 Project Manager (PM):
   a. PM Name: ___________________________________________________
   b. Current PM Office Location (address & telephone #): __________________
   c. PM Education: ________________________________________________
   d. PM Years of Experience:
      Total ___ years; With this firm ___ years; Working in SW Florida ___ years

1.2 Firm
   a. Total Number of Employees: ______
   b. Corporate Headquarters (address & telephone #): ______________________
   c. Number of Offices in southwest Florida: ___
   d. Locations and Staffing Levels of Offices in southwest Florida:
      - Location: _______________________________ # of Employees: ____
      - Location: _______________________________ # of Employees: ____
      - Location: _______________________________ # of Employees: ____
      - Location: _______________________________ # of Employees: ____
      - Location: _______________________________ # of Employees: ____
   e. Locations and Staffing Levels of Other Offices in the US:
      - Location: _______________________________ # of Employees: ____
      - Location: _______________________________ # of Employees: ____
      - Location: _______________________________ # of Employees: ____
      - Location: _______________________________ # of Employees: ____
      - Location: _______________________________ # of Employees: ____

1.3 Key Support Staff:
   Name: ___________________________________________________________
   • Education: _____________________________________________________
   • Current Office Location: _________________________________________
   • Years With This Firm: ___________ years
   • Years Working in SW Florida: __________ years
   • Experience on a Similar Project/Contract:
     o Project/Contract Name: _________________________________________
     o Project/Contract Location: ______________________________________
     o Title/Role During Project/Contract: ________________________________
   Name: ___________________________________________________________
   • Education: _____________________________________________________
   • Current Office Location: _________________________________________
   • Years With This Firm: ___________ years
   • Years Working in SW Florida: __________ years
   • Experience on a Similar Project/Contract:
     o Project/Contract Name: _________________________________________
     o Project/Contract Location: ______________________________________
     o Title/Role During Project/Contract: ________________________________
   Name: ___________________________________________________________
   • Education: _____________________________________________________
   • Current Office Location: _________________________________________
   • Years With This Firm: ___________ years
   • Years Working in SW Florida: __________ years
   • Experience on a Similar Project/Contract:
     o Project/Contract Name: _________________________________________
     o Project/Contract Location: ______________________________________
     o Title/Role During Project/Contract: ________________________________
FORM 2: References (1 of 2 pages)

Consultants are required to provide this reference request form to a minimum of three (3) firms with whom they have recently completed a similar project. The Port Authority requires one (1) reference for the Consulting Firm and two (2) for the suggested Project Manager with whom they have recently completed a similar project. DO NOT use current Lee County Port Authority employees as references.

REFERENCES ARE NOT TO BE SUBMITTED WITH CONSULTANT’S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on the form via e-mail.

It is the Consultant’s responsibility to confirm directly with the requested references that their required forms have been submitted. DO NOT CONTACT THE PORT AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.

Consultant will complete:
- Section 1 – Reference Respondent Information
- Section 2 – Firm Reference Information OR Project Manager Information

Firm providing Consultant reference to complete:
- Section 3 – Reference questions - additional pages may be used if needed, and submit DIRECTLY TO THE LEE COUNTY PORT AUTHORITY PURCHASING AGENT LISTED ON THE REFERENCE FORM. References should not be returned by the Consultant.

A minimum of three (3) reference responses are required.

Failure to have references submitted directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 2, on or before the due date via e-mail noted on the reference check, may cause your firm to be considered nonresponsive. This form should not be returned to the Consultant.
# FORM 2 - FIRM REFERENCE CHECK
LOQ #19-21LD General Construction Manager (Acting as the General Contractor)

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td></td>
<td>Purchasing Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td></td>
<td>Due Date: July 25, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone: 239-590-4555</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 2</th>
<th>Firm Reference Information – Please Print Legibly</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project/Contract Name:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete Section 3: Reference Questions

1. What was your job title and role during the referenced project/contract?

2. Describe the services provided by the firm.

3. How responsive was the firm in providing necessary resources to help the Project Manager?

4. How was the relationship between this firm and subconsultants and other project team members?

5. Was the project(s) completed on time and under budget?

6. How quickly did the firm respond to questions from the Owner regarding the project?

7. In your opinion, what was a strength exhibited by the firm?

8. In your opinion, what would be a suggested change to improve the firm’s management of projects?

9. Was the firm proactive in resolving issues?

10. Was the firm accountable for project mistakes that were brought to their attention?

11. Would you hire this firm again?

12. Additional comments or feedback.
FORM 3: CONSULTANT’S CERTIFICATION

I have carefully examined this Request for Letters of Qualifications (LOQ) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the LOQ.

Addendum #________ Date:______  Addendum #________ Date:______
Addendum #________ Date:______  Addendum #________ Date:______
Addendum #________ Date:______  Addendum #________ Date:______

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

I certify that all information contained in the LOQ is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this LOQ on behalf of the 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 LOQ is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a LOQ for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said LOQ; and that the undersigned executed this Consultant’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

___________________________________________________________
NAME OF BUSINESS    MAILING ADDRESS

___________________________________________________________
AUTHORIZED SIGNATURE   CITY, STATE & ZIP CODE

___________________________________________________________
NAME, TITLE, TYPED    TELEPHONE NUMBER / FAX NUMBER

___________________________________________________________
FEDERAL IDENTIFICATION #   E-MAIL ADDRESS

State of __________________________
County of __________________________

This foregoing instrument was acknowledged before me this _____ day of __________, 20__ by ________________________________, who is personally known to me or produced ________________________________ as identification.

___________________________________________________________
Signature of Notary    Serial/Commission No.
FORM 4: 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 _____________________ (Consultant), maker of the attached LOQ and that neither the Consultant nor its agents have lobbied to obtain an award of the Agreement required by this Request for Letters of Qualifications from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Letters of Qualifications. The prospective Consultant further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

___________________________________
AFFIANT

State of ______________
County of ___________

This foregoing instrument was acknowledged before me this ___ day of __________, 201__, by __________________________, who is personally known to me or produced __________ ______________ as identification.

______________________________ Serial/Commission No.
Signature of Notary

NOTE: THIS FORM IS REQUIRED FROM ALL CONSULTANTS
     THIS FORM IS REQUIRED FROM ALL JOINT VENTURE PARTNERS
FORM 5: CONSULTANT’S SCRUTINIZED COMPANIES CERTIFICATION

Consultant hereby certifies under penalties of perjury as of the date of this Bid, Proposal, or Letter of Qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as described in Section 287.135, Fla. Stat. is not engaged in business operations in Cuba and Syria; and will not engage in “Boycott Israel” activities, as defined in Section 215.472(1)(a) Fla. Stat. (2016) that result in Bidder being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016, and during the term of any contract awarded under this Request for Letters of Qualifications.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_______________________________________
(Signature)

Notary Public
State of __________
County of __________

Sworn to and subscribed before me this ______ day of __________________ 20___,
by ________________________________ who produced the following as identification
______________________________ (Type of identification) or is personally known to me. My
Commission Expires ________________.

(stamp or seal)

_______________________________________
(Signature of Notary Public)

______________________________
(Typed or printed name)
FORM 6: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

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

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

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

[Signature]

State of __________________
County of ________________

This foregoing instrument was acknowledged before me this ___ day of _________, 201__, by _______________________, who is personally known to me or produced ______________________ as identification.

__________________________________________________
Signature of Notary   Serial/Commission No.
Sealed Submission Label

Cut along the outer border and affix this label to your sealed solicitation submission to identify it as a “Sealed LOQ Submission”.

SEALLED LOQ PROPOSAL • DO NOT OPEN

SOLICITATION NO.: LOQ 19-21LD

SOLICITATION TITLE: Construction Manager/General Contractor

DATE DUE: Monday, July 29, 2019

TIME DUE: Prior to: 2:00 PM

SUBMITTED BY: 

e-mail address           Telephone

DELIVER TO:

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671 (3rd Floor)
Fort Myers, Florida 33913
Lee County Procurement Management

Note: Submittals received after the time and date above will not be accepted.

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671 (3rd Floor)
Fort Myers, Florida 33913
(239) 590-4556 Main Line
(239) 590-4555 Lori DeLoach

PLEASE PRINT CLEARLY
Solicitation No.: LOQ 19-21LD

Solicitation Name: Construction Manager/General Contractor

Subject: Addendum Number 1

Firms and other interested parties are officially informed that the above-referenced Request for Letters of Qualifications is hereby revised, changed, and supplemented as set forth in the following pages.

Incorporation of this addendum must be acknowledged on the Bidder’s Certification Form.

ATTACHMENT(s): A1-1 LOQ 19-21 - PSA DRAFT 7-18-2019 (47 pages)
A1-2 FORM 2 Reference Check rev 7-12-2019.doc (4 pages)
A1-3 Pre-LOQ Sign-in Sheets (5 pages)
A1-4 Presentation 19-21 (26 pages)

1. The only Reference Form 2 is specific to the Firm. Will you be providing a reference form specific to the Project Manager?

   Answer
   See attached “A1-2 Form 2 Reference Check rev 7-12-2019.” FORM 2: Reference Check and directions have been revised to include two versions for reference response; one for a Firm Reference (page 2), and the other for two Project Manager References (page 3-4.) The Port Authority requires 3 total references - one (1) reference for the Firm and two (2) for the suggested Project Manager. All references must be received from persons for with whom the firm or the project manager has recently completed a similar project.

2. The LOQ states that all projects in this program will be under $2M of estimated construction costs. But Part B.1.3 references potential projects that would appear to have a value much higher than a $2M limit.
   a. Please confirm the $2M per project construction value maximum.
   b. Please confirm which projects on the potential list will be procured under a separate solicitation. Below are two examples of projects listed in the LOQ that would appear to exceed the $2M value and would therefore not be included in this program.
      • Terminal Building Construction, Expansion, and Demolition
      • T-hangar, Hangar, and Maintenance Buildings

   Answer
   a. Confirmed. As further defined in Section 255.103 Florida Statutes.
   b. Projects listed under Section B.1.3 are intended as examples of representative work under this contract that would be subject to the applicable dollar thresholds associated with this contract noted as $2M. Work for any projects exceeding this construction cost threshold would be procured through a separate solicitation.

3. Paragraph 3 of Part B.1.3 appears to state that the selected CM in the LOQ will be conflicted out of participating in any future projects with LCPA while services for this 19-21LD program are ongoing. Please confirm if the selected firm in this solicitation will be conflicted out of pursuing other projects for the LCPA while performing work under this program.
This paragraph means that if a firm or affiliate participates in the development of a solicitation by preparation of a scope of services, develops concepts, or prepares cost estimates to be used for the competitive solicitation of a project, that firm or affiliate will be ineligible to compete for that phase of the project for which they developed the solicitation documents. The firm selected under this contract is often requested to develop concepts and prepare cost estimates used in solicitations for projects whereby estimated construction costs exceed $2 million. Any firm requested by the Port Authority to perform such early work on a given project whereby estimated construction costs will exceed $2 million is notified that it will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project.

The way we have interpreted the instructions is that we will have a grand total of three (3) references. Two (2) will be for a single project manager, supplied by two (2) different firms regarding two (2) different projects that the project manager has completed. One (1) will be for Gulfpoint as a whole, supplied by one (1) firm. Together these make up the three (3) total references required, all of which will be filled out on Form 2 and sent directly to you at this email address no later than July 25th, 2019. In the actual LOQ submittal there will be no additional references required, all requirements having been met by supplying the three (3) aforementioned references as stated. Do I have this correct or am I misinterpreting the instructions somewhere?

See clarification answer to question # 1 above which states 2 project manager references and 1 firm reference is required related to demonstrating similar project experiences.

In reviewing the bids this past week, it has come to my attention through a google search that we missed the mandatory pre-bid conference on 7/8/19. Please advise if we can submit.

See page 3 section 3. “Letters of Qualifications submitted by firms that have not attended the mandatory pre-LOQ conference will not be considered.”

As stated in the Pre-LOQ meeting:
The Presentation and draft Professional Services Agreement is being provided by way of this Addendum 1. The successful Respondent(s) shall be required to execute the Agreement in substantially similar form subject to successful negotiations of the parties.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL/LETTER OF QUALIFICATIONS. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Melissa Wendel, CPPO
Purchasing Manager
Lee County Port Authority

cc: Attorney
    Department
    Purchasing Agent
PROFESSIONAL SERVICES AGREEMENT

GENERAL CONSTRUCTION MANAGER/GENERAL CONTRACTOR
FOR THE
LEE COUNTY PORT AUTHORITY

LOQ 19-21

THIS AGREEMENT is entered this _____ day of ____________, 2019, between
the LEE COUNTY PORT AUTHORITY, a political subdivision of the State of Florida
("Authority") located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida,
33913, and ___________________________, a ______ corporation, authorized
to do business in the State of Florida and having a business address of
______________________________, FEI No. ____________ ("CM/GC").

WITNESS:

WHEREAS, Authority desires to the obtain professional Construction
Manager/General Contractor services of CM/GC for various smaller airport construction
projects at the Southwest Florida International Airport and Page Field General Aviation
Airport in Fort Myers, Florida; and

WHEREAS, CM/GC has submitted Letters of Qualifications seeking to provide
those services and represents that it has expertise in the type of professional services
required; and

WHEREAS, Authority has conducted a competitive selection process under the
terms of the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes
(the “CCNA”) to obtain the professional services described above and on ____________, 201_. the Board of Port Commissioners selected CM/GC to provide those services subject to the negotiation, approval and execution of a written agreement between the parties; and

WHEREAS, the Parties have agreed that CM/GC has been selected as a construction management entity, as that term is used in Section 255.103(2), Florida Statutes, and that this Agreement is intended to be a “Continuing Contract” as described in Section 255.103(4), Florida Statutes and the CCNA.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

2.1. CM/GC shall provide professional Construction Manager/General Contractor services to Authority on a continuing basis, as described in Schedule “A”, "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services may include serving as Authority’s professional Construction Manager/General Contractor for various tasks and projects and providing the customary services associated therewith.

2.2. CM/GC has represented to Authority that it has expertise in the type of professional services that will be required by the Scope of Services. CM/GC agrees that all services provided by CM/GC under this Agreement will be subject to Authority’s review and approval and shall be performed according to the normal and customary standards of
professional practice for firms with special expertise in the type of Construction Manager/General Contractor services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If CM/GC becomes aware of any conflicts in these requirements, CM/GC must notify Authority of the conflict in writing and utilize its best professional judgment to resolve the conflict.

**ARTICLE 3 - GENERAL CONDITIONS FOR CONSTRUCTION SERVICES**

Upon execution of this Agreement, the CM/GC and the Authority will negotiate General Conditions for the performance of construction management and general contracting services under this Agreement. These General Conditions will be incorporated into this Agreement by Contract Amendment at no cost to the Port Authority. All construction Tasks authorized under this Agreement will be governed by the incorporated General Conditions unless both parties agree to modify, limit, add or delete any General Conditions for a specific Project or Task by the execution of a subsequent Contract Amendment.

**ARTICLE 4 - TERM OF AGREEMENT**

The term of this Agreement commences on the date first written above and continues for a term of three (3) years from that date (the “Expiration Date”) or the date CM/GC completes, and Authority accepts, any work assigned by a Task Authorization or Contract Amendment issued before the expiration date, whichever occurs last. If a Task Authorization or Contract Amendment is issued that will require work to continue beyond the Expiration Date, the Task or Contract Amendment may not extend the term of this Agreement for more than six (6) months from the Expiration Date.

Draft for Discussion Purposes Only
Port Authority Attorney’s Office
July 17, 2019
ARTICLE 5 - CM/GC'S RESPONSIBILITIES

CM/GC shall:

5.1. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the professional services provided by CM/GC under this Agreement.

5.2. Agree that when services provided under this Agreement relate to professional services that, under Florida law, require a license, certificate of authorization or other form of legal entitlement to practice such services, CM/GC shall employ and/or retain only qualified personnel to provide those services.

5.3. Employ and designate a qualified professional to serve as CM/GC’s project manager ("Project Manager"). CM/GC shall designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. CM/GC's Project Manager designation shall be executed by the proper officers of CM/GC, and shall acknowledge that the Project Manager will have full authority to bind and obligate CM/GC on all matters arising out of or relating to this Agreement. The Project Manager must be specifically authorized and responsible to act on behalf of CM/GC with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The CM/CG agrees that the Project Manager must devote whatever time is required to satisfactorily manage all services provided under this Agreement. The person selected as CM/GC’s Project Manager is subject to the prior approval and acceptance of Authority. CM/GC further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of Authority.
5.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by CM/GC, including any subconsultant or subcontractor, or any personnel of any subconsultant or subcontractor engaged by CM/GC to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from Authority. Authority may make such requests with or without cause.

5.5. Agree to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by CM/GC. The CM/GC shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work or materials resulting from the negligent act, errors or omissions or intentional misconduct of CM/GC.

5.6. Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental professional services, work or materials furnished under this Agreement by CM/GC, will in any way relieve CM/GC of responsibility for the adequacy, completeness and accuracy of its services, or the quality of the work and materials provided by CM/GC. Neither the Authority’s review, approval or acceptance of, nor payment for, any part of the CM/GC’s services, work or materials shall be construed to operate as a waiver of any of the Authority’s rights under this Agreement, or of any cause of action that it may have arising out of the performance of this Agreement.

5.7. If requested by Authority, maintain for the duration of this Agreement a local office in Southwest Florida staffed full-time by CM/GC’s Project Manager. The local office must be CM/GC's main place of business, or an independent branch office of CM/GC’s
business, and not merely the office of a subconsultant or subcontractor providing desk space to the Project Manager.

5.8 Comply with all federal, state and local laws and building requirements. CM/GC shall devote particular attention to complying with Federal Aviation Administration regulations, requirements and Advisory Circulars. The CM/GC shall also comply with all pertinent grant agreements and grant conditions applicable to each Task Authorization or Contract Amendment. Authority shall provide the CM/GC with one copy of any specific and unique grant or regulatory requirements on a task by task basis prior to or concurrent with issuance of any Task Authorization or Contract Amendment.

5.9. Acknowledge that Authority is conducting an ongoing capital improvement program at the Southwest Florida International Airport and continuing renovations and improvements to Page Field General Aviation Airport. Accordingly, CM/GC agrees to coordinate the performance of its services under this Agreement as directed and required by Authority so as not to interfere, disrupt or delay any work at either airport. CM/GC further agrees to coordinate its efforts with Authority’s other architects, engineers, designers, contractors, or construction managers.

**ARTICLE 6 - RESPONSIBILITY FOR ESTIMATES**

6.1. If the CM/GC is required to prepare preliminary or detailed estimates of probable construction cost for any project or portion of a project, CM/GC shall insure that all estimates represent CM/GC’s best judgment as a professional familiar with the construction industry.

6.2. When preparing and submitting cost estimates to the Authority, the CM/GC, by exercise of its experience, effort, knowledge and judgment, shall develop cost estimates
as are set forth in, or as may be required under this Agreement and shall be held accountable for the accuracy, completeness, and correctness of any and all cost estimates.

6.3. A Construction Cost Estimate for purposes of this Agreement is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing a project. A Construction Cost Estimate may be used for such purposes as, but not limited to, the following: budgeting; obtaining, allocating or obligating funds for a project; and evaluating or determining the reasonableness and acceptableness of bids or price proposals for construction projects. CM/GC will not be required to guarantee that bids or negotiated prices will not vary from any estimate of probable construction cost prepared or agreed to by CM/GC.

If, in response to a solicitation, the CM/GC receives less than three bids or priced proposals for a project, there is the potential that such bids or price proposals may not be a realistic representation of the costs expected to be associated with the Project. If under such circumstances, and if in the professional judgment of the CM/GC, the low bid or the low price proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CM/GC may recommend the Authority reject any such bid(s) or price proposal(s).

ARTICLE 7 - ADDITIONAL SERVICES OF CM/GC

Additional Services refer to professional services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:
7.1. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; or that are due to any causes beyond CM/GC's control and fault.

7.2. Services during out-of-town travel required of CM/GC and as directed by Authority, other than visits to a Project site or to Authority's offices.

7.3. Preparing to serve or serving as a witness for Authority in any litigation, or other legal or administrative proceeding, involving any assignment (except for assistance in any litigation or other legal or administrative proceeding, involving any assignments that are included as part of the services to be provided herein).

7.4. Additional services rendered by CM/GC in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted Construction Manager/General Contractor services practice.

Any additional services may be authorized only by a written amendment to this Agreement that is signed by both parties prior to commencement of any additional services. Any additional services agreed to by the parties will constitute a continuation of the professional services requested under this Agreement and will be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement.

Any amendment shall describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period of time or performance schedule for completion of the additional services.
ARTICLE 8 - AUTHORITY'S RESPONSIBILITIES

Authority shall:

8.1. Designate in writing a project manager to act as Authority’s representative with respect to the issuance of Task Authorizations or Contract Amendments for services rendered under this Agreement (“Authority Project Manager”). The Authority Project Manager, Executive Director, Deputy Executive Director - Development or the Development Division Director shall have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to CM/GC’s (1) scope of services; (2) time of commencement or delivery of services; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager shall have authority to transmit instructions, receive information, and interpret and define Authority’s policies and decisions with respect to CM/GC’s services under this Agreement. The Authority Project Manager shall review and make appropriate recommendations on all requests submitted by CM/GC for payment for services.

8.2. The Authority Project Manager is not authorized to, and shall not, issue any verbal orders or instructions to CM/GC that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by CM/GC hereunder; (2) the time CM/GC is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay CM/GC.

8.3. Provide all criteria and information requested by CM/GC as to Authority’s requirements for any project or task, including design objectives and constraints, space,
capacity and performance requirements, flexibility and expandability, and budgetary limitations.

8.4. Make available to CM/GC, upon request, all available information in Authority's possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

8.5. Arrange access, in accord with Authority's security regulations, for CM/GC to enter any Project site to perform services. CM/GC acknowledges that Authority may provide such access during times that are not the CM/GC's normal business hours.

8.6. Notify CM/GC of any defects or deficiencies in services rendered by CM/GC.

**ARTICLE 9 - CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES**

9.1. CM/GC shall not commence work under this Agreement until it receives a written Contract Amendment or Task Authorization, in substantially the form attached and incorporated by reference as Schedule "E," and signed by both parties.

9.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local or Authority funds for any service listed in this Agreement. Only by execution of a Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. CM/GC and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work, until an appropriate Contract Amendment or Task Authorization is executed by both parties. Tasks may be authorized in whole or in part.
9.3. If CM/GC is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CM/GC, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CM/GC shall notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CM/GC may have had to request a time extension.

9.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CM/GC's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, shall relieve CM/GC of its duty to perform services or give rise to any right to damages or additional compensation from Authority. CM/GC's sole remedy against Authority will be the right to seek an extension of time to the approved schedule for the specific Task affected by the delay, except that the CM/GC may request, and Authority may approve, subject to Authority's sole discretion, reimbursement of CM/GC's direct costs strictly related to the applicable Task and resulting from such interruption, interference, inefficiency, suspension or delay. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

9.5. If CM/GC fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to CM/GC until such time as
CM/GC resumes performance of its obligations in such a manner so as to establish to Authority's satisfaction that CM/GC's performance is or will shortly be back on schedule.

**ARTICLE 10 - COMPENSATION AND METHOD OF PAYMENT**

10.1. Authority will pay CM/GC for all authorized and completed services provided by CM/GC under this Agreement and as set forth in the individual Contract Amendments or Task Authorizations executed by the parties, based on the Fee Schedule set out in Schedule “B”, “Basis of Compensation,” which is attached hereto and incorporated by reference. CM/GC will be compensated on either a lump-sum basis on completion of a particular Task or over the course of CM/GC's services for Work in Progress, based on a monthly statement of services as follows:

(1) **Lump Sum** - Either upon completion of all work performed on a particular project or task and upon Authority's acceptance of CM/GCs' work, Authority will pay CM/GC a lump sum as specified in the Task Authorization or Contract Amendment.

Lump Sum Fees are negotiated, understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided or furnished by the CM/GC as may be required or necessary to complete each and every task set forth in the Scope of Professional Services, or as may be set out in subsequent Contract Amendments or Task Authorizations agreed to in writing by both parties to this Agreement.
The parties acknowledge that lump sum fees are negotiated based on their best estimate of the amount of personnel time and the cost of materials and general conditions required to complete a specific Project or Task.

If this Agreement is terminated or CM/GC’s services are suspended prior to completion of a Task or Project, CM/GC shall not be entitled to claim the entire Lump Sum payment, but will be compensated as set out in Section 10.4 - 10.6 below, as appropriate.

(2) **Work in Progress - Monthly Invoice Statements** - CM/GC may submit an invoice statement each calendar month covering services rendered and completed during the preceding calendar month. CM/GC’s invoice(s) statement must be itemized to correspond to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work completed and to be performed under that Task Authorization or Contract Amendment.

Authority will review each Monthly Invoice Statement to determine whether the requested CM/GC Fees accurately account for the remaining professional services scope of work and the remaining schedule of subcontractor work required to complete the assigned Task or Project. If Authority determines that the time and costs invoiced does not reflect the negotiated CM/GC professional services scope of work and the current project schedule, the Authority may reduce the amount of the invoice paid accordingly.

(3) **Not-To-Exceed Fee(s)** - When all, or any portion, of the CM/GC’s compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization, is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that the compensation for each Completed Task shall be made on the following basis:
a. For the actual hours required and expended by the CM/GC's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Schedule "B" to this Agreement; and

b. For the actual required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Schedule "B-1", "Non-Personnel Reimbursable Expenses and Costs", attached and incorporated by reference; and

c. With the understanding and agreement that the Authority will pay the CM/GC for all costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task, subject to the CM/GC presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto, to show evidence satisfactory to the Authority covering all such costs and expenses; and

d. With the understanding and agreement that the CM/GC’s invoices and all payments to be made for all Not-to-Exceed amounts is subject to the review, acceptance and approval of the Authority; and

e. With the understanding and agreement that when the CM/GC’s compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the CM/GC to cover all personnel costs, non-personnel reimbursable expenses and costs, and any subcontractor costs for any such specific Task(s) or Sub-Task(s) shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).

10.2. **Timing of Payments** - Authority will issue payment to CM/GC within the time frame set by Section 218.735, F.S. after receipt of either a lump-sum invoice or a monthly
invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. If Authority objects or takes exception to the amount of any CM/GC invoice, Authority shall notify CM/GC in writing of such objection or exception in the time frame set out in Section 218.735, F.S. If such objection or exception remains unresolved at the end of the statutory period, Authority shall withhold the disputed amount and make payment to CM/GC of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

10.3. Delayed Payments - Failure by CM/GC to follow the instructions set out above shall result in an unavoidable delay in payment by Authority.

10.4. 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 CM/GC for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the CM/GC in effecting the termination of services and work, and incurred by the submittal to the Authority of any project documents.

10.5. Payment When Services Are Suspended

In the event the Authority suspends the CM/GC’s services or work on all or part of the services required by this Agreement, the Authority shall compensate the CM/GC 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 the suspension.
10.6. **Non-Entitlement to Anticipated Fees in the Event of Service Termination, Suspension, Elimination, Cancellation and/or Decrease in Scope of Services**

If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; or (3) are modified by the subsequent issuance of Amendment(s) and/or Supplemental Agreement(s) to this Agreement; the CM/GC 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 that are terminated, suspended, eliminated, canceled or decreased.

10.7. **Cross-Utilization of Funds** - The CM/GC may cross-utilize funds from the various assigned Tasks to accomplish the overall purpose and goal of this Agreement provided CM/GC has obtained prior written approval from the Authority. The Authority shall review the need for the request and the impact on other assigned Tasks. In doing so, the Authority retains the authority to delete any Task outlined in the Scope of Services.

**ARTICLE 11 - FAILURE TO PERFORM**

If CM/GC fails to commence, perform or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider the failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to the CM/GC, not to exceed the amount of the compensation for the work in dispute, until the CM/GC resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.
ARTICLE 12 - PUBLIC RECORDS

CM/GC acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

(1) Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical operational information that the Authority determines could jeopardize airport security if generally known.

(2) Building Plans - CM/GC further acknowledges that Section 119.07(3)(b)1, Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

(3) Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority; and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

Section 119.071(3)(a)1. and 2., Florida Statutes, reiterates the security system exemption and expands upon it to include threat assessments; threat response plans;
emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training as confidential and exempt from disclosure.

CM/GC 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 CM/GC’s obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by CM/GC hereunder. CM/GC shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article.

**ARTICLE 13 - PUBLIC RECORDS - COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES**

To the extent Operator is “acting on behalf” of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and will:

13.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

13.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

13.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of 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/PUBLICRECORDSREQUEST.

ARTICLE 14 - 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 CM/GC under this Agreement shall be delivered to and become the property of Authority. CM/GC may retain copies thereof for files and internal use.

ARTICLE 15 - MAINTENANCE OF RECORDS

CM/GC will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by
CM/GC for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States or any duly authorized agent or representative 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.

**ARTICLE 16 - INDEMNIFICATION**

16.1. CM/GC shall indemnify, hold harmless and defend Authority and Lee County, Florida, and their respective Boards of Commissioners, officers, agents and employees, from and against any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, that may be made or brought hereafter by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CM/GC, or anyone employed or utilized by CM/GC in the performance of this Agreement, except where such claims or damages result from the gross negligence or willful, wanton or intentional misconduct of Authority, Lee County or their respective Boards of Commissioners, officers, agents or employees. This obligation will survive termination of the Agreement and acceptance of the services provided under this Agreement and payment therefore by Authority.

16.2. With respect to and in consideration for the indemnifications provided by CM/GC in paragraph 16.1 above, Authority agrees to pay to CM/GC ten percent (10%) of
the total compensation paid to CM/GC under this Agreement, the sufficiency and receipt of which is hereby acknowledged.

**ARTICLE 17 - INSURANCE**

During the term of this Agreement, CM/GC shall provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both parties, the CM/GC must obtain the insurance coverages and limits as set out below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business within the State of Florida, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the CM/GC from potential insurer insolvency.

All policies of insurance shall contain provisions that advance written notice shall be given to Authority’s Risk Manager 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. If there is a reduction in the Aggregate Limit of any policy, CM/GC shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible.
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 CM/GC’s insurance coverages shall be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and shall include waiver of subrogation in favor of Authority.

No work shall commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority.

17.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, CM/GC shall procure and maintain insurance of the types and to the limits specified in paragraphs 17.2.1 through 17.2.4, inclusive below. All liability insurance policies obtained by CM/GC to meet the requirements of this Agreement, other than Worker’s Compensation and Employer’s Liability and Professional Liability policies, shall name Authority as an additional insured as to the operations of CM/GC under the Contract Documents and shall contain the severability of interests provisions.

17.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority’s access to additional coverage if more coverage is available. All amounts and types of insurance shall conform to the
following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

17.2.1. **Professional Liability Insurance** - When required by Authority, CM/GC shall maintain professional liability insurance insuring its legal liability arising out of the performance of professional services under this Agreement. Such insurance shall have limits of not less than $2,000,000.00. CM/GC must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. CM/GC shall promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the professional liability insurance is written on a claims-made basis, CM/GC warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

17.2.2. **Commercial General Liability Insurance** - CM/GC shall maintain commercial general liability insurance. Coverage shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and XCU Coverages. If CM/GC provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage shall not be less than the following for Bodily Injury, Property
Damage and Personal Injury Combined Single Limits:

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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General Aggregate</td>
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</tr>
<tr>
<td>Products - Completed Operations Aggregate</td>
<td>$2,000,000.00</td>
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<tr>
<td>Personal and Advertising Injury</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Each Occurrence Combined Single Limit</td>
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Builder's Risk, Environmental Compliance and Contractor's Equipment insurance (including rental equipment) may also be required on a project by project basis. Builder's Risk coverage shall equal the estimated construction cost of the Project or Task. If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of any Task under this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

17.2.3. **Automobile Liability Insurance** shall be maintained by CM/GC 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 $2,000,000.00 Combined Single Limit

17.2.4. **Worker's Compensation and Employers Liability Insurance** shall be maintained by CM/GC during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Florida Statutory Requirements</td>
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<tr>
<td>Each Accident</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Disease Each Employee</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>
17.2.5. **Certificates of Insurance** CM/GC must provide evidence of the required insurance coverage using Authority's Certificate of Insurance, or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by CM/GC's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies shall be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration.

17.2.6. **Subcontractor Coverage** - For each of the insurance coverages listed above Authority may require the CM/GC's subcontractors to carry identical coverages in the same amounts listed in the earlier sections.

17.2.7. **Failure to Maintain Insurance Coverage** - If CM/GC does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion be authorized to purchase such coverages and charge CM/GC for the coverages purchased. Authority shall be under no obligation to purchase insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.
ARTICLE 18 - SERVICES BY CM/GC'S OWN STAFF

Services to be performed under this Agreement must be performed by CM/GC's own staff, unless otherwise authorized in writing by Authority.

ARTICLE 19 - WAIVER OF CLAIMS

CM/GC's acceptance of final payment will constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by CM/GC as unsettled at the time of the final payment. Neither the acceptance of CM/GC's services nor payment by Authority shall be deemed to be a waiver of any of Authority's rights against CM/GC.

ARTICLE 20 - AIRPORT SECURITY REQUIREMENTS

CM/GC 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. CM/GC may need access to these secure areas to complete the work required by this Agreement.

CM/GC 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 having jurisdiction for breaches of security rules and regulations by CM/GC, its employees, agents, subcontractors, or invitees.
CM/GC further acknowledges that its employees, agents, and subcontractors 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 employee, agent, subcontractor, or invitee of the CM/GC, CM/GC shall notify the Airport's Police Department that the CM/GC's access authorization or that of any of CM/GC's employees, agents, subcontractors, or invitees has changed. CM/GC will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the CM/GC, CM/GC shall surrender any Airport Security Identification Badge held by the CM/GC or by CM/GC's employees, agents, subcontractors, or invitees. Should CM/GC fail to surrender these items within five (5) days, the CM/GC shall be assessed a fee of Twenty-Five Dollars ($25.00) per identification badge not returned. This fee will be billed to the CM/GC or deducted from any money owing to the CM/GC, at the Authority's discretion.

**ARTICLE 21 - PAYMENT AND PERFORMANCE GUARANTIES**

During the term of this Agreement CM/GC will maintain payment and performance bonding capacity sufficient to bond not less than one hundred percent (100%) of the aggregate workload assigned to CM/GC at any given time by outstanding Task
Authorizations or Contract Amendments. Such bonding capacity must be maintained without contingencies requiring bonding of subcontractors.

Bonding requirements for specific Tasks shall be set by Authority on a Task-by-Task basis. Unless specifically waived in writing by the Authority pursuant to Florida Law, CM/GC will be required to post separate performance and payment bonds in the amount of one hundred percent (100%) of the estimated construction cost of any Task where CM/GC will provide general contracting services and otherwise fully comply with the requirements of Section 255.05, Florida Statutes. Bonds must be provided from a surety licensed to do business in the State of Florida and maintaining an A.M. Best Company Rating not less than A, XV.

**ARTICLE 22 - TERMINATION OR SUSPENSION**

22.1. CM/GC shall be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization or Contract Amendment, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CM/GC, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may terminate this Agreement, in whole or in part, by giving CM/GC seven (7) calendar days written notice.
22.2. If, after notice of termination of this Agreement, it is determined for any reason that CM/GC was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against CM/GC provided herein, then CM/GC’s remedies against Authority shall be the same as and limited to those afforded CM/GC under paragraph 22.3. below.

22.3. Authority shall have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to CM/GC. In the event of such termination for convenience, CM/GC’s recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CM/GC that are directly attributable to the termination, but CM/GC shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

22.4. Upon termination, CM/GC shall deliver to Authority all original papers, records, documents, drawings, models, and other materials set forth and described in this Agreement.

22.5. Authority shall have the power to suspend all or any portions of the services to be provided by CM/GC hereunder upon giving CM/GC two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, CM/GC’s sole and exclusive remedy shall be an extension of time to its schedule.
ARTICLE 23 - 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 CM/GC 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.

ARTICLE 24 - SECURING AGREEMENT

CM/GC warrants that CM/GC has not employed or retained any company or person, other than a bona fide employee working solely for CM/GC, to solicit or secure this Agreement and that CM/GC has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CM/GC, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

CM/GC shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule “D”. 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.

ARTICLE 25 - CONFLICT OF INTEREST

25.1. - Conflict of Interest - Clients - The Authority desires to avoid any real or perceived conflict of interest in obtaining CM/GC’s services during the term of this
Agreement. CM/GC therefore agrees not to perform work for any third party related to development of the Southwest Florida International Airport or Page Field General Aviation Airport, nor perform work related to any property directly abutting either Airport boundary or the boundaries of the Airport Mitigation Park, within the Runway Protection Zone of either Airport, or within the Southwest Florida International Airport Noise Overlay Zone.

CM/GC represents that it presently has no interest and shall acquire no interest, during the term of this Agreement, either direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. CM/GC further agrees that no person having any such interest shall be employed or engaged by CM/GC for said performance.

If CM/GC, for itself and on behalf of its subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CM/GC or such subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to Authority’s attention, in writing. Authority will advise CM/GC, in writing, within ten (10) calendar days as to the period of time required by Authority to determine if such a conflict of interest exists. If Authority determines that there is a conflict of interest, CM/GC or such subcontractor shall decline the representation upon written notice by Authority.

If Authority determines that there is no conflict of interest, then Authority will give its written consent to the proposed representation. If CM/GC or a subcontractor accepts any representation without obtaining Authority’s prior written consent, and if Authority subsequently determines that there is a conflict of interest between that representation and the work being performed by CM/GC or a subcontractor under this Agreement, then
CM/GC or such subcontractor agrees to promptly terminate the representation. CM/GC shall require each of its subcontractors to comply with the provisions of this Article.

If CM/GC fails to advise or notify Authority as provided hereinabove of representation which could, or does, result in a conflict of interest, or if CM/GC fails to discontinue such representation when requested, Authority may consider such failure as justifiable cause to terminate this Agreement.

25.2. **Conflict of Interest - Projects** - If CM/GC or any subcontractor is requested by Authority to prepare any early analysis, concept study, preliminary design, cost estimate, project schedule, etc. for a project and the estimated construction cost of that project is expected to exceed the statutory threshold for competitive solicitations (currently $2 million) the CM/GC and any subcontractor will be prohibited from pursuing any future solicitation or contracting with another firm, as a prime consultant or subconsultant, for that same project. The CM/GC may not decline any work assigned by the Authority under this Agreement because of this restriction. As identified in the Request for Letters of Qualification, CM/GC acknowledges and accepts that all work that is potentially funded with any federal funds will be awarded to the top ranked firm as previously determined during the competitive selection process.

**ARTICLE 26 - NOTICES AND ADDRESS OF RECORD**

26.1. All notices required or made under this Agreement to be given by either party to the other shall be in writing and shall be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:
ATTENTION: Mark R. Fisher, Deputy Executive Director - Development

[CM/GC Name]
[CM/GC Address]

ATTENTION: __________________________

26.2. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE 27 - NO THIRD PARTY RIGHTS**

Nothing contained in this Agreement shall create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or CM/GC.

Services performed by CM/GC under the Agreement are solely for the benefit of the Authority. This Agreement shall not be construed to create any contractual relationship between CM/GC and any third party. It is the intent of the parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third parties that give CM/GC and Authority the right to observe work being performed by those third parties, shall not give rise to any duty or responsibility on the part of CM/GC in favor of such third parties.

**ARTICLE 28 - MISCELLANEOUS**

28.1. CM/GC, in representing Authority, shall promote the best interest of Authority and assume towards Authority a fiduciary relationship of the highest trust, confidence, and fair dealing.

Draft for Discussion Purposes Only
Port Authority Attorney's Office
July 17, 2019
28.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

28.3. This Agreement is not assignable, in whole or in part, by CM/GC without the prior written consent of Authority.

28.4. Waiver by either party or a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

28.5. The headings of the Articles, Sections, Schedules 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 in such Articles, Sections, Schedules or Attachments.

28.6. This Agreement, including any Addenda and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

ARTICLE 29 - NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) (1995) requires Authority to notify CM/GC of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

A. Contracting to provide goods or services to a public entity.
B. Submitting a bid on a contract for construction or repair of a public building or public work.

C. Submitting bids on leases of real property to a public entity.

D. Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of $35,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

**ARTICLE 30 - APPLICABLE LAW**

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any suit or action shall be entitled to recover from the other party their reasonable attorneys' fees and court costs.

**ARTICLE 31 - PROHIBITED INTERESTS**

No member, officer or employee of the Port Authority or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
ARTICLE 32 - LOBBYING CERTIFICATION

The Port Authority agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Port Authority, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Port Authority to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Port Authority shall require that the language of this section be included in this award document and any award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE 33 - E-VERIFY

CM/GC agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The CM/GC further agrees to provide the Authority with proof of enrollment within thirty (30) days of the date of this Agreement. Once enrolled,
CM/GC agrees to use the E-Verify Program to confirm the employment eligibility of:

33.1. All persons employed by CM/GC during the term of this Agreement

33.2. All persons, including subcontractors, assigned by the CM/GC to perform work or provide services under this Agreement.

CM/GC further agrees that it will require each subcontractor performing work or providing services 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 subcontractor during the term of this Agreement.

CM/GC agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article 32 is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

**ARTICLE 34 - COVENANTS AGAINST DISCRIMINATION**

During the performance of this Agreement, CM/GC, for itself, its assignees and successors in interest agrees as follows:

34.1. **Compliance with Regulations.** CM/GC shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be
amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

34.2. **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 in 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 CM/CG 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 CM/CG, including procurements of materials and leases of equipment.

The CM/CG 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.

34.3 **General Civil Rights Clause.** The CM/CG agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CM/CG 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.
34.4. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by CM/GC for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CM/GC of CM/GC’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

34.5. **Information and Reports.** CM/GC shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of CM/GC is in the exclusive possession of another who fails or refuses to furnish this information, CM/GC shall so certify to Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

34.6. **Sanctions for Noncompliance.** In the event of CM/GC’s noncompliance with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CM/GC under the Agreement until CM/GC complies; and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

34.7. **DBE Policy.** It is the policy of the Department of Transportation (the "DOT") that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 shall have the maximum opportunity to participate in the performance of contracts.
financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The CM/GC 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, CM/GC shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE’s have the maximum opportunity to compete for and perform contracts.

34.8. Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

CM/GC agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment CM/GC receives from Authority. CM/GC agrees further to return any retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subcontractors.

34.9. Incorporation of Provisions. CM/GC shall include the provisions of paragraphs 34.1. through 34.8. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. CM/GC shall take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event CM/GC becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a
result of such direction, CM/GC may request Authority to enter into such litigation to protect the interests of Authority and, in addition, CM/GC may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 35 - NONDISCRIMINATION CLAUSE**

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that “no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**ARTICLE 36 - GENERAL CIVIL RIGHTS CLAUSE**

The Contractor agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**ARTICLE 37 - AMENDMENTS OR MODIFICATIONS**

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing as an Amendment to this Agreement and executed by both parties intended to be bound by it.

**This Agreement** shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required, and otherwise on the date first written above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written above.

**ATTEST:**

________________________________________
(Witness)

________________________________________
(Witness)

CM/GC: _______________________________

By: _______________________________
Title: _______________________________
Date: _______________________________
(CORPORATE SEAL)

**ATTEST: CLERK OF COURTS**
LINDA DOGGETT

By: _______________________________
Deputy Clerk

Authority:
LEE COUNTY PORT AUTHORITY,
a political subdivision of the State of Florida

By: _______________________________
Chair or Vice Chair
APPROVED AS TO FORM:

By: __________________________
    Office of the Port Attorney

FAA APPROVED:

By: __________________________
    Date

FDOT APPROVED:

By: __________________________
    Date
SCHEDULE “A”

SCOPE OF SERVICES

The CM/GC will provide services in conjunction with the operation, maintenance and development of RSW and Page Field in Lee County, Florida.

The CM/GC will serve as an extension of staff for a variety of small, medium and large size construction related projects. All services provided under this Agreement will be pursuant to Chapter 255.103 Florida Statutes, as amended, whereby estimated construction costs for each individual project or task does not exceed $2 million. All work authorized under this Agreement is subject to the following conditions:

- As this is a professional service contract selected; under 49 CFR Part 18, direct employees of the CM/GC shall not perform any construction work as identified under F.S. 255 and corresponding regulations.

- CM/GC will participate in the design and procurement process on a project-by-project basis under a preconstruction services task assigned under this Agreement.

- Upon completion of the design phase for any project, CM/GC will be required to seek competitive bids for all subcontracted construction work with the lowest responsive sub-trade bids awarded, unless good cause can be shown to award the work otherwise, in accordance with Port Authority, state and federal procurement regulations.

CM/GC will be required to manage a variety of projects and subcontractors. A broad range of construction disciplines, analysis and expertise may be needed during the term of this professional services agreement. The specific number and mix of disciplines needed is unknown at this time. The CM/GC will be responsible for all scheduling and coordination and shall generally be responsible for the successful, timely and economical completion of requested projects. Services to be provided are outlined below:

- Management of various subconsultants and subcontractor construction related subcontracts and disciplines.

- Management of numerous project schedules and budgets.

- Management of construction projects, including but not limited to:
  - Contracting with all subcontractors, and material and equipment suppliers necessary to complete each project and soliciting and acquiring competitive bids as required.
  - Providing construction management oversight of various construction work.
  - Providing continuous on-site construction and management services throughout the construction phase of each project.
  - Scheduling and conducting preconstruction and construction progress meetings.
  - Preparing daily project logs and progress schedules.
  - Processing requests for information and negotiating change orders.
  - Overseeing quality assurance, testing and inspection programs to see that they are performed in accordance with the project plans and specifications.
  - Maintaining project controls documentation and administering safety programs.
  - Participating in specialty Port Authority programs (e.g., DBE).
  - Performing constructability reviews/value engineering services.
  - Coordinating with the architect/engineer or design engineer on all design issues.
  - Obtaining all necessary construction permits as needed.
- Coordinating all subcontractor work for construction projects as deemed necessary to successfully complete each project.

Projects that may require construction and construction management services to be performed by the CM/GC may include, but are not limited to, the following:

- Terminal Building Construction, Expansion, and Demolition
- T-hangar, Hangar, and Maintenance Buildings
- Runway, Aircraft Ramp and Taxiways/Taxilanes
- Site/Utility/Infrastructure/Storm Water Management Improvements
- Exotic Species Removal and Treatment
- Security and IT Improvements
- Fuel Farm Improvements
- Landscaping and Signage Enhancements
- Roadways, Fly-over Bridge Structures and Parking Lots
- Programming and Scheduling
- Cost Estimating and Budgeting
- Database Assistance
- Other services identified in the Port Authority’s Capital Improvement Program Update
- Any services needed to accomplish the development goals of the Port Authority
SCHEDULE “B”

BASIS OF COMPENSATION

• Prior to CM/GC’s solicitation of subcontractor bids for any project or task, Port Authority staff will negotiate the CM/GC Professional Service fees associated with each project or task. CM/GC fees will not be negotiated as a percentage of the construction value. CM/GC fees will be negotiated based on personnel assigned to each project/task, individual hourly rates, number of hours, indirect expenses, and mark-ups/profit. CM/GC fees will typically be fixed as a Lump Sum and based on the following:
  o General Contractor/General Conditions –
    ▪ Non-Personnel costs related to field-based items (insurance, permits, bonds, trailers, equipment, etc.) needed to support the construction effort.
    ▪ Superintendent Personnel costs related to providing on-site construction superintendents to manage low-bid subcontracted construction work.
  o Construction Management Services -
    ▪ Professional Personnel costs associated with oversight and management of all construction activities, subcontract management, pay application and invoice processing, budget tracking, coordination with FAA, FDOT, Port Authority, etc.
    ▪ Subcontractor costs associated with construction management services (surveying, field locate utilities, etc.) for the project.

• CM/GC will hold the subcontracts for all low-bid subtrade work. Authority will have no contractual relationship with any subcontractor.

• There will be no Guaranteed Maximum Price (GMP) for any task/project, and no percentages are to be used to calculate CM/GC fees. All project/task contingencies will be held by the Port Authority.
SCHEDULE “B-1”

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

<table>
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<td>Telegraph</td>
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<td>Postage</td>
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<td>Shipping Material</td>
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<tr>
<td>Commercial Air Travel</td>
<td>Coach Fare or Best Available Rate</td>
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<td>(Lunch)</td>
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*Reimbursed at Actual Cost, not to exceed stated amount.
FORM 2: References (1 of 2 pages)

Consultants are required to provide this reference request form to a minimum of three (3) firms with whom they have recently completed a similar project. The Port Authority requires one (1) reference for the Consulting Firm and two (2) for the suggested Project Manager with whom they have recently completed a similar project. DO NOT use current Lee County Port Authority employees as references.

REFERENCES ARE NOT TO BE SUBMITTED WITH CONSULTANT'S LETTER OF QUALIFICATIONS PACKAGE. The firm providing the reference will return this form directly to the Purchasing Agent listed on the form via e-mail.

It is the Consultant’s responsibility to confirm directly with the requested references that their required forms have been submitted. DO NOT CONTACT THE PORT AUTHORITY DIRECTLY TO VERIFY IF REFERENCES HAVE BEEN SUBMITTED.

Consultant will complete:
  - Section 1 – Reference Respondent Information
  - Section 2 – Firm Reference Information OR Project Manager Information

Firm providing Consultant reference to complete:
  - Section 3 – Reference questions - additional pages may be used if needed, and submit DIRECTLY TO THE LEE COUNTY PORT AUTHORITY PURCHASING AGENT LISTED ON THE REFERENCE FORM. References should not be returned by the Consultant.

A minimum of three (3) reference responses are required.

Failure to have references submitted directly to the Lee County Port Authority Purchasing Agent listed on the top of Form 2, on or before the due date via e-mail noted on the reference check, may cause your firm to be considered nonresponsive. This form should not be returned to the Consultant.
**FORM 2 – FIRM REFERENCE CHECK**  
**LOQ #19-21LD CONSTRUCTION MANAGER/GENERAL CONTRACTOR**

### Section 1: Reference Respondent Information – Please Print Legibly

Name & Title: [ ]  
Company: [ ]  
Email: [ ]  
Phone: [ ]

### Section 2: Firm Reference Information – Please Print Legibly

<table>
<thead>
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<th>Information</th>
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<tbody>
<tr>
<td>Firm Name:</td>
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</tr>
<tr>
<td>Project Name:</td>
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</table>

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

### Section 3: Reference Questions

1. What was your job title and role during the referenced project?

2. Describe the services provided by the firm.

3. How responsive was the firm in providing necessary resources to help the Project Manager?

4. How was the relationship between this firm and subconsultants and other project team members?

5. Was the project(s) completed on time and under budget?

6. How quickly did the firm respond to questions from the Owner regarding the project?

7. In your opinion, what was a strength exhibited by the firm?

8. In your opinion, what would be a suggested change to improve the firm’s management of projects?

9. Was the firm proactive in resolving issues?

10. Was the firm accountable for project mistakes that were brought to their attention?

11. Would you hire this firm again?

12. Additional comments or feedback.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
# FORM 2 – PROJECT MANAGER REFERENCE CHECK

**LOQ #19-21LD CONSTRUCTION MANAGER/GENERAL CONTRACTOR**

## Section 1

**Reference Respondent Information – Please Print Legibly**

<table>
<thead>
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<th>Name &amp; Title:</th>
<th>Purchasing Agent: Lori DeLoach</th>
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<td>Due Date: July 25, 2019</td>
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<tr>
<td>Email:</td>
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<tr>
<td>Phone:</td>
<td>Phone: 239-590-4555</td>
</tr>
<tr>
<td></td>
<td>Fax: 239-590-4539</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:LKDeLoach@flylcpa.com">LKDeLoach@flylcpa.com</a></td>
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**Please return completed form to:**

## Section 2

**Project Manager Information – Please Print Legibly**

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<th>Project Name:</th>
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You or your firm has been provided as a reference on the project identified above. Please complete section 3.

## Section 3

**Reference Questions**

1. What was your job title and role during the referenced project?

2. Describe the services provided by the Project Manager.

3. Was the Project Manager effective in leading the entire project team including subconsultants?

4. How responsive and responsible was the Project Manager on this project?

5. Was the project completed on time and under budget?

6. How quickly did the Project Manager respond to questions from the Owner regarding the project?

7. How was the relationship between the Project Manager and other members of the project team?

8. In your opinion, what was a strength exhibited by the Project Manager during this project?

9. In your opinion, is a change necessary to help the Project Manager successfully manage projects in the future?

10. Was the Project Manager proactive in resolving issues?

11. Would you hire the Project Manager again for one of your projects?

12. Additional comments or feedback.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
## Section 1

**Reference Respondent Information – Please Print Legibly**

| Name & Title: |  |
| Company: |  |
| Email: |  |
| Phone: |  |

Please return completed form to:

- Purchasing Agent: Lori DeLoach
- Due Date: July 25, 2019
- Total # Pages: 1
- Phone: 239-590-4555
- Fax: 239-590-4539
- Email: LKDeLoach@flylcpa.com

## Section 2

**Project Manager Information – Please Print Legibly**

| Project Manager: |  |
| Firm Name: |  |
| Project Name: |  |

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

### Section 3

**Reference Questions**

13. What was your job title and role during the referenced project?

14. Describe the services provided by the Project Manager.

15. Was the Project Manager effective in leading the entire project team including subconsultants?

16. How responsive and responsible was the Project Manager on this project?

17. Was the project completed on time and under budget?

18. How quickly did the Project Manager respond to questions from the Owner regarding the project?

19. How was the relationship between the Project Manager and other members of the project team?

20. In your opinion, what was a strength exhibited by the Project Manager during this project?

21. In your opinion, is a change necessary to help the Project Manager successfully manage projects in the future?

22. Was the Project Manager proactive in resolving issues?

23. Would you hire the Project Manager again for one of your projects?

24. Additional comments or feedback.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
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<tr>
<td>Jordan Cardinale</td>
<td>Norman Alexander</td>
<td><a href="mailto:NAC2@COX.NET">NAC2@COX.NET</a></td>
<td>Telephone 941-830-6000</td>
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<td>34120 1364 Hwy 70 East Rd.</td>
<td>E-mail <a href="mailto:NAC2@COX.NET">NAC2@COX.NET</a></td>
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<tr>
<td>Frank Pinello</td>
<td>The Whiting-Turner</td>
<td>1901 W. Cypress Creek Rd. Ft. Lauderdale, FL 33309 Suite 101</td>
<td>Telephone 954-276-0600</td>
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<td>Contracting Co.</td>
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<td>E-mail <a href="mailto:frank.pinello@whiting-turner.com">frank.pinello@whiting-turner.com</a></td>
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<tr>
<td>Mike Breckenridge</td>
<td>Envirostruct, LLC</td>
<td>26701 Dublin Woods Cir. Bonita Springs, FL 34135</td>
<td>Telephone 239-494-5700</td>
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<td>E-mail <a href="mailto:MIKEB@ENVIROSTRUCT.NET">MIKEB@ENVIROSTRUCT.NET</a></td>
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<tr>
<td>Chuck Hardwick</td>
<td>Fowler Const. &amp; Dev</td>
<td><a href="mailto:Chuck@FowlerCompany.com">Chuck@FowlerCompany.com</a></td>
<td>Telephone 239-275-7500</td>
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<td>Bj Bruvdage</td>
<td>DeAngelis Diamond</td>
<td><a href="mailto:bj@deangelisdiamond.com">bj@deangelisdiamond.com</a></td>
<td>Telephone 239-631-9060</td>
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<td>Blair Cox</td>
<td>JSM &amp; Assoc.</td>
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<td>Telephone (352) 383-2600</td>
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<td>Chuck Marinos</td>
<td>Gulfpoint Construction</td>
<td>9240 Marketplace Road Suite 1</td>
<td>Telephone 219-768-1800</td>
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<td></td>
<td>Fort Myers, FL 33921</td>
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<td>Johnny Limbaugh</td>
<td>Wright Constr.</td>
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<td>David Valin</td>
<td>WC6</td>
<td>5811 Youngquist Rd</td>
<td>Telephone 239-738-5854</td>
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<td>Matt Hoffman</td>
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<td>Telephone 239-561-4141</td>
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<td>Tyler Richeson</td>
<td>DeAngelis Diamond</td>
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<td>Telephone 239.594.1991</td>
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<td>Briana Saunders</td>
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<tr>
<td>Cora Harkins</td>
<td>GATES</td>
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<td>Telephone 239-932-9066</td>
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<td>Scott Mouse</td>
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<tr>
<td>Andrew Courtney</td>
<td>Manhattan Construction</td>
<td>3705-1 Westview Drive, Naples, FL</td>
<td>Telephone 239-643-6000</td>
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Please Print
Mandatory Pre-LOQ Meeting

LOQ # 19-21LD

CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONTINUING SERVICES

July 8, 2019
LEE COUNTY PORT AUTHORITY (LCPA) OPENING COMMENTS & INTRODUCTIONS

• Lori DeLoach, Senior Procurement Agent
• Emily Underhill, PE, AAE, Division Director – Development
• Mark Fisher, AAE, Deputy Executive Director - Development
→ Please silence all cell phones.

→ Please Sign In.

→ Answers to your questions may be in our presentation – so Q & A will be at the end.

→ This meeting is being recorded – so please make sure to speak up during the Q & A.

→ Questions not answered today must be put in writing and will be answered via addendum.
The LCPA utilizes PUBLIC PURCHASE to distribute information, specifications, drawings, addenda and LOQ results.

Prospective respondents must register at www.publicpurchase.com
AGENDA

- LOQ Submittal Information
- LOQ Highlights
- Q&A
LOQ SUBMITTAL INFORMATION

One (1) Original, eight (8) identical copies and one (1) electronic copy are to be submitted

- Section 1 - Executive Summary and Organizational Chart
- Section 2 - Project Manager, Firm and Key Support Staff (Form #1)
- Section 3 - Project Manager Experience
- Section 4 - Firm Experience
- Section 5 - DBE and W/MBE History and Plan
- Section 6 - References (Form #2)
Section 7 - Other Requested Information
Section 8 - Conflict of Interest/Business Ethics Statement
Section 9 – Other Requested Forms/Certification/Licenses
   Form 3 - Consultant’s Certification
   Form 4 - Lobbying Affidavit
   Form 5 - Consultant’s Scrutinized Companies Certification
   Form 6 - Public Entity Crimes Form
   Copy of Current Insurance Certificate
   Copy of Current State of Florida Licenses/Certifications
TENTATIVE SCHEDULE

- July 12, 2019  Deadline for questions due 2:00 p.m.
- July 29, 2019  LOQs due by 2:00 p.m. local time
- August 16, 2019  Staff Qualifications Committee Meeting
- September 17, 2019  ASMC Short-list/Recommended Ranking
- October 15, 2019  Oral Presentations (if requested)
- November 7, 2019  Board of Port Commissioners Final Ranking
- January 9, 2020 (Tentative)  Board of Port Commissioners Approves Contract(s)
LOQ HIGHLIGHTS
LEE COUNTY PORT AUTHORITY

Southwest Florida International Airport
CONTRACT/PROJECTS ORGANIZATION

LCPA
Executive Director & Staff

A&E Design Manager/
Construction Administrator
Planning/Environmental Consultant

Construction Manager/General Contractor
You?

Low Bid
Subcontractors
GENERAL CONSULTANT CONTRACTS

- Architectural/Engineering
  Atkins North America, expires June 2020
  Kimley-Horn Assoc., expires June 2020

- Environmental/Planning
  Johnson Engineering, expires January 2021
  Passarella & Assoc., expires January 2021

- Construction Manager/General Contractor (CM/GC)
  DeAngelis Diamond, expires March 2020
  Owen-Ames-Kimball Company, expires March 2020
SCOPE OF WORK

Construction Management/General Contracting (CM/GC)

- Design Phase “Preconstruction” Services
  - Design & Constructability review
  - Cost estimating
  - Assist in preparing sub-trade bid packages/construction phasing
- CM/GC must competitively bid all work (F.S. Ch. 255)
- CM/GC must award to low bid sub
- CM/GC fees negotiated before bids (not % based)
- CM/GC construction contract = Lump Sum
- No “GMP”
- Contingencies held by LCPA
SCOPE OF WORK

- Multitude of Tasks/Projects for RSW and FMY.
- Individual Tasks/Project construction costs < $2M/Ea.
- Three (3) year contract with the top two (2) firms.
- Tasks/Projects funded with federal funding will be awarded to the top ranked firm.
- All other Tasks/Projects will be distributed as evenly as possible.
- If the LCPA requests the selected CM/GC to do preliminary work on projects valued over $2M, the selected CM/GC will not be allowed to compete for that later follow on work.
CURRENT CONTRACT TASKS & FEES
(approx. 2 ½ Years)

- Total Assignments/Tasks (2) contracts = 47
- Total Contract Value (2) firms = $1,788,668
- Total CM/GC fees (2) firms = $473,744
REPRESENTATIVE PROJECTS

- Mitigation Land Management Activities (exotics removal, prescribed burns, fence install/repair, mowing, trail improvements)
- Tree/Obstruction/Vegetation Removal for aircraft safety
- Surface water management system improvements
REPRESENTATIVE PROJECTS

- Security Screening Enhancements
- Terminal & Office Remodel/Renovation/Expansion
- Building Stucco and Joint Repairs
- Airfield Pavement Repairs
- Airfield Lighting Upgrades
- Charging Stations & other Electrical Improvements
EVALUATION CRITERIA

- Similar (& non-similar) project/contract experience
- Past record of performance on LCPA projects
- Responsiveness/knowledge of local conditions
- Demonstrated understanding of the project/contract
- Organizational structure for project/contract
- DBE/WMBE history performance/proposed approach
- Firm & Project Manager References
- Current workload with LCPA
LOQ SUBMITTAL SUGGESTIONS

- Streamlined submittal
- Focus on experience of PM and Firm
- PM needs to be available as needed
- No teaming or subconsultant information will be considered
- DBE & W/MBE experience & commitments
Good Luck!
Questions?
Thank You
**FORM 2 - FIRM REFERENCE CHECK**

**LOQ #19-21 LD General Construction Manager (Acting as the General Contractor)**

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Shawn Stacey</td>
<td>Purchasing Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td>Stacey Development</td>
<td><strong>Due Date: July 25, 2019</strong></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:shawnmstacey@gmail.com">shawnmstacey@gmail.com</a></td>
<td>Total # Pages: 1</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone: 239-590-4555</td>
</tr>
</tbody>
</table>

**Section 2**

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>EnviroStruct LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project/Contract Name:</td>
<td>Staybridge Suites</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete.

<table>
<thead>
<tr>
<th>Section 3</th>
<th>Reference Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>What was your job title and role during the referenced project/contract?</td>
</tr>
<tr>
<td>2.</td>
<td>Describe the services provided by the firm.</td>
</tr>
<tr>
<td>3.</td>
<td>How responsive was the firm in providing necessary resources to help the Project Manager?</td>
</tr>
<tr>
<td>4.</td>
<td>How was the relationship between this firm and subconsultants and other project team members?</td>
</tr>
<tr>
<td>5.</td>
<td>Was the project(s) completed on time and under budget?</td>
</tr>
<tr>
<td>6.</td>
<td>How quickly did the firm respond to questions from the Owner regarding the project?</td>
</tr>
<tr>
<td>7.</td>
<td>In your opinion, what was a strength exhibited by the firm?</td>
</tr>
<tr>
<td>8.</td>
<td>In your opinion, what would be a suggested change to improve the firm’s management of projects?</td>
</tr>
<tr>
<td>9.</td>
<td>Was the firm proactive in resolving issues?</td>
</tr>
<tr>
<td>10.</td>
<td>Was the firm accountable for project mistakes that were brought to their attention?</td>
</tr>
<tr>
<td>11.</td>
<td>Would you hire this firm again?</td>
</tr>
<tr>
<td>12.</td>
<td>Additional comments or feedback.</td>
</tr>
</tbody>
</table>

**Firm for Reference Being Provided**

**Firm for Reference Being Provided**

**Firm for Reference Being Provided**

**Firm for Reference Being Provided**

---

**Handwritten Notes:**

- Due Date: July 25, 2019
- Email: LKDeLoach@flylcpa.com
- Phone: 239-590-4555
- Fax: 239-590-4539
- Total Pages: 1

---

Finalized by [Signature] on [7/18/19]
July 23, 2019

Lori DeLoach
Lee County Port Authority
Via Email

RE: Firm Reference Check
EnviroStruct, LLC

Dear Lori:

Attached is the reference requested on EnviroStruct, LLC.

In addition to the reference form, I would like to add additional comments/feedback. As General Manager/COO of The Landings Yacht, Golf and Country Club, Inc., I am responsible for all projects, from design to contracting and project management. My background includes over 35 years in the hotel business as VP of Corporate Administration and Corporate Controller/CFO, and 17 years as a CFO and General Manager/COO of private country clubs. I have been in charge of hotel acquisitions, construction, and major renovations for hotels as large as 1,100 rooms in as many as 15 different states. I am well versed in interior design, architectural design, construction and project management of those projects.

I had the opportunity to work with EnviroStruct in the last couple of years as the successful bidder of two renovation projects, both restaurants and ballroom renovations in two separate buildings. I must say that EnviroStruct proved to be one of the easiest contractors I have worked with, and found their work top quality, extremely easy to work with, diligent in their performance, and outstanding in their communications follow through. As you may know, being under the scrutiny of a community of members and Board of Director oversight puts a lot of pressure on a contractor to perform on time, within budget, and for projects to go without hiccups and major changes. EnviroStruct performed to a level rarely seen, and they made both projects highly successful with nothing but praise for the outcome.

Have no doubt that we will use EnviroStruct again, with our next project in the next year or two of a complete tear down and rebuilding of our waterfront restaurant facilities. I have tremendous confidence in all those at the firm I dealt with, and without hesitation highly recommend them.

As always, feel free to contact me if you have a specific question I can answer.

Regards,

Doug Marcotte
General Manager/COO
# Form 2 - Firm Reference Check

**LOQ #19-21LD General Construction Manager (Acting as the General Contractor)**

<table>
<thead>
<tr>
<th>Person Providing Reference</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Doug Marcotte</td>
<td>Purchasing Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td>The Landings Yacht, Golf &amp; Tennis Club, Inc.</td>
<td>Due Date: July 25, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:gm@lygte.com">gm@lygte.com</a></td>
<td>Total # Pages: 1</td>
</tr>
<tr>
<td>Phone:</td>
<td>239-482-3211</td>
<td>Phone: 239-590-4555</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax: 239-590-4539</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:LKDeLoach@flyicpa.com">LKDeLoach@flyicpa.com</a></td>
</tr>
</tbody>
</table>

**Firm Name:** EnviroStruct LLC

**Project/Contract Name:** The Landings Yacht, Golf & Tennis Club, Inc. Remodel

You or your firm has been provided as a reference on the project identified above. Please complete.

### Section 3 - Reference Questions

1. What was your job title and role during the referenced project/contract?
   - General Manager - all oversight & Contract

2. Describe the services provided by the firm.
   - Renovations of Restaurants

3. How responsive was the firm in providing necessary resources to help the Project Manager?
   - Excellent

4. How was the relationship between this firm and subconsultants and other project team members?
   - Very good - excellent communication

5. Was the project(s) completed on time and under budget?
   - Yes - Both Times

6. How quickly did the firm respond to questions from the Owner regarding the project?
   - Always Immediate

7. In your opinion, what was a strength exhibited by the firm?
   - Commitment, follow through, communicate

8. In your opinion, what would be a suggested change to improve the firm's management of projects?
   - No issues, non needed

9. Was the firm proactive in resolving issues?
   - Outstanding

10. Was the firm accountable for project mistakes that were brought to their attention?
    - Had none, but undoubtedly would have

11. Would you hire this firm again?
    - Yes - Planning new restaurant Bldg

12. Additional comments or feedback.
    - See attachment
**FORM 2 – PROJECT MANAGER REFERENCE CHECK**

**LOQ #19-21LD CONSTRUCTION MANAGER/GENERAL CONTRACTOR**

**Section 1**

Reference Respondent Information – Please Print Legibly

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Dan Christy, Construction Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Austin Commercial</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:DChristy3006@gmail.com">DChristy3006@gmail.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>(214) 202-8156</td>
</tr>
</tbody>
</table>

**Please return completed form to:**

Purchasing Agent: Lori DeLoach
Due Date: July 25, 2019
Total # Pages: 1
Phone: 239-590-4555
Fax: 239-590-4539
Email: LKDeLoach@flylcpa.com

**Section 2**

Project Manager Information – Please Print Legibly

<table>
<thead>
<tr>
<th>Project Manager:</th>
<th>John Buzzy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>GATES Group dba GATES Construction</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Tampa Intl Airport Automatic People Mover &amp; Consolidated Rental Car Facility</td>
</tr>
</tbody>
</table>

**Section 3**

Reference Questions

1. **What was your job title and role during the referenced project?**
   
   I was the Design Manager until the design was complete then I took over as Construction Manager for the remainder of the project. As Construction Manager all of the Project Managers reported to me.

2. **Describe the services provided by the Project Manager.**
   
   As the Design Manager and a formal part of the construction design team, John was responsible for the main terminal renovations and the automated people mover station attached to the main terminal. In this position, John was responsible for all aspects of that area of the project.

3. **Was the Project Manager effective in leading the entire project team including subconsultants?**
   
   Yes very. John kept the project moving and met every delivery date for his portion of the project.

4. **How responsive and responsible was the Project Manager on this project?**
   
   Very. This was a very difficult project with a very tight schedule and several milestone deliveries. John kept his team working and they met every date. The owner was very pleased that each delivery was made on time.

5. **Was the project completed on time and under budget?**
   
   The portion of the project that John was responsible for was completed on time and under budget.

6. **How quickly did the Project Manager respond to questions from the Owner regarding the project?**
   
   John was very responsive to the Owner’s questions and concerns. Quick responses in a very demanding situation with the Owner, from the owner of noise dust or other concerns was not easy but John completed his portion of the project with no complaints from the Owner.

7. **How was the relationship between the Project Manager and other members of the project team?**
   
   John got along well with everyone connected with the project.

8. **In your opinion, what was a strength exhibited by the Project Manager during this project?**
   
   John kept his team focused on the project. Never got excited or flustered with all of the demands of the project. Just stayed calm and got the work done.

9. **In your opinion, is a change necessary to help the Project Manager successfully manage projects in the future?**
   
   No

10. **Was the Project Manager proactive in resolving issues?**
    
    Yes John was on top of every issue concerning his project and in most cases resolved things before they became issues.

11. **Would you hire the Project Manager again for one of your projects?**
    
    Yes definitely

12. **Additional comments or feedback.**
    
    John is a great Project Manager that will commit himself to a project and do everything required to meet the Owners expectations.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
## FORM 2 - FIRM REFERENCE CHECK

**LOQ #19-21LD General Construction Manager (Acting as the General Contractor)**

### Section 1
**Name & Title:** Kevin Williams, Principal Architect & Vice President  
**Company:** BSSW Architects  
**Email:** kevinw@bsswarchitects.com  
**Phone:** (239) 278-3838

### Due Date: July 25, 2019

**Total # Pages:** 1  
**Phone:** 239-590-4555  
**Fax:** 239-590-4539  
**Email:** LKDeLoach@flylcpa.com

### Section 2
**Firm Name:** GATES Group, LLC dba GATES Construction  
**Project/Contract Name:** Lee County Emergency Operations Center (new 2012 and subsequent addition/renovation 2019)

You or your firm has been provided as a reference on the project identified above. Please complete

### Section 3
**Reference Questions**

1. What was your job title and role during the referenced project/contract?  
   Principal Architect.

2. Describe the services provided by the firm.  
   Full Architectural and Engineering Design and Construction Administration

3. How responsive was the firm in providing necessary resources to help the Project Manager?  
   Very Responsive and Proactive.

4. How was the relationship between this firm and subconsultants and other project team members?  
   The Gates Team worked well with all the Design Team Members

5. Was the project(s) completed on time and under budget?  
   Completed on time on budget - providing high value to the client.

6. How quickly did the firm respond to questions from the Owner regarding the project?  
   To my knowledge they were both responsive and thorough.

7. In your opinion, what was a strength exhibited by the firm?  
   I believe the Gates Teams greatest strength is their professionalism.

8. In your opinion, what would be a suggested change to improve the firm’s management of projects?  
   As with all CM's I would encourage high accountability of sub-contractors.

9. Was the firm proactive in resolving issues?  
   The Gates Team worked pro-actively with all team members.

10. Was the firm accountable for project mistakes that were brought to their attention?  
    Yes

11. Would you hire this firm again?  
    Our firm is always delighted to collaborate with Gates Construction

12. Additional comments or feedback.
# FORM 2 – PROJECT MANAGER REFERENCE CHECK

**LOQ #19-21LD CONSTRUCTION MANAGER/GENERAL CONTRACTOR**

## PERSON PROVIDING REFERENCE

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Bob Molle, Director of Planning and Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Jacksonville Aviation Authority</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Bob.Molle@flyjacksonville.com">Bob.Molle@flyjacksonville.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>(904) 591-9322</td>
</tr>
</tbody>
</table>

## PROJECT MANAGER FOR REFERENCE BEING PROVIDED

<table>
<thead>
<tr>
<th>Project Manager:</th>
<th>John Buzzy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>GATES Group dba GATES Construction</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Jacksonville International Airport – Airport Expansion</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

## Reference Questions

1. What was your job title and role during the referenced project?
   - Director, Planning and Development

2. Describe the services provided by the Project Manager.
   - Overall direction of all construction contracts associated with the project.

3. Was the Project Manager effective in leading the entire project team including subconsultants?
   - Extremely effective and largely responsible for bringing the project to closure on time and within budget.

4. How responsive and responsible was the Project Manager on this project?
   - Always very responsive, never shirked responsibility

5. Was the project completed on time and under budget?
   - Yes

6. How quickly did the Project Manager respond to questions from the Owner regarding the project?
   - Timely and thoughtful

7. How was the relationship between the Project Manager and other members of the project team?
   - Respectful and at the same time personable

8. In your opinion, what was a strength exhibited by the Project Manager during this project?
   - Applying considerable knowledge, with total dedication to having the project succeed.

9. In your opinion, is a change necessary to help the Project Manager successfully manage projects in the future?
   - No

10. Was the Project Manager proactive in resolving issues?
    - Yes

11. Would you hire the Project Manager again for one of your projects?
    - Yes

12. Additional comments or feedback.
    - A very conscientious, highly knowledgeable construction professional.

---

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. **This form should not be returned to the Consultant.**
FORM 2 – PROJECT MANAGER REFERENCE CHECK
LOQ #19-21LD CONSTRUCTION MANAGER/GENERAL CONTRACTOR

PERSON PROVIDING REFERENCE

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Don Warren, Exec. Vice President (formerly Exec. VP, Moss &amp; Associates)</td>
<td>Purchasing Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td>McCrory Construction</td>
<td>Due Date: July 25, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:DWarren@McCroryConstruction.com">DWarren@McCroryConstruction.com</a></td>
<td>Total # Pages: 1</td>
</tr>
<tr>
<td>Phone:</td>
<td>(864) 603-5840</td>
<td>Phone: 239-590-4555</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax: 239-590-4539</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:LKDeLoach@flylcpa.com">LKDeLoach@flylcpa.com</a></td>
</tr>
</tbody>
</table>

PROJECT MANAGER FOR REFERENCE BEING PROVIDED

<table>
<thead>
<tr>
<th>Section 2</th>
<th>Project Manager Information – Please Print Legibly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager:</td>
<td>John Buzzy</td>
</tr>
<tr>
<td>Firm Name:</td>
<td>GATES Group dba GATES Construction</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Greenville-Spartanburg Intl Airport Terminal Improvements</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

<table>
<thead>
<tr>
<th>Section 3</th>
<th>Reference Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>What was your job title and role during the referenced project?</td>
</tr>
<tr>
<td>Project Executive; oversee project team and represented Moss Construction in joint venture.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Describe the services provided by the Project Manager.</td>
</tr>
<tr>
<td>Responsible for purchasing, scheduling and execution of construction.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Was the Project Manager effective in leading the entire project team including subconsultants?</td>
</tr>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>How responsive and responsible was the Project Manager on this project?</td>
</tr>
<tr>
<td>Very responsive, communicated with all parties continuously.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Was the project completed on time and under budget?</td>
</tr>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>How quickly did the Project Manager respond to questions from the Owner regarding the project?</td>
</tr>
<tr>
<td>Within 24 hours on all occasions.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>How was the relationship between the Project Manager and other members of the project team?</td>
</tr>
<tr>
<td>Good</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>In your opinion, what was a strength exhibited by the Project Manager during this project?</td>
</tr>
<tr>
<td>Communications, knowledge, and experience with airport facilities.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>In your opinion, is a change necessary to help the Project Manager successfully manage projects in the future?</td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Was the Project Manager proactive in resolving issues?</td>
</tr>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Would you hire the Project Manager again for one of your projects?</td>
</tr>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Additional comments or feedback.</td>
</tr>
<tr>
<td>John Buzzy is a very good communicator and relationship builder.</td>
<td></td>
</tr>
</tbody>
</table>

RESPONDENT: Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
# FORM 2 – PROJECT MANAGER REFERENCE CHECK

## LOQ #19-21LD CONSTRUCTION MANAGER/GENERAL CONTRACTOR

### PERSON PROVIDING REFERENCE

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Luke Carriere - Construction Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Cypress Lake United Methodist</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:CarriereFL@comcast.net">CarriereFL@comcast.net</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>239-822-4056</td>
</tr>
</tbody>
</table>

### Please return completed form to:

- **Purchasing Agent:** Lori DeLoach
- **Due Date:** July 25, 2019
- **Total # Pages:** 1
- **Phone:** 239-590-4555
- **Fax:** 239-590-4539
- **Email:** LKDeLoach@flylcpa.com

### PROJECT MANAGER FOR REFERENCE BEING PROVIDED

<table>
<thead>
<tr>
<th>Project Manager:</th>
<th>JD Huether</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Gulfpoint Construction Company</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Bright Beginnings</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

### Section 3

#### Reference Questions

1. What was your job title and role during the referenced project?
   - Owners Representative- Review contracts and pay request, observe work and monitor schedule.

2. Describe the services provided by the Project Manager.
   - Coordinate design, permitting and construction and bid all subtrade

3. Was the Project Manager effective in leading the entire project team including subconsultants?
   - Yes

4. How responsive and responsible was the Project Manager on this project?
   - Very responsive and took effective responsibility to manage the entire project

5. Was the project completed on time and under budget?
   - Ahead of schedule and within budget

6. How quickly did the Project Manager respond to questions from the Owner regarding the project?
   - Generally the same day if not, within 24 hours.

7. How was the relationship between the Project Manager and other members of the project team?
   - Very good relationship between architect, owner's staff and subcontractors

8. In your opinion, what was a strength exhibited by the Project Manager during this project?
   - Ability to evaluate unforeseen conditions quickly and provide workable solutions.

9. In your opinion, is a change necessary to help the Project Manager successfully manage projects in the future?
   - Only minor improvement to documentation of project.

10. Was the Project Manager proactive in resolving issues?
    - Yes

11. Would you hire the Project Manager again for one of your projects?
    - Yes

12. Additional comments or feedback.
    - High quality construction manager with ability to be proactive during the design and construction
**FORM 2 - FIRM REFERENCE CHECK**

**LOQ #19-21LD General Construction Manager (Acting as the General Contractor)**

<table>
<thead>
<tr>
<th>PERSON PROVIDING REFERENCE</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Matthew Mason - Director, Facilities Management and Construction</td>
<td>Purchasing Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td>Florida SouthWestern State College</td>
<td><strong>Due Date: July 25, 2019</strong></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Matthew.Mason@fsw.edu">Matthew.Mason@fsw.edu</a></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>239-489-9243</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FIRM FOR REFERENCE BEING PROVIDED</th>
<th>Firm Reference Information – Please Print Legibly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Gulfpoint Construction Company, inc</td>
</tr>
<tr>
<td>Project/Contract Name:</td>
<td>Continuing Contract</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete

<table>
<thead>
<tr>
<th>Section 3</th>
<th>Reference Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>What was your job title and role during the referenced project/contract?</td>
</tr>
<tr>
<td></td>
<td>Construction Manager</td>
</tr>
<tr>
<td>2.</td>
<td>Describe the services provided by the firm.</td>
</tr>
<tr>
<td></td>
<td>Construction Management for campus renovation projects</td>
</tr>
<tr>
<td>3.</td>
<td>How responsive was the firm in providing necessary resources to help the Project Manager?</td>
</tr>
<tr>
<td></td>
<td>Very responsive</td>
</tr>
<tr>
<td>4.</td>
<td>How was the relationship between this firm and subconsultants and other project team members?</td>
</tr>
<tr>
<td></td>
<td>Seamless relationships to get work completed on time</td>
</tr>
<tr>
<td>5.</td>
<td>Was the project(s) completed on time and under budget?</td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>How quickly did the firm respond to questions from the Owner regarding the project?</td>
</tr>
<tr>
<td></td>
<td>Immediately</td>
</tr>
<tr>
<td>7.</td>
<td>In your opinion, what was a strength exhibited by the firm?</td>
</tr>
<tr>
<td></td>
<td>Professional staff</td>
</tr>
<tr>
<td>8.</td>
<td>In your opinion, what would be a suggested change to improve the firm’s management of projects?</td>
</tr>
<tr>
<td></td>
<td>none</td>
</tr>
<tr>
<td>9.</td>
<td>Was the firm proactive in resolving issues?</td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td>Was the firm accountable for project mistakes that were brought to their attention?</td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>11.</td>
<td>Would you hire this firm again?</td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>12.</td>
<td>Additional comments or feedback.</td>
</tr>
<tr>
<td></td>
<td>High quality construction manager with ability to be proactive during the design and construction</td>
</tr>
</tbody>
</table>
**FORM 2 - FIRM REFERENCE CHECK**

**LOQ #19-21LD General Construction Manager (Acting as the General Contractor)**

<table>
<thead>
<tr>
<th>PERSON PROVIDING REFERENCE</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Scott Reichenbacher - Project Manager</td>
<td>Purchasing Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td>Lee County School District</td>
<td><strong>Due Date: July 25, 2019</strong></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ScottCR@LeeSchools.net">ScottCR@LeeSchools.net</a></td>
<td>Total # Pages: 1</td>
</tr>
<tr>
<td>Phone:</td>
<td>239-479-4246</td>
<td>Phone: 239-590-4555</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax: 239-590-4539</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:lKDeLoaeh@flylepa.com">lKDeLoaeh@flylepa.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FIRM FOR REFERENCE PROVIDED</th>
<th>Reference Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Gulfpoint Construction Company, inc</td>
</tr>
<tr>
<td>Project/Contract Name:</td>
<td>Bonita Springs High School</td>
</tr>
<tr>
<td></td>
<td><strong>You or your firm has been provided as a reference on the project identified above. Please complete</strong></td>
</tr>
</tbody>
</table>

1. **What was your job title and role during the referenced project/contract?**
   - Senior Program Manager

2. **Describe the services provided by the firm.**
   - All inclusive Construction Management services, pre-construction, construction, close-out

3. **How responsive was the firm in providing necessary resources to help the Project Manager?**
   - Fast track construction and design, extensive on the fly owner directed design modifications to meet budget

4. **How was the relationship between this firm and subconsultants and other project team members?**
   - Excellent

5. **Was the project(s) completed on time and under budget?**
   - The project was delivered on time and many phases were delivered earlier than contract, $4 million under GMP

6. **How quickly did the firm respond to questions from the Owner regarding the project?**
   - Due to the design changes, Gulfpoint constantly worked with A/E firm to insure owners needs were met

7. **In your opinion, what was a strength exhibited by the firm?**
   - Never saying "can't be done", always finding solutions to project challenges

8. **In your opinion, what would be a suggested change to improve the firm's management of projects?**
   - Nothing at this time

9. **Was the firm proactive in resolving issues?**
   - Always, in most cases providing the Design Team with alternatives to save time and budget

10. **Was the firm accountable for project mistakes that were brought to their attention?**
    - Yes, always corrected swiftly and at no additional cost to owner

11. **Would you hire this firm again?**
    - Yes

12. **Additional comments or feedback.**
    - Great local firm that provides old fashioned customer service not always seen by the large corporate firms
**FORM 2 - FIRM REFERENCE CHECK**  
LOQ #19-21LD General Construction Manager (Acting as the General Contractor)

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Shawn Smith</td>
<td>Purchasing Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td>Manatee County Port Authority</td>
<td>Due Date: July 25, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ssmith@portmanatee.com">ssmith@portmanatee.com</a></td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>941-650-3452</td>
<td></td>
</tr>
</tbody>
</table>

**PERSON PROVIDING REFERENCE**

**Section 2**  
Firm Reference Information – Please Print Legibly

| Firm Name: | Halfacre Construction Company |
| Project/Contract Name: | Warehouse 11 |

You or your firm has been provided as a reference on the project identified above. Please complete

**Section 3**  
Reference Questions

1. What was your job title and role during the referenced project/contract?  

   Overseeing Construction and Contract

2. Describe the services provided by the firm.  

   Very Professional

3. How responsive was the firm in providing necessary resources to help the Project Manager?  

   Very

4. How was the relationship between this firm and subconsultants and other project team members?  

   Good

5. Was the project(s) completed on time and under budget?  

   Yes

6. How quickly did the firm respond to questions from the Owner regarding the project?  

   Very Quickly

7. In your opinion, what was a strength exhibited by the firm?  

   Their Expertises

8. In your opinion, what would be a suggested change to improve the firm’s management of projects?  

   Nothing

9. Was the firm proactive in resolving issues?  

   Yes

10. Was the firm accountable for project mistakes that were brought to their attention?  

   Yes

11. Would you hire this firm again?  

   Yes

12. Additional comments or feedback.  

   Very Professional and a pleasure to work with.
**FORM 2 - FIRM REFERENCE CHECK**

**LOQ #19-21LD General Construction Manager (Acting as the General Contractor)**

### PERSON PROVIDING REFERENCE

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>James Parish CEO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Punta Gorda Airport</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jparish@flypgd.com">jparish@flypgd.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>941-639-1101</td>
</tr>
</tbody>
</table>

**Please return completed form to:**

Purchasing Agent: Lori DeLoach

**Due Date:** July 25, 2019

**Total # Pages:** 1

**Phone:** 239-590-4555

**Fax:** 239-590-4539

**Email:** LKDeLoach@flylcpa.com

### FIRM FOR REFERENCE BEING PROVIDED

**Firm Name:** Halfacre Construction Company

**Project/Contract Name:** T-Hangars / Office / ATC Tower / Terminal / Parking

**You or your firm has been provided as a reference on the project identified above. Please complete:**

### Section 3  Reference Questions

1. What was your job title and role during the referenced project/contract?

   Project Engineer / Project Manager / Director of Engineering / CEO

2. Describe the services provided by the firm.

   Ranges form Contractor / CM / Design Builder

3. How responsive was the firm in providing necessary resources to help the Project Manager?

   Always responsive to Airport needs and Schedule

4. How was the relationship between this firm and subconsultants and other project team members?

   Good

5. Was the project(s) completed on time and under budget?

   Projects completed on time and with VE under budget

6. How quickly did the firm respond to questions from the Owner regarding the project?

   Always prepared and ready to answer questions / got back to us quickly

7. In your opinion, what was a strength exhibited by the firm?

   They work as an extension of airport staff to get projects done

8. In your opinion, what would be a suggested change to improve the firm’s management of projects?

   Ranges form Contractor / CM / Design Builder

9. Was the firm proactive in resolving issues?

   Yes

10. Was the firm accountable for project mistakes that were brought to their attention?

    Yes and found solutions quickly

11. Would you hire this firm again?

    Yes

12. Additional comments or feedback.
**FORM 2 - FIRM REFERENCE CHECK**

**LOQ #19-21LD General Construction Manager (Acting as the General Contractor)**

<table>
<thead>
<tr>
<th>PERSON PROVIDING REFERENCE</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>KEN HINKE - MCR</td>
<td>Purchasing Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td>SAUCETTA MUNICIPAL AIRPORT AUTH</td>
<td>Due Date: July 25, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td>ken.hinkle.csrg-airport.com</td>
<td>Total # Pages: 1</td>
</tr>
<tr>
<td>Phone:</td>
<td>941 359 2770 x 4278</td>
<td>Phone: 239-590-4555</td>
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<td></td>
<td></td>
<td>Fax: 239-590-4539</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:LKDeLoach@flylepa.com">LKDeLoach@flylepa.com</a></td>
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<thead>
<tr>
<th>FIRM FOR REFERENCE BEING PROVIDED</th>
<th>Firm Reference Information – Please Print Legibly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Halfacre Construction Company</td>
</tr>
<tr>
<td>Project/Contract Name:</td>
<td>CONSTRUCTION OF THE AIRPORT TRAFFIC CONTROL TWIN &amp; BASE BLD</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete:

**Section 3 - Reference Questions**

1. What was your job title and role during the referenced project/contract?
   
   PROJECT MANAGER

2. Describe the services provided by the firm.
   
   CONSTRUCTION OF 140,000 SQ FT 9,000 SF BASE BUILDING

3. How responsive was the firm in providing necessary resources to help the Project Manager?
   
   EXTREMELY RESPONSIVE - PROVIDED PROPER MATERIAL & SUBCONTRACTORS

4. How was the relationship between this firm and subconsultants and other project team members?
   
   ALWAYS WORKED WELL WITH TEAM AND ALL SUBCONTRACTORS

5. Was the project(s) completed on time and under budget?
   
   YES AND HALIFAX COAST WAS WILLING TO BE FLEXIBLE WITH CHANGES

6. How quickly did the firm respond to questions from the Owner regarding the project?
   
   ISSUES WERE RESOLVED QUICKLY AND THOROUGHLY

7. In your opinion, what was a strength exhibited by the firm?
   
   KNOWLEDGE OF COMMERCIAL BUILDING CONSTRUCTION

8. In your opinion, what would be a suggested change to improve the firm’s management of projects?
   
   NOT APPLICABLE

9. Was the firm proactive in resolving issues?
   
   ISSUES WERE RESOLVED QUICKLY AND THOROUGHLY

10. Was the firm accountable for project mistakes that were brought to their attention?
    
    IN MOST CASES, THEY CORRECTED MISTAKES ON THEIR OWN

11. Would you hire this firm again?
    
    YES DEFINITELY

12. Additional comments or feedback.
    
    MANAGEMENT IS TOP NOTCH, RESOLVED ALL ISSUES QUICKLY. CONTRACT WAS COMPLETED 16 MO. EARLY, 15% UNDER.
**FORM 2 – PROJECT MANAGER REFERENCE CHECK**

**LOQ #19-21LD CONSTRUCTION MANAGER/GENERAL CONTRACTOR**

<table>
<thead>
<tr>
<th>PERSON PROVIDING REFERENCE</th>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Scott Black, President</td>
<td>Purchasing Agent: Lori DeLoach</td>
<td></td>
</tr>
<tr>
<td>Company:</td>
<td>Essential Decisions Inc. (EDI)</td>
<td>Due Date: July 25, 2019</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sblack@team-edi.com">sblack@team-edi.com</a></td>
<td>Total # Pages: 1</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>651.433.7211</td>
<td>Phone: 239-590-4555</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax: 239-590-4539</td>
<td></td>
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<td></td>
<td></td>
<td>Email: <a href="mailto:LKDeLoach@flylepa.com">LKDeLoach@flylepa.com</a></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERSON MANAGING FOR REFERENCE BEING PROVIDED</th>
<th>Section 2</th>
<th>Project Manager Information – Please Print Legibly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager:</td>
<td>James Brindle</td>
<td></td>
</tr>
<tr>
<td>Firm Name:</td>
<td>Manhattan Construction</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td>VDA – THE PRESERVE (6-MILE CYPRESS &amp; PLANTATION)</td>
<td></td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

<table>
<thead>
<tr>
<th>Section 3</th>
<th>Reference Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>What was your job title and role during the referenced project?</td>
</tr>
<tr>
<td></td>
<td>Developer for Volunteers of America - 75 Bed Nursing Home</td>
</tr>
<tr>
<td>2.</td>
<td>Describe the services provided by the Project Manager.</td>
</tr>
<tr>
<td></td>
<td>General Contractor of 115,000 SF 75 Bed Nursing Home</td>
</tr>
<tr>
<td>3.</td>
<td>Was the Project Manager effective in leading the entire project team including subconsultants?</td>
</tr>
<tr>
<td></td>
<td>Yes (10)</td>
</tr>
<tr>
<td>4.</td>
<td>How responsive and responsible was the Project Manager on this project?</td>
</tr>
<tr>
<td></td>
<td>Very (10)</td>
</tr>
<tr>
<td>5.</td>
<td>Was the project completed on time and under budget?</td>
</tr>
<tr>
<td></td>
<td>No, but mostly due to local fire dept</td>
</tr>
<tr>
<td>6.</td>
<td>How quickly did the Project Manager respond to questions from the Owner regarding the project?</td>
</tr>
<tr>
<td></td>
<td>Promptly (10)</td>
</tr>
<tr>
<td>7.</td>
<td>How was the relationship between the Project Manager and other members of the project team?</td>
</tr>
<tr>
<td></td>
<td>Transparent &amp; Strong (10)</td>
</tr>
<tr>
<td>8.</td>
<td>In your opinion, what was a strength exhibited by the Project Manager during this project?</td>
</tr>
<tr>
<td></td>
<td>Experience &amp; Managem wthout Unnecessary Onder Feedback</td>
</tr>
<tr>
<td>9.</td>
<td>In your opinion, is a change necessary to help the Project Manager successfully manage projects in the future?</td>
</tr>
<tr>
<td></td>
<td>2nd – Fire Dept was a problem</td>
</tr>
<tr>
<td>10.</td>
<td>Was the Project Manager proactive in resolving issues?</td>
</tr>
<tr>
<td></td>
<td>Yes - Great Foresight in Avoiding Potential Issues</td>
</tr>
<tr>
<td>11.</td>
<td>Would you hire the Project Manager again for one of your projects?</td>
</tr>
<tr>
<td></td>
<td>Absolutely</td>
</tr>
<tr>
<td>12.</td>
<td>Additional comments or feedback.</td>
</tr>
<tr>
<td></td>
<td>Happy to discuss further over the phone</td>
</tr>
</tbody>
</table>

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
# FORM 2 - FIRM REFERENCE CHECK

**LOQ #19-21LD General Construction Manager (Acting as the General Contractor)**

## PERSON PROVIDING REFERENCE

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Sarah Baynard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>University of South Florida</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sbaynard@usf.edu">sbaynard@usf.edu</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>(813) 974-4595</td>
</tr>
</tbody>
</table>

**Due Date: July 25, 2019**

**Please return completed form to:**

Purchasing Agent: Lori DeLoach
Phone: 239-590-4555
Fax: 239-590-4539
Email: LKDeLoach@flylcpa.com

## FIRM FOR REFERENCE BEING PROVIDED

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Manhattan Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project/Contract Name:</td>
<td>Library Elevator Refurbishment (and others previously)</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete the following reference questions:

### Reference Questions

1. **What was your job title and role during the referenced project/contract?**
   - Assistant Director for Design and Construction, provided budget guidance and direction to project manager.

2. **Describe the services provided by the firm.**
   - Construction management for multiple trades (competitive bids, coordination, etc.)

3. **How responsive was the firm in providing necessary resources to help the Project Manager?**
   - Very responsive

4. **How was the relationship between this firm and subconsultants and other project team members?**
   - Excellent, worked as owner's advocate as necessary

5. **Was the project(s) completed on time and under budget?**
   - Yes

6. **How quickly did the firm respond to questions from the Owner regarding the project?**
   - Quickly, super and PM were readily available by phone or email

7. **In your opinion, what was a strength exhibited by the firm?**
   - Cohesive teamwork, we did not find the need to repeat info to each person

8. **In your opinion, what would be a suggested change to improve the firm’s management of projects?**

9. **Was the firm proactive in resolving issues?**
   - Yes

10. **Was the firm accountable for project mistakes that were brought to their attention?**
    - Yes

11. **Would you hire this firm again?**
    - Yes

12. **Additional comments or feedback.**

---

25
**FORM 2 – FIRM REFERENCE CHECK**

**LOQ #19-21LD CONSTRUCTION MANAGER/GENERAL CONTRACTOR**

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Reference Respondent Information – Please Print Legibly</th>
<th>Please return completed form to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>Kerry Keith, Director of Airport Development</td>
<td>Purchasing Agent: Lori DeLoach</td>
</tr>
<tr>
<td>Company:</td>
<td>City of Naples Airport Authority</td>
<td>Due Date: July 25, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:kkeith@flynaples.com">kkeith@flynaples.com</a></td>
<td>Total # Pages: 1</td>
</tr>
<tr>
<td>Phone:</td>
<td>(239) 643-0733</td>
<td>Phone: 239-590-4555</td>
</tr>
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<td>Fax:</td>
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<td>Fax: 239-590-4539</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td>Email: <a href="mailto:LKDeLoach@flylcpa.com">LKDeLoach@flylcpa.com</a></td>
</tr>
</tbody>
</table>

**Section 2**

| Firm Name: | O-A-K/Florida, Inc. dba Owen-Ames-Kimball Company |
| Project Name: | Taxiway "D" Extension at the Naples Airport |

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

**Section 3**

<table>
<thead>
<tr>
<th>Reference Questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. What was your job title and role during the referenced project?</td>
</tr>
<tr>
<td>2. Describe the services provided by the firm.</td>
</tr>
<tr>
<td>3. How responsive was the firm in providing necessary resources to help the Project Manager?</td>
</tr>
<tr>
<td>4. How was the relationship between this firm and subconsultants and other project team members?</td>
</tr>
<tr>
<td>5. Was the project(s) completed on time and under budget?</td>
</tr>
<tr>
<td>6. How quickly did the firm respond to questions from the Owner regarding the project?</td>
</tr>
<tr>
<td>7. In your opinion, what was a strength exhibited by the firm?</td>
</tr>
<tr>
<td>8. In your opinion, what would be a suggested change to improve the firm’s management of projects?</td>
</tr>
<tr>
<td>9. Was the firm proactive in resolving issues?</td>
</tr>
<tr>
<td>10. Was the firm accountable for project mistakes that were brought to their attention?</td>
</tr>
<tr>
<td>11. Would you hire this firm again?</td>
</tr>
<tr>
<td>12. Additional comments or feedback.</td>
</tr>
</tbody>
</table>

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
### PERSON PROVIDING REFERENCE

**Name & Title:** Luke Carriere - Construction Manager  
**Company:** Cypress Lake United Methodist  
**Email:** CarriereFL@comcast.net  
**Phone:** 239-822-4056

### Firm for Reference Being Provided

**Firm Name:** Bright Beginnings  
**Project Name:** Taxiway "D" Extension at the Naples Airport

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

### Reference Questions

1. What was your job title and role during the referenced project?  
   - Owners Representative- Review contracts and pay request, observe work and monitor schedule.
2. Describe the services provided by the firm.  
   - Construction Management for campus renovation projects
3. How responsive was the firm in providing necessary resources to help the Project Manager?  
   - Very responsive
4. How was the relationship between this firm and subconsultants and other project team members?  
   - Seemless relationships to get work completed on time
5. Was the project(s) completed on time and under budget?  
   - Yes
6. How quickly did the firm respond to questions from the Owner regarding the project?  
   - Immediately
7. In your opinion, what was a strength exhibited by the firm?  
   - Professional staff
8. In your opinion, what would be a suggested change to improve the firm’s management of projects?  
   - none
9. Was the firm proactive in resolving issues?  
   - Yes
10. Was the firm accountable for project mistakes that were brought to their attention?  
    - Yes
11. Would you hire this firm again?  
    - Yes
12. Additional comments or feedback.  
    - High quality construction manager with ability to be proactive during the design and construction

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
## PERSON PROVIDING REFERENCE

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Tina Silcox, Facility Engineer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Lee County School District</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:tinalsil@leeschools.net">tinalsil@leeschools.net</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>(239) 826-6579</td>
</tr>
</tbody>
</table>

**Please return completed form to:**

Purchasing Agent: Lori DeLoach  
Due Date: July 25, 2019

Total # Pages: 1  
Phone: 239-590-4555  
Fax: 239-590-4539  
Email: LKDeLoach@flylcpa.com

## PROJECT MANAGER FOR REFERENCE BEING PROVIDED

<table>
<thead>
<tr>
<th>Project Manager:</th>
<th>Abel Natali</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>O-A-K/Florida, Inc. dba Owen-Ames-Kimball Company</td>
</tr>
<tr>
<td>Project Name:</td>
<td>North Fort Myers Academy of the Arts Central Energy Plant &amp; Gym AHU Upgrades</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

## Section 3 — Reference Questions

13. What was your job title and role during the referenced project?

I am a Facility Engineer with the Department of Facility Development & Programming.

14. Describe the services provided by the Project Manager.

Construction Management Services.

15. Was the Project Manager effective in leading the entire project team including subconsultants?

Abel and the entire OAK team was very effective and produced an excellent project with quality subs.

16. How responsive and responsible was the Project Manager on this project?

Abel was always three steps ahead which I liked. He was very responsive and responsible.

17. Was the project completed on time and under budget?

Not surprised, it was completed ahead of schedule and under budget.

18. How quickly did the Project Manager respond to questions from the Owner regarding the project?

Immediately. Always within a couple hours.

19. How was the relationship between the Project Manager and other members of the project team?

This was a fun project. Abel and the OAK team made it fun and had great relationships with the entire project team.

20. In your opinion, what was a strength exhibited by the Project Manager during this project?

Experience working on similar projects was a huge benefit to the school district. Abel brought forward some invaluable Value Engineering options that saved the district money on this project.

21. In your opinion, is a change necessary to help the Project Manager successfully manage projects in the future?

I can't think of any changes. Abel is an invaluable team member and someone who I really enjoyed working with.

22. Was the Project Manager proactive in resolving issues?

Yes. He always had a solution to any of the issues that arose.

23. Would you hire the Project Manager again for one of your projects?

Yes. Abel, along with the entire OAK team, bring extensive experience and are well liked by the subcontractors

24. Additional comments or feedback.

Looking forward to working with Abel and OAK on future projects.

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
**FORM 2 – PROJECT MANAGER REFERENCE CHECK**  
LOQ #19-21LD CONSTRUCTION MANAGER/GENERAL CONTRACTOR

### Section 1  
**Reference Respondent Information – Please Print Legibly**

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Holly Atkins, Business Manager</th>
<th>Purchasing Agent: Lori DeLoach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>St. John XXIII Catholic Church</td>
<td>Due Date: July 25, 2019</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:holly@johnxxiii.net">holly@johnxxiii.net</a></td>
<td>Total # Pages: 1</td>
</tr>
<tr>
<td>Phone:</td>
<td>(239) 561-2245</td>
<td>Phone: 239-590-4555</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax: 239-590-4539</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:LKDeLoach@flylcpa.com">LKDeLoach@flylcpa.com</a></td>
</tr>
</tbody>
</table>

### Section 2  
**Project Manager Information – Please Print Legibly**

<table>
<thead>
<tr>
<th>Project Manager:</th>
<th>Abel Natali</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>O-A-K/Florida, Inc. dba Owen-Ames-Kimball Company</td>
</tr>
<tr>
<td>Project Name:</td>
<td>St. John XXIII Parish Life Center &amp; Adoration Chapel</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

### Section 3  
**Reference Questions**

1. What was your job title and role during the referenced project?
   
   *I'm the Business Manager for the Church and was the Owners Representative on this project*

2. Describe the services provided by the Project Manager.
   
   *Coordinate design, permitting and construction and bid all subtrade*

3. Was the Project Manager effective in leading the entire project team including subconsultants?
   
   *Yes*

4. How responsive and responsible was the Project Manager on this project?
   
   *Very responsive and took effective responsibility to manage the entire project*

5. Was the project completed on time and under budget?
   
   *Ahead of schedule and within budget*

6. How quickly did the Project Manager respond to questions from the Owner regarding the project?
   
   *Generally the same day if not, within 24 hours.*

7. How was the relationship between the Project Manager and other members of the project team?
   
   *Very good relationship between architect, owner’s staff and subcontractors*

8. In your opinion, what was a strength exhibited by the Project Manager during this project?
   
   *Ability to evaluate unforeseen conditions quickly and provide workable solutions.*

9. In your opinion, is a change necessary to help the Project Manager successfully manage projects in the future?
   
   *Only minor improvement to documentation of project.*

10. Was the Project Manager proactive in resolving issues?
    
    *Yes*

11. Would you hire the Project Manager again for one of your projects?
    
    *Yes*

12. Additional comments or feedback.
    
    *By hiring OAK you will be getting a top notch team of professionals who work well together and who are respected by the subcontractors. The workmanship was stellar.*

**RESPONDENT:** Please return this form directly to the Purchasing Agent listed at the top of this form. This form should not be returned to the Consultant.
# Firm Reference Check

**LOQ #19-21LD General Construction Manager (Acting as the General Contractor)**

## Section 1

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>David Valin, Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company:</td>
<td>Wright Construction Group, Inc.</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:david.valin@wcgfl.com">david.valin@wcgfl.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>239-481-5000</td>
</tr>
</tbody>
</table>

**PERSON PROVIDING REFERENCE**

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
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## Section 2

**Firm Name:**
Kerry Keith, Director of Development and Facilities, City of Naples Airport Authority.

**Project/Contract Name:**
Executive Hangar Refurbishment, Naples Airport

You or your firm has been provided as a reference on the project identified above. Please complete section 3.

### Section 3 - Reference Questions

1. **What was your job title and role during the referenced project/contract?**
   - Project Manager for General Contracting Services

2. **Describe the services provided by the firm.**
   - The complete removal and replacement of metal building roofing system with skylights. Includes steel blasting and coatings over rusted framing. Retrofit of existing stacking hangar doors to equip with automatic operators.

3. **How responsive was the firm in providing necessary resources to help the Project Manager?**
   - My interaction was primarily with David who appeared to have the support of his firm

4. **How was the relationship between this firm and subconsultants and other project team members?**
   - There were no issues with subcontractors that I was aware of.

5. **Was the project(s) completed on time and under budget?**
   - Yes

6. **How quickly did the firm respond to questions from the Owner regarding the project?**
   - David was always responsive to questions and concerns

7. **In your opinion, what was a strength exhibited by the firm?**
   - The project manager had authority to respond and react to changes in the scope

8. **In your opinion, what would be a suggested change to improve the firm’s management of projects?**
   - No suggestions, this was our only project with Wright and limited in scope

9. **Was the firm proactive in resolving issues?**
   - Yes

10. **Was the firm accountable for project mistakes that were brought to their attention?**
    - Yes

11. **Would you hire this firm again?**
    - I have encouraged to bid on other projects

12. **Additional comments or feedback.**
    - This was a small project, limited in scope, several years ago. David did an excellent job as project manager.
## Person Providing Reference

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>David Valin, Project Manager</th>
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<tbody>
<tr>
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<tr>
<td>Email:</td>
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### Due Date: July 25, 2019

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</table>

### Firm for Reference Being Provided

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Claude Nesbitt, Project Manager, <a href="mailto:claude.nesbitt@colliergov.net">claude.nesbitt@colliergov.net</a>, Collier County BOCC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project/Contract Name:</td>
<td>EMS 3 Hangar Improvements, Naples Airport</td>
</tr>
</tbody>
</table>

You or your firm has been provided as a reference on the project identified above. Please complete the following questions:

### Reference Questions

1. **What was your job title and role during the referenced project/contract?**
   - Project Manager for General Contracting Services

2. **Describe the services provided by the firm.**
   - The complete refurbishment of steel building components for a new air tight envelope. Project included investigation to determine leak issues, steel, panels, insulation and flashing. Installation of new acoustical ceilings and affected finishes.

3. **How responsive was the firm in providing necessary resources to help the Project Manager?**
   - Wright responded to client RFI’s, within 48 hrs, and to requests to revise items within 24hrs

4. **How was the relationship between this firm and subconsultants and other project team members?**
   - The relationship between them seemed amicable and productive

5. **Was the project(s) completed on time and under budget?**
   - Yes

6. **How quickly did the firm respond to questions from the Owner regarding the project?**
   - Within 24 hours

7. **In your opinion, what was a strength exhibited by the firm?**
   - One strength was the ability to adjust the schedule to unforeseen conditions and weather and still be on time

8. **In your opinion, what would be a suggested change to improve the firm’s management of projects?**

9. **Was the firm proactive in resolving issues?**
   - Yes

10. **Was the firm accountable for project mistakes that were brought to their attention?**
    - Yes, including, but not limited to the warranty period

11. **Would you hire this firm again?**
    - Yes

12. **Additional comments or feedback.**
    - Wright has been a conscientious collaborator in all projects we’ve partnered up with them on